

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
24th Navajo Nation Council --- Third Year, 2021

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A LEASE FOR THE
NAVAJO TRIBAL UTILITY AUTHORITY TO CONSTRUCT AND OPERATE THE
CAMERON SOLAR GENERATION FACILITY LOCATED IN THE CAMERON
CHAPTER, NAVAJO NATION (COCONINO COUNTY, ARIZONA)

BE IT ENACTED:

SECTION ONE. AUTHORITY

Pursuant to 2 N.N.C. Section § 501 (B)(2), The Resources and Development Committee of the Navajo Nation Council has the authority to grant final approval for all land withdrawals, non-mineral leases, permits, licenses, rights-of-way, surface easements and bonding requirements on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations.

SECTION TWO. FINDINGS

- A. The Navajo Tribal Utility Authority seeks approval of the Cameron Solar Project Lease with a sublease for the majority of the land for the construction and operation of a 200MWa solar generation facility and related facilities with an access road that connects to Highway 89, defined as the Cameron Solar Project, which is located in Cameron Chapter vicinity, Navajo Nation (Coconino County, Arizona). The lease is attached as **Exhibit A**.
- B. The lease covers 1,100.18 acres, more or less, as described in **Exhibit B** which includes a sublease covering the majority of those acres for use by NGI-Cameron Solar, LLC for the Cameron Solar Project.

- C. The Cameron Solar Project will address the energy needs of the Salt River Project ("SRP"). Cameron Solar Project was selected among scores of other projects under a competitive solicitation run by SRP for award of a 25 year power purchase agreement for 200MW. As a component of the Cameron Solar Project, SRP has agreed to utilize 100MW of transmission the Navajo Nation currently has the right to use.
- D. Cameron Chapter Resolution CAMJUL-11-18 #6, attached as **Exhibit C**, supports the Cameron Solar Project.
- E. The Right-of-Way Agent has obtained the necessary consent from the affected land user (grazing permittee) which is attached as **Exhibit D**.
- F. The Biological Resources Compliance Form is attached **Exhibit E** and the Cultural Resources Compliance Form is attached **Exhibit F**.
- G. The proposed Cameron Solar Site Lease has been reviewed through Executive Official Review Document Number 015724 which is attached as **Exhibit G**.

SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the lease and sublease, attached as **Exhibit A**, to the Navajo Tribal Utility Authority for the purpose of constructing, operating and maintaining the Cameron Solar Project. The location is more particularly described in legal description and map attached hereto as **Exhibit B**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to affect the intent and purpose of this resolution.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 24th Navajo Nation Council at a duly called meeting held by a teleconference for which a quorum was present and that same was passed by a vote of 4 in favor, and 0 opposed, on this 31st day of March 2021.

A handwritten signature in black ink, appearing to be 'Rickie Nez', written in a cursive style.

Rickie Nez, Chairperson
Resources and Development Committee
of the 24th Navajo Nation Council

Motion: Honorable Kee Allen Begay, Jr.

Second: Honorable Thomas Walker, Jr.

Chairperson Rickie Nez not voting.



LEASE NO. _____

**CAMERON SOLAR SITE LEASE
BETWEEN
THE NAVAJO NATION
AND THE
NAVAJO TRIBAL UTILITY AUTHORITY**

THIS SOLAR SITE LEASE is made and entered into this day of _____, 2021, by and between THE NAVAJO NATION, hereinafter called the "Lessor," or the "Nation," whose address is P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and THE NAVAJO TRIBAL UTILITY AUTHORITY (NTUA), hereinafter called the "Lessee," whose address is P.O. Box 170, Fort Defiance, AZ 86504. This Lease is made in accordance with the provisions of the Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 *et seq.* and 25 U.S.C. § 415(e), as implemented by the regulations contained in 25 C.F.R. Part 162, and all amendments or successors thereto, which by this reference are made a part hereof.

1. DEFINITIONS.

(A) "Additional Terms" shall have the meaning set forth in Section 5.

(B) "Affiliate" means any corporation, general partnership, limited partnership, limited liability partnership, trust, company (including, without limitation, any limited liability company or joint stock company) or other organization or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with one of the Parties of this Lease.

(C) "Approved Encumbrance" means an encumbrance approved in writing or otherwise deemed approved by Lessor in accordance with the terms and conditions of this Lease.

(D) "Commercial Operations Date" means the date upon which the Project, as defined in Section 4(A), is mechanically complete and operating in accordance with its manufacturing specifications, net electricity is regularly generated and delivered and Lessee (or a Sublessee, as applicable) has commenced sale thereof to purchasers of generated electricity as agreed to by Lessee (or a Sublessee, as applicable) and any such purchaser, in each case, as determined by Lessee (or a Sublessee, as applicable) and evidenced by Lessee's (or Sublessee's as applicable), at least thirty days written Notice to Lessor, thereof; provided, however, in no event shall "Commercial Operations Date" be deemed to have occurred during periods of start-up and testing of the Project.

(E) "Decommissioning Period" means the twelve-month period after (1) termination by either party or (2) the end of the Term, including the Primary Term and/or Additional Terms, during which time the Lessee shall have to remove all property, without limitation and including, but not limited to, buildings, improvements, equipment, conduits, fixtures and personal property from the Leased Premises and restore the land to its prior condition, as further described in Section 8(B).

(F) "Development Period" means the period of time wherein Lessee or its designee commences construction of a project on all or a portion of the Leased Premises, wherein such period of time is expected to be no more than five years, absent an extension requested by Lessee

and not unreasonably denied by Lessor. Further, the Lessee may shorten the Development Period and return all or a portion of the Leased Premises not developed or supporting commercial operations.

(G) "Effective Date" means the date the Lease is fully approved and executed by the Lessor and Lessee.

(H) "Encumbrancer" means the owner and holder of an Approved Encumbrance, including, without limitation, any Sublessee Mortgagee, and all successors and assigns.

(I) "Hazardous Substance" means any "hazardous substance as defined at § 2104(Q) of the NNCERCLA, 4 N.N.C. § 2101 *et seq.*, including all amendments or successors thereto.

(J) "Lessor Parties" means the Navajo Nation and its officers, agents and employees.

(K) "NNCERCLA" means the Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act, 4 N.N.C. § 2101 *et seq.*

(L) "Primary Term" shall have the meaning set forth in Section 5.

(M) "Project" shall have the meaning set forth in Section 4.

(N) "Regulated Substance" means any regulated substance as defined at § 1502(V) of the Navajo Nation Underground and Aboveground Storage Act, 4 N.N.C. § 1501 *et seq.*, which includes petroleum and petroleum products.

(O) "Sublease" means an agreement that allows Lessee to sublease the site to Lessee's subsidiary.

(P) "Term" shall have the meaning set forth in Section 5.

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all, or a portion of, that 5,000 acre tract or parcel of land situated within the Chapter of Cameron, Navajo Nation, state of Arizona, wherein the initial approximately 1,100 acres more or less are more particularly described in the survey map with legal description attached hereto as Exhibit "A," and by this reference made a part hereof together with the right of reasonable ingress and egress, and the right to install utilities pursuant to Section 10 below, hereinafter called the "Leased Premises." At the end of the Development Period, any undeveloped portion of the Leased Premises would be returned to the Nation in its undeveloped condition. The Navajo Land Department will submit one copy of this document to the Bureau of Indian Affairs for recording pursuant to 16 N.N.C. §§ 2322(B).

3. COMPLIANCE WITH FEDERAL LAW.

This Lease hereby incorporates by reference, and shall be deemed to include, all the mandatory provisions regarding a business lease set forth in 25 C.F.R. §162.413 (the "Mandatory Provisions"). Incorporation of the Mandatory Provisions into this Lease is designed to assure that the Lease complies with all applicable requirements of federal law and to facilitate the processing and

administration of this Lease. Among other things, the Mandatory Provisions require compliance with federal and tribal laws pursuant to the 25 C.F.R. §162.014. This requires compliance with all federal and tribal historic and cultural preservation laws—specifically all work must cease and the Nation must be notified if artifacts are discovered to prevent unauthorized destruction of resources pursuant to 16 U.S.C. §470ee. In no circumstances shall the Lease be construed to waive any requirement of federal law.

4. PURPOSE, UNLAWFUL USES.

(A) Lessee shall develop, use and occupy the Leased Premises solely for the purpose of constructing, operating and maintaining solar energy projects, battery storage and related interconnection facilities and all other related facilities and improvements (collectively the "Project"). Lessee shall have the right to fence all, or any portion, of the Leased Premises as may be necessary to conduct Lessee's operations. Whether or not Lessee chooses to fence the Leased Premises, Lessee shall be solely responsible for securing the Leased Premises so as to protect the Project located on the Leased Premises and for protecting members of the general public, as well as Lessee's agents and invitees, from personal injury on the Leased Premises.

(B) The Leased Premises shall not be developed or used by Lessee for any purpose other than as described in Section 4(A) above, except upon grant of a Sublease or with the prior written consent of Lessor. The consent of Lessor may be withheld, granted, or granted upon conditions, solely in the discretion of Lessor.

(C) Lessee shall not use, or permit to be used, any part of the Leased Premises for any unlawful conduct or purpose, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises.

5. TERM.

The term of this Lease shall be for a period of twenty-five (25) years (the "Primary Term"), commencing on the Effective Date. The Primary Term includes both a development period not to exceed five years from the Effective Date, and an operational period which would commence on the Commercial Operations Date of the Project and continue until the end of the Primary Term, absent exercising the Additional Terms described below. Lessee may provide notice to Lessor to renew the Lease for an additional term of fifteen (15) years, followed by an additional term of ten (10) years, for a total of an additional 25 years ("Additional Terms"). Such renewal for any of the Additional Terms require that the Lessee abided by the terms and conditions of this Lease and that the Lessee is not in default hereunder. Lessee shall provide such notice in writing to Lessor of its intent to proceed with any of the Additional Terms no later than sixty (60) days prior to the end of the Primary Term or any additional extension thereof. "Term" is defined as including the Primary Term and any additional extension thereof via the Additional Terms.

6. RENTAL.

(A) Lessee or its designee agrees to pay a lump sum payment to the Lessor for the Leased Premises thirty days after the Effective Date in the amount of \$100/per acre, and annually thereafter, during the Development Period, until the Commercial Operation Date of the subject project.

(B) Upon the Commercial Operations Date, Lessee agrees to commence making annual payments to the Lessor based on the number of acres used for commercial operation(s) of the Project in the amount of \$415/per acre. Lessee or its designee shall make such payment to the Lessor within 30 days of the Commercial Operations Date of the Project or anniversary date of the Commercial Operation Date of the Project. For any lands of the Leased Premises that remain underdeveloped and not supporting commercial operations, Lessee agrees to continue making annual payments of \$100/per acre during the Development Period. Furthermore, for each Sublease established by the Lessee on the Leased Premises the Lessor or its designee shall annually pay \$2,000 to the Navajo Nation for the administration of each Sublease. These administration payments shall be paid in advance on the anniversary of the date of each such Sublease.

(C) Payments under this Lease shall be addressed to: Navajo Nation, Accounts Receivable Section, Post Office Box 3150, Window Rock, Arizona 86515.

(D) Lessee will be required to pursue rights-of-way for all transmission lines and infrastructure that requires a right-of-way and is not eligible for a service line agreement.

7. CONDITION OF LEASED PREMISES.

Lessee has examined the Leased Premises and any improvements thereon and accepts the same in "as-is" condition. No representations as to the condition of the Leased Premises have been made by Lessor or any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that its decision to enter into this Lease is based solely upon Lessee's independent investigation of the Leased Premises.

8. IMPROVEMENTS.

(A) All buildings and other improvements on the Leased Premises, including, but not limited to, the solar panels, inverters, structures, batteries, interconnection facilities, as well as any and all equipment, conduits, fixtures and personal property, shall remain the property of Lessee during the Term. Lessor shall have no ownership or other interest in any (and Lessee is the sole and exclusive owner of all) buildings and other improvements installed on the Leased Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Project or the electric energy, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect during the Term.

(B) Lessor agrees and acknowledges that Lessee shall have the right to remove all property, without limitation and including, but not limited to, buildings, improvements, equipment, conduits, fixtures and personal property of Lessee, at any time during the Term or during the Decommissioning Period. Prior and up to expiration of the Decommissioning Period, at Lessee's expense, Lessee shall remove any buildings, improvements and all personal property in a workmanlike manner, and shall restore the Leased Premises to substantially the same condition, including reasonable wear and tear, as existed prior to the installation of Lessee's improvements. Lessee will be released from liability when approved by an inspection of the Leased Premises. Any struc-

tures, buildings and other improvements which are not removed within the Decommissioning Period shall become the property of the Navajo Nation. The Lessee shall remain liable for any and all clean up and removal costs of any property not removed within the Decommissioning Period.

(C) Lessee shall at all times during the Term of the Lease and at the Lessee's sole cost and expense, maintain the Leased Premises and all improvements located thereon and make all necessary reasonable repairs resulting from any damages to the Leased Premises, other than those caused by the Navajo Nation, its employees and any entity to which the Navajo Nation has granted a lease or right-of-way, for which Lessee shall have no liability.

9. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

(A) All buildings and other improvements placed on the Leased Premises by Lessee or its Sublessee shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes for solar generation and energy storage facilities. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance. The Nation reserves the right to require Lessee to modify any improvements to the Leased Premises that do not comply with the requirements of this Section 9(A).

(B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.

10. UTILITY SERVICE LINE.

(A) Although Lessor has the right to enter into service line agreements with utility companies for service lines across the Leased Premises, the Lessor shall ensure that any such agreements do not unreasonably interfere with Lessee's use of the Leased Premises. For the avoidance of any doubt regarding potential interference, Lessor agrees to coordinate with Lessee prior to entering into any such agreements. Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise affect the rights-of-way reserved to Lessor in Section 2 of this Lease.

11. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

(A) Lessee shall not cause or permit any liens of any kind or nature whatsoever arising from any work performed, services rendered, materials furnished, responsibilities, or obligations incurred or authorized by Lessee to be enforced against the Leased Premises, any interest therein or any improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.

(B) Lessee shall pay, before becoming delinquent, all applicable taxes including, but not limited to, property, use, or gross receipts taxes or assessments, or any other like charges levied upon or against the Leased Premises by a third party, any interest therein or any improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges due or required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have

the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting a bond to prevent enforcement of any lien resulting therefrom, if consistent with applicable Navajo Nation laws and regulations.

(C) Lessee agrees to defend, protect, indemnify and hold harmless Lessor and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien of any kind or nature whatsoever therefor, any sale, collection efforts, causes of action, suits, demands, and judgments of every kind, or other proceedings to enforce payment thereof, and all costs and expenses in connection therewith. Lessor shall comply with reasonable requests by Lessee to provide appropriate documents in Lessor's possession with reference to any real estate tax exemption under State law that is applicable to the Leased Premises, any interest therein or improvements thereon.

(D) Lessee shall pay, before becoming delinquent, all charges for utility services, including electricity, water and communication services, supplied to the Leased Premises. Lessee may permit Sublessees to pay such charges directly to the service provider, but in the event of nonpayment by Sublessee, Lessee shall be responsible for paying such charges, applicable taxes, and late fees. Lessee shall have no right to contest or recover from Lessor any payment on behalf of a Sublessee from Lessor or to offset such payments against rent owed to Lessor.

(E) Lessor shall have the right to pay any third party imposed lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the lesser of (a) ten percent (10%) per annum, or (b) the highest allowable rate from the date of payment or incursion thereof by Lessor until full repayment is made by Lessee. Interest shall accrue from the date of payment or incursion thereof by Lessor and continue to accrue until full repayment is made by Lessee.

12. ASSIGNMENTS AND SUBLEASES.

The Lessee is authorized under this Lease to assign and/or sublease to wholly or partially owned direct subsidiaries of Lessee all or a portion of the Leased Premises materially in the form attached hereto as Exhibit C. With the exception of ability of Lessee to sublease to its subsidiaries, the Lessee shall not assign, convey, or otherwise transfer this Lease without the prior written approval of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without Lessor's prior written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor. This leasehold may be sold, assigned or transferred by the Lessee, without the approval or consent of the Lessor, to Lessee's principal, Affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

13. QUIET ENJOYMENT.

Lessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons claiming from or under Lessor.

14. ENCUMBRANCE.

(A) This Lease or any right to or interest therein may not be encumbered without the prior written approval of the Lessor, and no such encumbrance shall be valid or binding without such prior written approval; provided, however, that any Sublessee shall have the right at any time and from time to time to mortgage, encumber or pledge (including by mortgage, deed of trust or personal property security instrument) to any Sublease Mortgagee, without the consent of Lessor, all or any part of Sublessee's rights and/or interests under its Sublease, and the subleasehold created thereby, and/or in any personal property and fixture of the Sublessee, and any such financing by a Sublessee shall be deemed an Approved Encumbrance. As used herein, the term "Sublease Mortgagee" means any financial institution or other person or entity that from time to time provides any hedge arrangement, development, bridge, construction, permanent debt or tax equity financing or refinancing for some or all of a Sublessee's projects on the Leased Premises, personal property and/or fixtures, or operations on the Leased Premises, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender, and their respective representatives, successors and assigns whose name and address for notices have been provided to Lessor in writing. An Approved Encumbrance shall be confined to the leasehold interest of the Lessee or the subleasehold interest of a Sublessee, and its respective personal property and fixtures, and shall not jeopardize in any way Lessor's interest in the land constituting the Leased Premises. With respect to any proposed encumbrance not deemed an Approved Encumbrance as set forth above, Lessee agrees to furnish any requested financial statements or analyses pertinent to the proposed encumbrance that the Lessor may deem necessary to justify the amount, purpose and terms.

(B) In the event of default by Lessee or Sublessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of leasehold, whether under power of sale or foreclosure, the Encumbrancer shall give to Lessor notice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, including unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

(C) If Lessor exercises the right in subsection (B) to repay an Approved Encumbrance, all right, title and interest of Lessee in this Lease shall terminate and Lessor shall acquire this Lease; provided, however, that such termination shall not relieve Lessee of any obligation or liability which shall have accrued prior to the date of termination. Acquisition of this Lease by Lessor under these circumstances shall not serve to extinguish this Lease by merger or otherwise.

(D) If Lessor declines to exercise the above right and sale of the leasehold under the Approved Encumbrance shall occur, the purchaser at such sale shall succeed to all of the right,

title and interest of Lessee in this Lease. It is further agreed that if the purchaser at such is the Encumbrancer, the Encumbrancer may sell and assign this Lease without any further approval by Lessor, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. If Encumbrancer is the purchaser, it shall be required to perform the obligations of this Lease only so long as it retains title thereto. If the purchaser is other than the Encumbrancer, approval by the Nation is required and the purchaser shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such purchase shall be valid unless and until purchaser shall so agree.

(E) Lessee shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of an Encumbrancer or Sublessee or impair or reduce the security for an Encumbrancer's lien, and Lessor shall not accept a surrender of the Leased Premises or any part thereof or a termination of this Lease, in each such case, without the prior written consent of each Encumbrancer and Sublessee. Each Encumbrancer shall have the absolute right to assign its lien, enforce its lien, and acquire title to the Project (whether by foreclosure, assignment in lieu of foreclosure or other means).

(F) In case of the rejection, disaffirmation or other termination of this Lease as a result of, or in the course of, any default or the bankruptcy or insolvency of Lessee, Lessor shall give prompt notice thereof to the Encumbrancers and Sublessees. Upon written request of the Sublessees (with respect to the portion of the Leased Premises subleased by such Sublessees), or the first priority Encumbrancer (with respect to the portion of the Leased Premises subject to such Encumbrancer's Sublease Mortgage, if applicable), the Lessor agrees to enter into a new lease agreement with such Sublessee or Encumbrancer, or its designee, under the terms and conditions substantially similar to those included herein and consistent with Laws of the Navajo Nation in an expeditious manner. Such new lease agreement shall be effective as of the date of such rejection, disaffirmation or termination, shall be for a term equal to the remainder of the Term of this Lease and shall be upon the same terms, covenants and conditions as contained in this Lease; and, until such time as such new Lease is executed and delivered, such Sublessee or Encumbrancer may enter, use and enjoy the Leased Premises (or its respective portion of the Leased Premises) and conduct the activities permitted of the Lessee hereunder as if this Lease was still in effect and will agree to comply with the terms of this Lease. The provisions of this Section 14 shall survive the rejection, disaffirmation or other termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 14 were a separate and independent contract made by Lessor, Lessee and each Encumbrancer and Sublessee. Upon the execution of such new lease agreement, the Sublessee or Encumbrancer, as applicable (with respect to its respective portion of the Leased Premises, if applicable), shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease agreement (but only with respect to its respective portion of the Leased Premises, if applicable), and (iii) agree in writing to perform or cause to be performed all of the other covenants set forth in this Lease to be performed by Lessee, to the extent that Lessee failed to perform the same prior to the execution and delivery of the new lease agreement (but only with respect to its respective portion of the Leased Premises, if applicable).

(G) Lessee shall be responsible for providing Lessor with any and all names, addresses and other relevant information of any Encumbrancers under the Lease or Sublease for the Project

to be developed on the Lease Premises. Lessee shall provide such information within 180 days after the Commercial Operations Date. Furthermore, in the event that an Encumbrancer seeks to act under this provision, the Lessee shall immediately, but no later than forty (40) days after receipt of notice from the Encumbrancer, provide notice to Lessor and describe the circumstances and proposed actions of such Encumbrancer.

15. DEFAULT.

(A) Time is declared to be of the essence in this Lease. Subject to the provisions of Section 14 above and clause (D) below, should Lessee default in any payment of monies when due under this Lease, fail to post any required bond, failure to cooperate with a Navajo Nation request to make appropriate records, reports, information available, or be in violation of any other provision of this Lease, and should such violation not be cured within thirty (30) days of written notice from Lessor, or, with respect to any default other than a failure to make a timely payment of monies due and owed, within such additional time as is needed to cure provided Lessee is diligently prosecuting the same to completion, said violation may be acted upon by the Nation in accordance with the provisions of 25 C.F.R. Part 162 and 16 N.N.C. §2361, including any amendments or successors thereto.

(B) In addition to the rights and remedies provided by the aforementioned regulations, Lessor may exercise the following options upon Lessee's default, authorized by applicable law subject to the provisions of subsection (D) below:

- (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
- (2) Re-enter the premises, if the Lessee has abandoned the premises and defaulted on payment of rent, and remove all property therefrom, and re-let the premises without terminating this Lease, for the account of Lessee, but without prejudice to Lessor's right to terminate the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations of Lessee hereunder. The terms and conditions of any re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the Leased Premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of altering and repairing or re-letting the Leased Premises and collecting any related expenses, including reasonable attorney fees and any reasonable real estate commission actually paid, together with any insurance, taxes and assessments paid, and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or
- (3) Take any other action authorized or allowed under applicable law.

(C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies,

by suit or otherwise, which may be exercised by Lessor, or any other rights or remedies now held or which may be held by Lessor in the future.

(D) Lessor shall give to each Encumbrancer and Sublessee a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor shall accept performance by any Encumbrancer or Sublessee of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. Each Encumbrancer and Sublessee shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. The Lessor shall not terminate this Lease if the Lessee, an Encumbrancer or Sublessee has cured or is diligently taking action to cure Lessee's default with respect to the portion of the Leased Premises subleased by such Sublessees or encumbered by such Encumbrancer or, with respect to an Encumbrancer, has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure, in each case with respect to such Encumbrancer's or Sublessee's respective portion of the Leased Premises, if applicable.

16. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the United States and the Nation, and to dispose of all solid waste in compliance with applicable federal and Nation law. Lessee further agrees at all times to maintain the entire Leased Premises in a safe and sanitary condition, presenting a good appearance both inside and outside the Leased Premises.

17. HAZARDOUS AND REGULATED SUBSTANCES.

(A) Lessee shall not cause or permit any Hazardous or Regulated Substance of a type not typically used in similar projects or in quantities in excess of that typically used in similar projects, to be used, stored, generated or disposed of on or in the Leased Premises without first notifying Lessor and obtaining Lessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Leased Premises by Lessee or its agents, with or without Lessor's consent, or if the Leased Premises become contaminated in any manner as a result of the actions of Lessee or its agents, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Leased Premises), as well as reasonable attorney fees, consultant and expert fees arising during or after the Term and arising as a result of such contamination, with the exception that the Lessee is not required to indemnify any Lessor Parties for liability or cost arising from the Lessor Parties' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the Leased Premises or any cleanup, removal, remediation or restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Lessee causes or permits any Hazardous or Regulated Substance on the Leased Premises and the presence of such results in any contamination of the Leased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated

Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

(B) Lessee shall provide the Navajo Nation Environmental Protection Agency and the Risk Management Department of the Nation with a clear and legible copy of all notices or reports concerning release of Hazardous or Regulated Substances, investigation, testing, or remediation at the Leased Premises which Lessee is required by applicable law, or regulation, to provide to the United States Environmental Protection Agency or which Lessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Lease upon the Navajo Environmental Protection Agency shall be by first class mail to:

Waste Regulatory and Compliance Program
Navajo Nation Environmental Protection Agency
Post Office Box 3089
Window Rock, Navajo Nation (Arizona) 86515

and,

Risk Management Department
Navajo Environmental Protection Agency
Post Office Box 1690
Window Rock, Navajo Nation (Arizona) 86515

or their respective institutional successors.

18. INSURANCE.

(A) Lessee shall obtain and maintain a commercial public liability insurance policy in an amount of no less than \$1,000,000.00 for personal injury to one person and \$1,000,000.00 per occurrence and \$1,000,000.00 for damage to property. Lessor shall be named as an Additional Insured with respect to this Lease. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage by primary, contributing or excess. Lessee shall provide for notification to Lessor prior to any change in said policy or any cancellation or non-renewal of said policy for any reason including non-payment of premium. A Certificate of Insurance evidencing the above coverage shall be furnished to Lessor annually, or upon written request.

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this Section 18 be increased at any time, whenever Lessor shall determine that such increase reasonably is necessary for the protection of Lessor.

(C) In no event shall the amount of Lessee's insurance policy limit Lessee's liability or its duty to indemnify Lessor under this Lease.

19. PERFORMANCE BOND

NTUA is a wholly owned enterprise of the Navajo Nation. The Nation waives the Performance Bond Requirements pursuant to 16 N.N.C. §2335(B), which permits waiver of the Performance Bond if the waiver of the bond is in the best interest of the Nation. Since NTUA was created

by the Nation as an enterprise of the Nation, no performance bond is required of NTUA. NTUA will require its Sublessee to provide a performance bond and to include the Navajo Nation as a covered party on such performance bond.

20. NON-LIABILITY.

The Lessor Parties shall not be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, that is caused by any use of the Leased Premises by Lessee or any Sublessee, or that results from any defect in any structure or other improvement existing or erected thereon, or that arises from accident, fire, or from any other casualty on said premises or from any other cause whatsoever, except to the extent of the Lessor Parties' negligence or intentional misconduct. Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs, attorney fees and expenses in connection therewith to the full extent permitted by applicable law, excepting however, all claims to the extent arising from the Lessor Parties' negligence or intentional misconduct.

21. INSPECTION.

The Lessor and its authorized representatives shall have the right, at any reasonable time during the Lease and upon at least 24 hours' notice to Lessee (except in the case of an emergency, in which case no notice is required) to enter upon the Leased Premises, or any part thereof, to inspect the same and all improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the Leased Premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection.

22. MINERALS.

While maintaining Section 13 to maximum extent practicable, it is understood that all minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor; provided, however, during the Term, Lessor agrees to coordinate with Lessee to maintain its quiet enjoyment of the Leased Premises prior to any activity related to Lessor's rights to minerals on or under the Leased Premises.

23. EMINENT DOMAIN.

If the Leased Premises or any part thereof is taken under the laws of eminent domain at any time during the term of this Lease, Lessee's interest in the Leased Premises or the part of the Leased Premises taken shall thereupon cease. Compensation awarded for the taking of the Leased Premises or any part thereof, including any improvements located thereon, shall be awarded to Lessor and Lessee as their respective interests may appear at the time of such taking, provided that Lessee's right to such awards shall be subject to the rights of an Encumbrancer under an Approved Encumbrance and any Sublessee.

24. DELIVERY OF LEASED PREMISES.

At the termination of this Lease and following expiration of the Decommissioning Period, Lessee will peaceably and without legal process deliver up the possession of the Leased Premises, in good condition, usual wear and tear excepted.

25. HOLDING OVER.

Except as otherwise provided, holding over by Lessee after termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder in or to the Leased Premises or to any improvements located thereon.

26. INDEMNIFICATION.

Except to the extent of the negligence or intentional misconduct of the Nation and their agents, employees and contractors, Lessee shall defend, indemnify and hold harmless the Nation and its authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Leased Premises by Lessee or any Sublessee.

27. AGREEMENT TO ABIDE BY NAVAJO NATION AND FEDERAL LAWS.

Lessee and Lessee's employees or agents, and Sublessees and their employees or agents agree to abide by all laws, regulations, and ordinances of the Nation and all applicable laws, regulations and ordinances of the United States now in force and effect or as may be hereafter in force and effect including, but not limited to:

- a. Title 25, Code of Federal Regulations, Part 162;
- b. The Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*;
- c. The Navajo Nation Business Opportunity Act, (NNBOA), 5 N.N.C. § 201 *et seq.*;
- d. The Navajo Nation Water Code, 22 N.N.C. § 1101 *et seq.* Lessee shall apply for and submit all applicable permits and information to the Navajo Nation Department of Water Resources, or its successor; and
- e. The Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 *et seq.*

28. GOVERNING LAW.

Except as may be prohibited by applicable federal law, the laws of the Nation shall govern the construction, performance and enforcement of this Lease. Any action or proceeding brought by Lessee against the Nation in connection with or arising out of the terms and conditions of this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation,

and no such action or proceeding shall be brought by Lessee against the Nation in any court or administrative body of any State.

29. AIR QUALITY.

The Lessee shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations pursuant to the Lease.

30. KEEPING LANDS CLEAR.

The Lessee shall clear and keep clear the lands within the Leased Premises to the extent compatible with the purpose of this Lease, and shall dispose of all vegetation and other materials cut, uprooted or otherwise accumulated during any surface disturbance activities in accordance with applicable laws and regulations.

31. RECLAIMED LANDS.

The Lessee shall reclaim all surface lands disturbed related to the Lease, as outlined in a restoration and revegetation plan, which shall be approved by the Navajo Nation Environmental Protection Agency prior to commencement of such a plan.

32. PERMISSION TO CROSS; COOPERATION; FURTHER ASSURANCES.

(A) The Lessee is responsible for securing written permission to cross existing rights-of-way, if any, from the appropriate parties.

(B) Lessor shall cooperate with the title insurance company ("Title Company"), if any, selected by Lessee to issue title insurance insuring (a) Lessee's leasehold and easement interests in the Leased Premises or any Sublessee's sub-leasehold interest in all or any portion of the Leased Premises, and/or (b) any mortgage encumbering such leasehold and/or subleasehold, and shall promptly execute and deliver such title affidavits and such other documents otherwise reasonably required by the Title Company.

(C) Lessor shall cooperate with Lessee and any Sublessee in the exercise of their rights under this Lease or any Sublease. Without limiting the generality of the foregoing, Lessor shall enter into any reasonable consent and non-disturbance agreement with any Encumbrancer and/or Sublessee, stating that Lessor shall recognize the rights of the Encumbrancer and/or Sublessee, as applicable, and not disturb its possession of the Leased Premises so long as it is not in default under this Lease beyond any applicable notice and cure periods, and stating such other things as such Encumbrancer and/or Sublessee may reasonably request.

33. TERMINATION.

Subject to the provisions of Sections 14 and 15, the Navajo Nation may terminate this Lease for violation of any of the terms and conditions stated herein following the expiration of all notice and cure rights set forth in this Lease.

Upon the written request of the Navajo Nation, the Lessee shall provide the Navajo Nation, at the Lessee's sole cost and expense, with an environmental audit assessment of the Leased Premises at least sixty (60) days prior to delivery of the Leased Premises.

34. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, Lessee, before initiating any action or proceeding, agrees to use good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution in connection with this Lease. If such efforts fail to resolve such dispute within sixty (60) business days, either party may subsequently pursue any legal, equitable or other action available to it, subject to the provisions of this Lease.

35. CONSENT TO JURISDICTION.

Lessee hereby consents to the legislative, executive and judicial jurisdiction of the Nation in connection with all activities conducted by the Lessee within the Nation.

36. COVENANT NOT TO CONTEST JURISDICTION.

Lessee hereby covenants and agrees not to contest or challenge the legislative, executive or judicial jurisdiction of the Nation in connection with any enforcement of this Lease, on the basis that such jurisdiction is inconsistent with the status of the Nation as an Indian nation, or that the Nation government is not a government of general jurisdiction, or that the Nation government does not possess police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Nation.

37. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Nation.

38. OBLIGATIONS TO THE UNITED STATES.

It is understood and agreed that while the Leased Premises are in trust or restricted status, all of Lessee's obligations under this Lease and the obligations of its sureties, Encumbrancers, and Sublessees are to the United States as well as to Lessor.

39. NOTICES AND DEMANDS.

(A) Any notices, demands, requests or other communications to or upon either party provided for in this Lease, or given or made in connection with this Lease, (hereinafter referred to as "Notices,") shall be in writing and shall be addressed as follows:

To or upon Lessor:

W. Mike Halona, Director
Navajo Land Department
DIVISION OF NATURAL RESOURCES
P.O. Box 2249
Window Rock, Navajo Nation (Arizona) 86515
Fax: 1- 928-871-7039

Office of the President and Vice President
The Navajo Nation
P.O. Box 7440
Window Rock, Navajo Nation (Arizona) 86515
Fax: 1- 928-871-4025

To or upon Lessee:

Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, Arizona 86504
Fax: 1-928-729-2135

(B) All Notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission or e-mail, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours; or if not, during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission or e-mail, followed by surface mail, on the next business day following actual delivery and receipt.

(C) The Navajo Land Department will send documentation to the Bureau of Indian Affairs regarding this Lease.

(D) Lessor and Lessee may at any time change its address for purposes of this section by providing written notice to the other party in accordance with this section.

40. SUCCESSORS AND ASSIGNS.

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors of Lessee. Except as the context otherwise requires, the term "Lessee," as used in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

41. RESERVATION OF JURISDICTION.

There is expressly reserved to the Nation full territorial legislative, executive and judicial jurisdiction over the area under the Lease and all lands burdened by the Lease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring

within the area under the Lease; and the area under the Lease and all lands burdened by the Lease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

42. VALIDITY.

No modification of or amendment to this Lease shall be valid or binding on either party until it is executed by both parties.

43. MEMORANDUM.

Lessee shall ensure a notarized memorandum of this Lease in substantially the form attached hereto ("Memorandum"), as Exhibit B, is filed contemporaneously with or immediately following execution of this Lease within the respective county recorder where the Leased Premises are located.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

THE NAVAJO NATION, LESSOR

**THE NAVAJO TRIBAL UTILITY
AUTHORITY, LESSEE**

Date: _____

Date: _____

By: _____
Jonathan Nez, President
The Navajo Nation

By: _____
Walter W. Haase, P.E.
General Manager

Exhibit B

MEMORANDUM OF LEASE

WHEN RECORDED, RETURN TO:

[TO BE DETERMINED]

Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, Arizona 86504

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is executed as of the ____ day of _____ to recognize that the **NAVAJO NATION**, ("Lessor"), and **NAVAJO TRIBAL UTILITY AUTHORITY**, ("Lessee"), a Navajo Nation enterprise, whose address is P.O. Box 170, Fort Defiance, AZ have entered into that certain Lease, as further described herein.

WITNESSETH:

Lessor and Lessee have made and entered into that certain Cameron Chapter Solar Site Lease, dated _____, (the "Lease"); whereby Lessor has leased and granted unto Lessee, and Lessee has leased and received from Lessor, on and subject to the terms, provisions and conditions of the Lease, the leased premises and easements as more particularly described on Attachment 1 attached hereto.

The terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased and granted unto Lessee, and Lessee has leased and received from Lessor, on and subject to the terms, provisions and conditions of the Lease, the leased premises and easements as more particularly described on Attachment 1 attached hereto.

Any terms used in this Memorandum which are not defined herein shall have the same meaning as are ascribed to such terms in the Lease. Specific reference is hereby made to the following terms, provisions and conditions of the Lease:

1. Term. The Term of this Lease shall be for a period of fifty (50) years, which consists of a Primary Term of 25 years and Additional Term of 25 years, commencing on Effective Date of the Lease.

2. Notices and Demands. Any notices, demands, requests or other communications to or upon either party provided for in this Lease, or given or made in connection with this Lease, shall be in writing and shall be addressed as follows:

To or upon Lessor:

W. Mike Halona, Director
Navajo Land Department
DIVISION OF NATURAL RESOURCES
P.O. Box 2249
Window Rock, Navajo Nation (Arizona) 86515
Fax: 1- 928-871-7039

To or upon Lessee:

Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, Arizona 86504
Fax: 1-928-729-2135

Notice to all Parties. The Lease contains other terms and provisions not herein set forth which are incorporated herein by reference for all purposes, and this Memorandum is executed for the purpose of placing third parties dealing with the leased premises on notice of the existence of the sublease and, where appropriate, its contents, and shall ratify and confirm all other terms and provisions of the Lease (including all exhibits) as fully as if the same had been set forth herein.

Notice of Existence of Lease; No Amendment. This Memorandum is intended to be recorded solely for the purpose of evidencing of record the existence of the Lease. A copy of the signature page of the Lease is attached hereto, as Attachment 2. This Memorandum does not modify any of the agreements, rights or obligations of Lessor and Lessee under the Lease, which alone fully expresses the agreements, rights and obligations of Lessor and Lessee under the Lease.

IN WITNESS WHEREOF, the Navajo Tribal Utility Authority has caused this Memorandum of Lease to be filed for recordation.

NAVAJO TRIBAL UTILITY AUTHORITY

Date: _____

By: _____

[TO BE DETERMINED]

Navajo Tribal Utility Authority

STATE OF ARIZONA)
) ss.
COUNTY OF NAVJO)

On this _____ day of _____, before me, the undersigned offer, personally appeared _____, who acknowledged her/himself to be _____, of NAVAJO TRIBAL UTILITY AUTHORITY, a Navajo Nation enterprise:

_____ whom I know personally;
_____ whose identity was proven to me on the oath of _____, a
_____ credible witness by me duly sworn;
_____ whose identity I verified on the basis of his/her _____,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contain on behalf of that entity.

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

NOTARY SEAL:

Notary Public

**CAMERON CHAPTER SOLAR SITE SUBLEASE
BETWEEN
NAVAJO TRIBAL UTILITY AUTHORITY
AND THE
NTUA GENERATION CAMERON, LLC**

THIS SOLAR SITE SUBLEASE is made and entered into this ___ day of ___, 2021 ("Effective Date"), by and between THE NAVAJO TRIBAL UTILITY AUTHORITY (NTUA), hereinafter called the "Sublessor," whose address is P.O. Box 170, Fort Defiance, AZ 86504, and NTUA GENERATION CAMERON, LLC, hereinafter called the "Sublessee," whose address is P.O. Box 170, Fort Defiance, AZ 86504. This Sublease shall follow the provisions of the Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 *et seq.* and 25 U.S.C. § 415(e), as implemented by the regulations contained in 25 C.F.R. Part 162, and all amendments or successors thereto, which by this reference are made a part hereof.

1. DEFINITIONS.

(A) "Additional Term" means the ten (10) years following the Primary Term.

(B) "Affiliate" means any corporation, general partnership, limited partnership, limited liability partnership, trust, company (including, without limitation, any limited liability company or joint stock company) or other organization or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with one of the Parties of this Sublease.

(C) "Approved Encumbrance" means an encumbrance approved in writing or otherwise deemed approved by Sublessor in accordance with the terms and conditions of this Sublease.

(D) "Commercial Operations Date" means the date upon which the Project is mechanically complete and operating in accordance with its manufacturing specifications, net electricity is regularly generated and delivered and Sublessee has commenced sale thereof to purchasers of generated electricity as agreed to by Sublessee and any such purchaser, in each case, as determined by Sublessee and evidenced by Sublessee written Notice to Sublessor thereof; provided, however, in no event shall "Commercial Operations Date" be deemed to have occurred during periods of start-up and testing of the Project.

(E) "Decommissioning Period" means the twelve month period after (1) termination by Sublessor or (2) the end of the Term, including the Primary Term and/or Additional Term, during which time the Sublessee shall have to remove all property, without limitation and including, but not limited to, buildings, improvements, equipment, conduits, fixtures and personal property from the Subleased Premises and restore the land to its prior condition, as further described in Section 8(B).

(F) "Effective Date" means the date the Sublease is fully approved and executed by the Sublessor and Sublessee.

(G) "Encumbrancer" means the owner and holder of an Approved Encumbrance, including all successors and assigns.

(H) "Hazardous Substance" means any "hazardous substance as defined at § 2104 Q. of the NNCERCLA, 4 N.N.C. § 2101 *et seq.*, including all amendments or successors thereto.

(I) "NNCERCLA" means the Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act, 4 N.N.C. § 2101 *et seq.*

(J) "Navajo Nation" or "Nation" means the government of the Navajo Nation, as engaged under this Sublease through the Navajo Land Department.

(K) "Primary Term" means the first twenty five years of the Term under the Lease and Sublease.

(L) "Project" shall have the meaning set forth in Section 4.

(M) "Regulated Substance" means any regulated substance as defined at § 1502 V. of the Navajo Nation Underground and Aboveground Storage Act, 4 N.N.C. § 1501 *et seq.*, which includes petroleum and petroleum products.

(N) "Sublessor Parties" includes the Sublessor, its officers, agents, or employees.

(O) "Term" shall have the meaning set forth in Section 5.

2. SUBLEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Sublessor hereby subleases to Sublessee all, or a portion of, that tract or parcel of land situated within the Cameron Chapter, Navajo Nation, state of Arizona more particularly described in the survey map with legal description attached hereto as Attachment "1," and by this reference made a part hereof, containing 1,110 acres of the total approximately 1,100 acre(s), more or less, together with the right of reasonable ingress and egress, and the right to install utilities pursuant to Section 10 below, hereinafter called the "Subleased Premises." The Navajo Land Department will submit one copy of the Lease and Sublease to the Bureau of Indian Affairs for recording pursuant to 16 N.N.C. §§ 2322(B).

3. COMPLIANCE WITH FEDERAL LAW.

This Sublease hereby incorporates by reference, and shall be deemed to include, all the mandatory provisions regarding a business lease set forth in 25 C.F.R. §162.413 (the "Mandatory Provisions"). Incorporation of the Mandatory Provisions into this Sublease is designed to assure that the Sublease complies with all applicable requirements of federal law and to facilitate the processing and administration of this Sublease. Among other things, the Mandatory Provisions require compliance with federal and tribal laws pursuant to the 25 C.F.R. §162.014. This requires compliance with all federal and tribal historic and cultural preservation laws—specifically all work must cease and the Nation must be notified if artifacts are discovered to prevent unauthorized destruction of resources pursuant to 16 U.S.C. §470ee. In no circumstances shall the Sublease be construed to waive any requirement of federal law.

4. PURPOSE, UNLAWFUL USES.

(A) Sublessee shall develop, use and occupy the Subleased Premises solely for the purpose of constructing, operating and maintaining a solar energy project, battery storage and related interconnection facilities and all other related facilities and improvements (collectively the "Project"). Sublessee shall have the right to fence all, or any portion, of the Subleased Premises as may be necessary to conduct Sublessee's operations. Whether or not Sublessee chooses to fence the Subleased Premises, Sublessee shall be solely responsible for securing the Subleased Premises so as to protect Sublessee's Project located on the Subleased Premises and for protecting members of the general public, as well as Sublessee's agents and invitees, from personal injury on the Subleased Premises.

(B) The Subleased Premises shall not be developed or used by Sublessee for any purpose other than as described in Section 4(A) above.

(C) Sublessee shall not use, or permit to be used, any part of the Subleased Premises for any unlawful conduct or purpose, creation of a nuisance, illegal activity, or negligent use or waste of the Subleased Premises.

5. TERM.

The term of this Sublease shall be for a period of twenty-five (25) years, commencing on the Effective Date (the "Primary Term") and an additional ten (10) years upon the expiration of the Primary Term ("Additional Term").

6. RENTAL.

(A) Sublessee shall pay \$2,000 annually as an administrative payment for this Sublease to the Sublessor, as well as an annual rental payment in amount of \$415 per acre of the Subleased Premises. With the exception of the first year, which shall be paid within thirty days after the Effective Date, each payment shall be paid in advance, by December 15 of the year prior to the commencement of each calendar year during the Term.

(B) Payments under this Sublease shall be addressed to: The Navajo Tribal Utility Authority, Accounts Receivable Section, Post Office Box 170, Fort Defiance, Arizona 86516.

7. CONDITION OF SUBLEASED PREMISES.

Sublessee has examined the Subleased Premises and any improvements thereon and accepts the same in "as-is" condition. No representations as to the condition of the Subleased Premises have been made by Sublessor, any agent of Sublessor, or the Nation, prior to or at the time of execution of this Sublease. Sublessee warrants that its decision to enter into this Sublease is based solely upon Sublessee's independent investigation of the Subleased Premises.

8. IMPROVEMENTS.

(A) All buildings and other improvements on the Subleased Premises, including, but not limited to, the solar panels, inverters, structures, interconnection facilities, as well as any and all

equipment, conduits, fixtures and personal property, shall remain the property of Sublessee during and after the Term. Sublessor shall have no ownership or other interest in any (and Sublessee is the sole and exclusive owner of all) buildings and other improvements installed on the Subleased Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Project or the electric energy, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Sublease or as may come into effect during the Term.

(B) Sublessor agrees and acknowledges that Sublessee shall have the right to remove all property, without limitation and including, but not limited to, buildings, improvements, equipment, conduits, fixtures and personal property of Sublessee, at any time during the Term or during the Decommissioning Period. Prior and up to expiration of the Decommissioning Period, at Sublessee's expense, Sublessee shall remove any buildings, improvements and all personal property in a workmanlike manner, and shall restore the Subleased Premises to substantially the same condition, including reasonable wear and tear, as existed prior to the installation of Sublessee's improvements. Sublessee will be released from liability when approved by an inspection of the Subleased Premises. Any structures, buildings and other improvements which are not removed within Decommissioning Period shall become the property of the Navajo Nation. The Sublessee shall remain liable for any and all clean up and removal costs of any property not removed within the Decommissioning Period.

9. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

(A) All buildings and other improvements placed on the Subleased Premises by Sublessee or its Subtenant shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance. The Sublessor reserves the right to require Sublessee to modify any improvements to the Leased Premises that do not comply with the requirements of this Section 9(A).

(B) Sublessee shall maintain the Subleased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.

10. UTILITY SERVICE LINE.

11. Although Sublessor or the Nation has the right to enter into service line agreements with utility companies for service lines across the Subleased Premises, the Sublessor or the Nation shall ensure that any such agreements do not unreasonably interfere with Sublessee's use of the Subleased Premises. For the avoidance of any doubt regarding potential interference, Sublessor or the Nation agrees to coordinate with Sublessee prior to entering into any such agreements. Nothing contained herein shall be construed to limit the right of Sublessor or the Nation to enter into service line agreements with utility companies for service lines across the Subleased Premises,

provided that such service lines do not unreasonably interfere with Sublessee's use of the Subleased Premises, nor otherwise affect the rights-of-way reserved to Sublessor in Section 2 of this Sublease. **LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.**

(A) Sublessee shall not cause or permit any liens of any kind or nature whatsoever arising from any work performed, services rendered, materials furnished, responsibilities or obligations incurred or authorized by Sublessee to be enforced against the Subleased Premises, any interest therein or any improvements thereon. Sublessee shall discharge all such liens before any action is brought to enforce same or shall bond over such liens in a manner sufficient to prevent any action against the Subleased Premises. Sublessee shall have the right to contest any such asserted lien against the Subleased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement thereof.

(B) Sublessee shall pay, before becoming delinquent, all applicable taxes including, but not limited to, property, use or gross receipts taxes or assessments, or any other like charges levied upon or against the Subleased Premises, any interest therein or any improvements thereon, for which Sublessee is liable. Upon request by Sublessor, Sublessee shall furnish Sublessor written evidence duly certified that any and all such taxes, assessments and other like charges due or required to be paid by Sublessee have been paid, satisfied or otherwise discharged. Sublessee shall have the right to contest any asserted tax, assessment or other like charge against the Subleased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom, if consistent with applicable Navajo Nation laws and regulations.

(C) Sublessee agrees to defend, protect, indemnify and hold harmless Sublessor, the Nation and the Subleased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien of any kind or nature whatsoever therefor, any sale, collection efforts, causes of action, suits, demands, and judgements of every kind, or other proceedings to enforce payment thereof, and all costs and expenses in connection therewith. Sublessor shall comply with reasonable requests by Sublessee to provide any appropriate documents in Sublessor's possession with reference to any real estate tax exemption under State law that is applicable to the Subleased Premises, any interest therein or improvements thereon.

(D) Sublessee shall pay, before becoming delinquent, all charges for utility services, including electricity and telecommunication services, supplied to the Subleased Premises.

(E) Sublessor shall have the right to pay any lien, tax, assessment or other charge payable by Sublessee under this Sublease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Sublessor, Sublessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Sublessor in so doing shall be repaid by Sublessee to Sublessor on demand, together with interest at the greater of (a) ten percent (10%) per annum, or (b) the highest allowable rate from the date of full payment or incursion thereof by Sublessor until repayment is made by Sublessee. Interest shall accrue from the date of payment or incursion thereof by Sublessor and continue to accrue until full repayment is made by Sublessee.

12. ASSIGNMENT.

Sublessee shall not assign, convey, or otherwise transfer this Sublease without the prior written approval of Sublessor, and then only upon the condition that the assignee or other successor

in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Sublease. Any such attempted assignment, conveyance, or transfer, without Sublessor's prior written approval shall be void and of no effect. The approval of Sublessor may be granted, granted upon conditions, or withheld at the sole discretion of Sublessor. Any assignment of the Subleased Premises shall be effective only upon approval of the assignment by the Sublessor and the Navajo Nation, as provided in Section 14 below. The Subleasehold may not be sold, assigned or transferred by the Sublessee, with approval or consent of the Sublessor, to Sublessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Sublessee's assets by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Sublessee or transfer upon partnership or corporate dissolution of Sublessee shall constitute an assignment hereunder.

13. QUIET ENJOYMENT.

Sublessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in this Sublease, Sublessee shall peaceably and quietly have, hold and enjoy the Subleased Premises without any hindrance, interruption, ejection or molestation by Sublessor or by any other person or persons claiming from or under Sublessor.

14. ENCUMBRANCE.

(A) Sublessee shall have the right at any time and from time to time to mortgage, encumber or pledge (including by mortgage, deed of trust or personal property security instrument) to any Sublease Mortgagee, without the consent of Sublessor, all or any part of Sublessee's rights and/or interests under this Sublease, and the subleasehold created thereby, and/or in any personal property and fixture of Sublessee, and any such financing by Sublessee shall be deemed an Approved Encumbrance. As used herein, the term "Sublease Mortgagee" means any financial institution or other person or entity that from time to time provides any hedge arrangement, development, bridge, construction, permanent debt or tax equity financing or refinancing for some or all of Sublessee's projects on the Subleased Premises, personal property and/or fixtures, or operations on the Subleased Premises, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender, and their respective representatives, successors and assigns whose name and address for notices have been provided to Sublessor in writing. An Approved Encumbrance shall be confined to the leasehold interest of Sublessee or the subleasehold interest of Sublessee, and its respective personal property and fixtures, and shall not jeopardize in any way the Nation or Sublessor's interests in the land constituting the Subleased Premises. With respect to any proposed encumbrance not deemed an Approved Encumbrance as set forth above, Sublessee agrees to furnish any requested financial statements or analyses pertinent to the proposed encumbrance that the Sublessor may deem necessary to justify the amount, purpose and terms.

(B) In the event of default by Sublessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of leasehold, whether under power of sale or foreclosure, the Encumbrancer shall give to Sublessor notice of the same character and duration as is required to be given to Sublessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Sublessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid

interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

(C) If Sublessor exercises the right in Subsection (B), all right, title and interest of Sublessee in this Sublease shall terminate and Sublessor shall acquire this Sublease; provided, however, that such termination shall not relieve Sublessee of any obligation or liability which shall have accrued prior to the date of termination. Acquisition of this Sublease by Sublessor under these circumstances shall not serve to extinguish this Sublease by merger or otherwise.

(D) If Sublessor declines to exercise the above right and sale of the leasehold under the Approved Encumbrance shall occur, the purchaser at such sale shall succeed to all of the right, title and interest of Sublessee in this Sublease. It is further agreed that the purchaser at such sale if it is the Encumbrancer, the Encumbrancer may sell and assign this Sublease without any further approval by Sublessor, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Sublease, and no such assignment shall be valid unless and until the assignee shall so agree. If Encumbrancer is the purchaser, it shall be required to perform the obligations of this Sublease only so long as it retains title thereto. If the purchaser is other than the Encumbrancer, approval by the Nation is required, the purchaser shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Sublease, and no such purchase shall be valid unless and until purchaser shall so agree.

(E) Sublessee shall not agree to a modification or amendment of this Sublease if the same could reasonably be expected to materially reduce the rights or remedies of an Encumbrancer or impair or reduce the security for its lien, and Sublessor shall not accept a surrender of the Subleased Premises or any part thereof or a termination of this Sublease; in each such case without the prior written consent of each Encumbrancer. Each Encumbrancer shall have the absolute right to assign its lien, enforce its lien, and acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means).

(F) In case of the rejection, disaffirmation or other termination of this Sublease as a result of or in the course of any default or the bankruptcy or insolvency of Sublessee, Sublessor shall give prompt notice thereof to the Encumbrancers. Sublessor shall, upon written request of the first priority Encumbrancer, enter into a new sublease agreement with such Encumbrancer, or its designee, within twenty (20) days after the receipt of such request. Such new sublease agreement shall be effective as of the date of such rejection, disaffirmation or termination, shall be for a term equal to the remainder of the Term of this Sublease and shall be upon the same terms, covenants and conditions as contained in this Sublease; and, until such time as such new Sublease is executed and delivered, such Encumbrancer may enter, use and enjoy the Subleased Premises and conduct the activities permitted of the Sublessee hereunder as if this Sublease and the rights of way granted hereunder were still in effect and will agree to comply with the terms of this Sublease. The provisions of this Section 14 shall survive the rejection, disaffirmation or other termination of this Sublease and shall continue in full force and effect thereafter to the same extent as if this Section 14 were a separate and independent contract made by Sublessor, Sublessee and each Encumbrancer. Upon the execution of such new sublease agreement, the Encumbrancer shall (i) pay Sublessor any amounts which are due Sublessor from Sublessee, (ii) pay Sublessor any and all amounts which would have been due under this Sublease (had this Sublease not been terminated) from the date of the termination of this Sublease to the date of the new sublease agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants set forth

in this Sublease to be performed by Sublessee, to the extent that Sublessee failed to perform the same prior to the execution and delivery of the new sublease agreement.

(G) Sublessee shall be responsible for providing Sublessor with any and all names, addresses and other relevant information of any Encumbrancers under the Sublease for the Project to be developed on the Subleased Premises. Sublessee shall provide such information within 60 days after the Commercial Operation Date. Furthermore, in the event that an Encumbrancer seeks to act under this provision, the Sublessee shall immediately, but no later than twenty (20) days after receipt of notice from the Encumbrancer, provide notice to Sublessor and describe the circumstances and proposed actions of such Encumbrancers.

15. DEFAULT.

(A) Time is declared to be of the essence in this Sublease. Subject to the provisions of Section 14 above and clause (D) below, should Sublessee default in any payment of monies when due under this Sublease, fail to post any required bond, failure to cooperate with the Nation's request to make appropriate records, reports, information available, or be in violation of any other provision of this Sublease, and should such violation not be cured within thirty (30) days of written notice from Sublessor, or, with respect to any default other than a failure to make a timely payment of monies due and owed, within such additional time as is needed to cure provided Sublessee is diligently prosecuting the same to completion, said violation may be acted upon by the Nation in accordance with the provisions of 25 C.F.R. Part 162 and 16 N.N.C. §2361, including any amendments or successors thereto.

(B) In addition to the rights and remedies provided by the aforementioned regulations, Sublessor may exercise the following options upon Sublessee's default, authorized by applicable law subject to the provisions of subsection (D) below:

- (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Sublessee's compliance with all provisions of this Sublease; or
- (2) Re-enter the premises, if the Sublessee has abandoned the premises and defaulted on payment of rent, and remove all property therefrom, and re-let the premises without terminating this Sublease, for the account of Sublessee, but without prejudice to Sublessor's right to terminate the Sublease under applicable law thereafter, and without invalidating any right of Sublessor or any obligations of Sublessee hereunder. The terms and conditions of any re-letting shall be in the sole discretion of Sublessor (subject to the terms of the Lease), who shall have the right to alter and repair the Subleased Premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of altering and repairing or re-letting the Subleased Premises and collecting any related expenses, including reasonable attorney fees and any reasonable real estate commission actually paid, together with any insurance, taxes and assessments paid, and thereafter toward payment to liquidate the total liability of Sublessee. Sublessee shall pay to Sublessor monthly when due, any deficiency and Sublessor may sue thereafter as each monthly deficiency shall arise; or

(3) Take any other action authorized or allowed under applicable law.

(C) No waiver of a breach of any of the terms and conditions of this Sublease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Sublease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Sublessor, or any other rights or remedies now held or which may be held by Sublessor in the future.

(D) Sublessor shall give to an Encumbrancer a copy of each notice of default by Sublessee at the same time as such notice of default shall be given to Sublessee. Sublessor shall accept performance by an Encumbrancer of any of Sublessee's obligations under this Sublease, with the same force and effect as though performed by Sublessee. An Encumbrancer shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Sublessee would be entitled to pursue. If Sublessor shall become entitled to terminate this Sublease due to an uncured default by Sublessee, Sublessor shall not terminate this Sublease unless it has first given a second written notice of such uncured default and of its intent to terminate this Sublease to each Encumbrancer and has given each Encumbrancer at least sixty (60) additional days to cure the default to prevent such termination of this Sublease; provided, however, that if such default cannot reasonably be cured within such sixty (60) day period, then such Encumbrancer shall have such additional period of time as is reasonably required to cure such default. Furthermore, if within such sixty (60) day period an Encumbrancer notifies Sublessor that it must foreclose on Sublessee's interest or otherwise take possession of Sublessee's interest under this Sublease in order to cure the default, Sublessor shall not terminate this Sublease and shall permit such Encumbrancer a sufficient period of time as may be necessary for such Encumbrancer, with the exercise of due diligence, to foreclose or acquire Sublessee's interest under this Sublease and to perform or cause to be performed all of the covenants and obligations to be performed and observed by Sublessee; provided, however, that if an Encumbrancer is prohibited by any process or action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Sublessee from commencing or prosecuting foreclosure proceedings or acquiring Sublessee's interest, then the period specified above for commencing and prosecuting such proceedings shall be extended for the period of such prohibition. Sublessor shall not terminate this Sublease if an Encumbrancer has cured or is diligently taking action to cure Sublessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

16. SANITATION.

Sublessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the United States and the Nation, and to dispose of all solid waste in compliance with applicable federal and Nation law. Sublessee further agrees at all times to maintain the entire Subleased Premises in a safe and sanitary condition, presenting a good appearance both inside and outside the Subleased Premises.

17. HAZARDOUS AND REGULATED SUBSTANCES.

(A) Sublessee shall not cause or permit any Hazardous or Regulated Substance of a type not typically used in similar projects or in quantities in excess of that typically used in similar projects, to be used, stored, generated or disposed of on or in the Subleased Premises without first notifying Sublessor and obtaining Sublessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Subleased Premises by Sublessee

or its agents, with or without Lessor's consent, or if the Leased Premises become contaminated in any manner as a result of the actions of Sublessee or its agents, Sublessee shall indemnify and hold harmless the Sublessor and Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Subleased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Subleased Premises), as well as reasonable attorneys' fees, consultant and expert fees arising during or after the Term and arising as a result of such contamination, with the exception that the Sublessee is not required to indemnify any Lessor Parties (as that term is defined in the Lease) for liability or cost arising from the Lessor Parties' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the Leased Premises or any cleanup, removal, remediation or restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Sublessee causes or permits any Hazardous or Regulated Substance on the Subleased Premises and the presence of such results in any contamination of the Subleased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Sublessee shall promptly, at its sole expense, take any and all necessary actions to return the Subleased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Subleased Premises. Sublessee shall first obtain Sublessor's approval for any such remedial action.

(B) Sublessee shall provide the Navajo Nation Environmental Protection Agency and the Risk Management Department of the Nation with a clear and legible copy of all notices or reports concerning release of Hazardous or Regulated Substances, investigation testing, or remediation at the Leased Premises which Sublessee is required by applicable law, or regulation, to provide to the United States Environmental Protection Agency or which Sublessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Sublease upon the Navajo Environmental Protection Agency shall be by first class mail to:

Waste Regulatory and Compliance Program
Navajo Nation Environmental Protection Agency
Post Office Box 3089
Window Rock, Navajo Nation (Arizona) 86515

and,

Risk Management Department
Navajo Environmental Protection Agency
Post Office Box 1690
Window Rock, Navajo Nation (Arizona) 86515

or their respective institutional successors.

18. INSURANCE.

(A) Sublessee shall obtain and maintain a general commercial liability insurance policy in an amount of no less than \$5,000,000.00 for personal injury to one person and \$1,000,000.00 per occurrence and \$5,000,000.00 for damage to property. Sublessor, the Nation and the United States shall be named as an Additional Insured with respect to this Sublease. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar

protection available to the Additional Insured, whether said other available coverage by primary, contributing or excess. Sublessee shall provide for notification to Sublessor prior to any change in said policy or any cancellation or non-renewal of said policy for any reason including non-payment of premium. A Certificate of Insurance evidencing the above coverage shall be furnished to Sublessor annually, or upon written request.

(B) Sublessor may require that the amount of the insurance policy required by subsection (A) of this Section 20 be increased at any time, whenever Sublessor determines that such increase reasonably is necessary for the protection of Sublessor or the Nation.

(C) In no event shall the amount of Sublessee's insurance policy limit Sublessee's liability or its duty to indemnify Sublessor or Lessor under this Sublease.

19. PERFORMANCE BOND

Sublessor is requiring Sublessee to comply with the Performance Bond Requirement pursuant to 16 N.N.C. §2335(A) under this Sublease.

20. NON-LIABILITY.

The Sublessor Parties shall not be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Sublessee or any other person whomsoever, that is caused by any use of the Subleased Premises by Sublessee, or that results from any defect in any structure or other improvement existing or erected thereon, or that arises from accident, fire, or from any other casualty on said premises or from any other cause whatsoever, except to the extent of the Sublessor Parties' negligence or intentional misconduct. Sublessee, as a material part of the consideration for this Sublease, hereby waives on Sublessee's behalf all claims against Sublessor, the Nation and the United States Government and agrees to defend and hold Sublessor, the Nation and the United States Government free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Sublessee, together with all costs, attorney fees and expenses in connection therewith to the full extent permitted by applicable law, excepting however, all claims to the extent arising from the Sublessor Parties' negligence or intentional misconduct. Notwithstanding any provision in this Sublease to the contrary, neither Sublessee nor Sublessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Sublease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Sublease. The foregoing provision shall not prohibit Sublessee or Sublessor from seeking and obtaining general contract damages for a breach of this Sublease.

21. INSPECTION.

The Sublessor, the Nation, and their authorized representatives shall have the right, at any reasonable time during the Sublease and upon at least 12 hours' notice to Sublessee (except in the case of an emergency, in which case no notice is required), to enter upon the Subleased Premises, or any part thereof, to inspect the same and all improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the Subleased Premises, any improvements thereto or any

adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection.

22. MINERALS.

It is understood that all minerals, including sand and gravel, contained in or on the Subleased Premises are reserved for the use of the Nation; provided, however, during the Term, the Nation agrees to coordinate with Sublessor to maintain Sublessee quiet enjoyment of the Subleased Premises prior to any activity related to the Nation's rights to minerals on or under the Subleased Premises.

23. EMINENT DOMAIN.

If the Subleased Premises or any part thereof is taken under the laws of eminent domain at any time during the term of this Sublease, Sublessee's interest in the Subleased Premises or the part of the Subleased Premises taken shall thereupon cease. Compensation awarded for the taking of the Subleased Premises or any part thereof, including any improvements located thereon, shall be awarded to Sublessor and Sublessee as their respective interests may appear at the time of such taking, provided that Sublessee's right to such awards shall be subject to the rights of an Encumbrancer under an Approved Encumbrance.

24. DELIVERY OF SUBLEASED PREMISES.

At the termination of this Sublease and following expiration of the Decommissioning Period, Sublessee will peaceably and without legal process deliver up the possession of the Subleased Premises, in good condition, usual wear and tear excepted, and as otherwise set forth in Section 8 above.

25. HOLDING OVER.

Except as otherwise provided, holding over by Sublessee after termination of this Sublease shall not constitute a renewal or extension thereof or give Sublessee any rights hereunder in or to the Subleased Premises or to any improvements located thereon.

26. ATTORNEY'S FEES.

Sublessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Sublessor in enforcing the provisions of this Sublease or in pursuing an action against Sublessee for breach, default or liability arising under this Sublease. Sublessee will not be liable for costs incurred by Sublessor if a judgment is rendered in favor of Sublessee.

27. INDEMNIFICATION.

Except to the extent of the negligence or intentional misconduct of Nation and the Secretary, and their agents, employees and contractors, Sublessee shall defend, indemnify and hold harmless the Nation and the Secretary and their authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Subleased Premises by Sublessee.

28. AGREEMENT TO ABIDE BY NAVAJO NATION AND FEDERAL LAWS.

Sublessee and Sublessee's employees or agents, agree to abide by all laws, regulations, and ordinances of the Nation and all applicable laws, regulations and ordinances of the United States now in force and effect or as may be hereafter in force and effect including, but not limited to:

- a. Title 25, Code of Federal Regulations, Part 169 subject to the terms of the right-of-way;
- b. The Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*;
- c. The Navajo Nation Business Opportunity Act, (NNBOA), 5 N.N.C. § 201 *et seq.*;
- d. The Navajo Nation Water Code, 22 N.N.C. § 1101 *et seq.* Sublessee shall apply for and submit all applicable permits and information to the Navajo Nation Department of Water Resources, or its successor; and
- e. The Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 *et seq.*

29. GOVERNING LAW.

Except as may be prohibited by applicable federal law, the laws of the Nation shall govern the construction, performance and enforcement of this Sublease. Any action or proceeding brought by Sublessee against the Nation in connection with or arising out of the terms and conditions of this Sublease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation, and no such action or proceeding shall be brought by Sublessee against the Nation in any court or administrative body of any State.

30. AIR QUALITY.

The Sublessee shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations pursuant to the Sublease.

31. KEEPING LANDS CLEAR.

The Sublessee shall clear and keep clear the lands within the Subleased Premises and right-of-way to the extent compatible with the purpose of this Sublease, and shall dispose of all vegetation and other materials cut, uprooted or otherwise accumulated during any surface disturbance activities in accordance with applicable laws and regulations.

32. RECLAIMED LANDS.

The Sublessee shall reclaim all surface lands disturbed related to the Sublease and right-of-way, as outlined in a restoration and revegetation plan, which shall be approved by the Navajo Nation Environmental Protection Agency prior to commencement of such a plan.

33. PERMISSION TO CROSS; COOPERATION: FURTHER ASSURANCES.

(A) The Sublessee is responsible for securing written permission to cross existing rights-of-way, if any, from the appropriate parties.

(B) Sublessor shall cooperate with the title insurance company ("Title Company"), if any, selected by Sublessee to issue title insurance insuring (a) Sublessee's leasehold and easement interests in the Subleased Premises or any Sublessee's sub-leasehold interest in all or any portion of the Subleased Premises, and/or (b) any mortgage encumbering such leasehold and/or subleasehold, and shall promptly execute and deliver such title affidavits and such other documents otherwise reasonably required by the Title Company.

(C) Sublessor shall fully support and cooperate with Sublessee in the exercise of its rights under this Sublease. Without limiting the generality of the foregoing, Sublessor shall enter into any reasonable consent and non-disturbance agreement with any Encumbrancer, stating that Sublessor shall recognize the rights of the Encumbrancer and not disturb its possession of the Subleased Premises so long as it is not in default under this Sublease beyond any applicable notice and cure periods, and stating such other things as such Encumbrancer may reasonably request; and (ii) enter into an amendment to this Sublease to bifurcate the provisions herein in connection with any assignment by Sublessee of partial interest in the Subleased Premises and/or any of the rights of way granted herein or pursuant hereto to fully effectuate any such partial assignment.

(D) Sublessor shall fulfill all obligations owed by it under, and shall enforce all of its rights granted under, its lease for the Subleased Premises with the Navajo Nation.

34. TERMINATION.

At the termination of this Sublease and upon expiration of the Decommissioning Period, the Sublessee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted, and otherwise as set forth in Section 8 above. Upon the written request of the Sublessor, the Sublessee shall provide the Sublessor, at the Sublessee's sole cost and expense, with an environmental audit assessment of the Subleased Premises at least sixty (60) days prior to delivery of the Subleased Premises.

35. DISPUTE RESOLUTION.

In the event that a dispute arises under this Sublease, Sublessee, before initiating any action or proceeding, agrees to use good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution in connection with this Sublease.

If such efforts fail to resolve such dispute within ten (10) business days, either party may subsequently pursue any legal, equitable or other action available to it, subject to the provisions of this Sublease.

36. CONSENT TO JURISDICTION.

Sublessee hereby consents to the legislative, executive and judicial jurisdiction of the Nation in connection with all activities conducted by the Sublessee within the Nation.

37. COVENANT NOT TO CONTEST JURISDICTION.

Sublessee hereby covenants and agrees not to contest or challenge the legislative, executive or judicial jurisdiction of the Nation in connection with any enforcement of this Sublease, on the basis that such jurisdiction is inconsistent with the status of the Nation as an Indian nation, or that the Nation government is not a government of general jurisdiction, or that the Nation government does not possess police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this section shall be construed to negate or impair federal responsibilities with respect to the Subleased Premises or to the Nation.

38. NO WAIVER OF SOVEREIGN IMMUNITY OF THE NATION; LIMITED WAIVER BY SUBLESSOR.

(A) Nothing in this Sublease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Nation.

(B) Sublessor irrevocably waives its sovereign immunity on a limited basis and consents to be sued, should an action be commenced to determine and enforce obligations of the parties, including any permitted Encumbrancers, under this Sublease, pursuant to and accordance with that Resolution ___ of the Management Board of Sublessor, dated _____. With respect to the foregoing limited waiver, Sublessor represents and warrants that all notices, approvals, consents and other actions required to authorize such waiver have been given and done, and the waiver is enforceable by Sublessee without further qualification and collection.

(C) Except as may be otherwise expressly provided herein, the transactions related to Project and Sublease may be construed in accordance with and governed by the laws of the State of Arizona (excluding conflicts of law provisions) and applicable federal law.

39. OBLIGATIONS TO THE UNITED STATES.

It is understood and agreed that while the Subleased Premises are in trust or restricted status, all of Sublessee's obligations under this Sublease and the obligations of its sureties and Encumbrancers are to the United States as well as to Sublessor.

40. NOTICES AND DEMANDS.

(A) Any notices, demands, requests or other communications to or upon either party provided for in this Sublease, or given or made in connection with this Sublease (hereinafter referred to as "Notices,") shall be in writing and shall be addressed as follows:

To or upon Navajo Nation:

W. Mike Halona, Director
Navajo Land Department
DIVISION OF NATURAL RESOURCES
P.O. Box 2249
Window Rock, Navajo Nation (Arizona) 86515
Fax: 1- 928-871-7039

To or upon Sublessor:

Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, Arizona 86504
Fax: 1-928-729-2135

To or upon the Sublessee:

NTUA Generation-Cameron, LLC
P.O. Box 170
Fort Defiance, Arizona 86504
Fax: 1-928-729-2135

(B) All Notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission or e-mail, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours; or if not, during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission or e-mail, followed by surface mail, on the next business day following actual delivery and receipt.

(C) Copies of all Notices shall be sent to the Secretary if approval of this Sublease is required.

(D) Sublessor, Sublessee and the Nation may at any time change its address for purposes of this section by Notice.

41. SUCCESSORS AND ASSIGNS.

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors of Sublessee. Except as the context otherwise requires, the term "Sublessee," as used in this Sublease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

42. RESERVATION OF JURISDICTION.

There is expressly reserved to the Nation full territorial legislative, executive and judicial jurisdiction over the area under the Sublease and all lands burdened by the Sublease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the Sublease; and the area under the Sublease and all lands burdened by the Sublease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

43. EFFECTIVE DATE; VALIDITY.

This Sublease shall take effect on the date it is executed by both parties, or approved by the Secretary if the Navajo Nation determines that its approval is required. No modification or amendment to this Sublease shall be valid or binding on either party until it is executed by both parties.

44. MEMORANDUM.

Sublessor and Sublessee shall ensure a notarized memorandum of this Sublease in substantially the form attached hereto ("Memorandum"), as Attachment 2, is filed contemporaneously with or immediately following execution of this Sublease within the respective county recorder where the Project is located.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed as of the date first above written.

**THE NAVAJO TRIBAL UTILITY
AUTHORITY
SUBLESSOR**

**NTUA GENERATION-CAMERON, LLC
SUBLESSEE**

Date: _____

Date: _____

By: _____
Tom Nelson, CFO

By: _____
Walter Haase, President

WHEN RECORDED, RETURN TO:

[TO BE DETERMINED]

Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, Arizona 86504

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE is executed as of the ____ day of _____ to recognize that the **NAVAJO TRIBAL UTILITY AUTHORITY**, ("Sublessor"), a Navajo Nation enterprise, whose address is P.O. Box 170, Fort Defiance, AZ 86504, and **NTUA Generation-Cameroon, LLC**, ("Sublessee"), a Delaware corporation, whose address is P.O. Box 170, Fort Defiance, AZ have entered into that certain Sublease, as further described herein.

WITNESSETH:

Sublessor and Sublessee have made and entered into that certain Cameron Chapter Solar Site Sublease, dated _____, (the "Sublease"); whereby Sublessor has leased and granted unto Sublessee, and Sublessee has leased and received from Sublessor, on and subject to the terms, provisions and conditions of the Sublease, the leased premises and easements as more particularly described on Exhibit A attached hereto.

The terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Sublessor has leased and granted unto Sublessee, and Sublessee has leased and received from Sublessor, on and subject to the terms, provisions and conditions of the Sublease, the leased premises and easements as more particularly described on Item A attached hereto.

Any terms used in this Memorandum which are not defined herein shall have the same meaning as are ascribed to such terms in the Sublease. Specific reference is hereby made to the following terms, provisions and conditions of the Sublease:

1. Term. Commencing on the Effective Date of the Sublease, the Term shall be for a period of thirty-five (35) years, which consists of a Primary Term of 25 years and an Additional Term of 10 years.

2. Notices and Demands. Any notices, demands, requests or other communications to or upon either party provided for in this Sublease, or given or made in connection with this Sublease, shall be in writing and shall be addressed as follows:

To or upon Navajo Nation:

W. Mike Halona, Director
Navajo Land Department

DIVISION OF NATURAL RESOURCES
P.O. Box 2249
Window Rock, Navajo Nation (Arizona) 86515
Fax: 1- 928-871-7039

To or upon Sublessor:

Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, Arizona 86504
Fax: 1-928-729-2135

To or upon Sublessee:

NTUA Generation-Cameron, LLC
P.O. Box 170
Fort Defiance, Arizona 86504
Fax: 1-928-729-2135

Notice to all Parties. The Sublease contains other terms and provisions not herein set forth which are incorporated herein by reference for all purposes, and this Memorandum is executed for the purpose of placing third parties dealing with the leased premises on notice of the existence of the sublease and, where appropriate, its contents, and shall ratify and confirm all other terms and provisions of the Sublease (including all exhibits) as fully as if the same had been set forth herein.

Notice of Existence of Sublease; No Amendment. This Memorandum is intended to be recorded solely for the purpose of evidencing of record the existence of the Sublease. A copy of the signature page of the Sublease is attached hereto, as Item B. This Memorandum does not modify any of the agreements, rights or obligations of Sublessor and Sublessee under the Sublease, which alone fully expresses the agreements, rights and obligations of Sublessor and Sublessee under the Sublease.

IN WITNESS WHEREOF, the Navajo Tribal Utility Authority has caused this Memorandum of Sublease to be filed for recordation.

NAVAJO TRIBAL UTILITY AUTHORITY

Date: _____

By: _____
[TO BE DETERMINED]
Navajo Tribal Utility Authority

STATE OF ARIZONA)
) ss.
COUNTY OF NAVJO)

On this _____ day of _____, before me, the undersigned offer, personally appeared _____, who acknowledged her/himself to be _____, of NAVAJO TRIBAL UTILITY AUTHORITY, a Navajo Nation enterprise:

_____ whom I know personally;
_____ whose identity was proven to me on the oath of _____, a
credible witness by me duly sworn;
_____ whose identity I verified on the basis of his/her _____,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contain on behalf of that entity.

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

NOTARY SEAL:

Notary Public

ATTACHMENT 1

**Legal Description
and Survey Map of Subleased Premises**

SUBLEASE PARCEL SURVEY

Exhibit A

LEASE PARCEL SURVEY

**WITHIN SECTIONS 24 & 28, TOWNSHIP 28 NORTH, RANGE 8 EAST,
SECTIONS 19, 20, 29, & 30, TOWNSHIP 28 NORTH, RANGE 9 EAST,
G&SRM**

**TRACTS A, B, & C
CAMERON, COCONINO COUNTY, ARIZONA
CAMERON SOLAR TRACT PROJECT**

CAMERON SOLAR TRACT A:

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract A, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 19, 20, 29, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 1, the northeastern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1744055.81, E 838515.36, Latitude 35°47'32.9", Longitude -111°26'58.5", located in section 20, T28N, R9E, G&SRM, , located in section 20, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N58°52'41"W a distance of 5,763.61 feet, and from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude -111°28'01.9", bears N85°13'34"W a , bears N85°13'34"W a W a distance of 5,245.39 feet,

Thence S24°54'13"W a distance of 2,522.71 feet to a point where the tract boundary enters section 29, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S89°59'59"W a distance of 8,967.03 feet,

Thence continuing S24°54'13"W a distance of 215.95 feet to Corner 2, an eastern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence S34°59'31"W a distance of 3,371.66 feet to Corner 3 the southern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence N67°27'36"W a distance of 1,970.81 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude - 111°28'01.9", bears N03°43'05"W a distance of 4,937.66 W a distance of 4,937.66 feet,

Thence continuing N67°27'36"W a distance of 3,376.74 feet to Corner 4, the southwestern corner of Tract A, at the eastern edge of a WAPA 345kV Transmission Line Right of Way,

Thence N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 999.21 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM bears N89°59'15"W a distance of 2,421.43 feet,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 861.30 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,275.28 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,969.71 feet to Corner 5,

Thence N62°51'23"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 767.43 feet to Corner 6,

Thence S71°01'04"E a distance of 295.47 feet to a point where the tract boundary enters section 20, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N00°15'50"W a distance of 1,283.82 feet,

Thence continuing S71°01'04"E a distance of 653.63 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing S71°01'04"E a distance of 1,008.35 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing S71°01'04"E a distance of 3,549.57 feet to northeastern corner of Tract A, the point of beginning.

The above described tract contains 772.46 acres more or less in area.

CAMERON SOLAR TRACT B

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract B, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24 and 25, Township 28 North, Range 8 East, and sections 19, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 7, the southwestern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1742059.81, E 827597.44, Latitude 35°47'13.7", Longitude -111°29'11.1", located in section 24, T28N, R8E, G&SRM, , Longitude -111°29'11.1", located in section 24, T28N, R8E, G&SRM, , located in section 24, T28N, R8E, G&SRM, Navajo Nation Trust Land,

Thence N27°18'43"E a distance of 592.47 feet to Corner 8, on the eastern edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence N59°51'50"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 536.17 feet to Corner 9,

Thence N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 181.17 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northeast corner of section 19, T28N, R9E, G&SRM, bears N51°17'24"E a E a distance of 6,529.12 feet,

Thence continuing N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,372.46 feet to Corner

10,

Thence S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 2,007.40 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 1,353.67 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 498.78 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°59'15"W a distance of 2,091.79 feet, W a distance of 2,091.79 feet,

Thence continuing S24°42'48"W a coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 872.81 feet to Corner 11,

Thence N67°27'36"W a distance of 843.15 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing N67°27'36"W a distance of 1,026.60 feet to a point where the tract boundary enters section 25, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N00°01'30"E a distance of 76.60 feet, E a distance of 76.60 feet,

Thence continuing N67°27'36"W a distance of 122.56 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing N67°27'36"W a distance of 58.06 feet to feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°57'55"E a distance of 184.34 feet,

Thence continuing N67°27'36"W a distance of 762.50 feet to southwestern corner of Tract A, Corner 7 and the point of beginning.

The above described tract contains 170.51 acres, more or less in area.

CAMERON SOLAR TRACT C

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract C, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24, Township 28 North, Range 8 East, and section 19, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 12, the northwestern corner of said tract, a set 5/8" rebar with orange rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD83, International Feet Coordinates of N 1746943.81, E 830119.54, Latitude 35°48'01.9", Longitude -111°28'40.3", located in section 19, , Longitude -111°28'40.3", located in section 19, , located in section 19, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N88°29'40"E a distance of E a distance of 3,462.96 feet,

Thence S71°01'04"E a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract E a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract C" on the edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence S24°42'48"W coincident to an existing WAPA 345kV Transmission Line Right-of-Way a distance of 665.33 feet to Corner 14,

Thence S62°51'23"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 185.62 feet to Corner 15,

Thence S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,298.19 feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N52°31'22"E a distance of 6,419.81 feet,

Thence continuing S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 272.72 feet to Corner 16,

Thence S59°51'50"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 298.65 feet to Corner 17,

Thence N27°18'43"E a distance of 1,067.12 feet to a point where

the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears $S00^{\circ}01'22''W$ a distance of 2,170.15 feet,

Thence continuing $N27^{\circ}18'43''E$ a distance of 3,558.40 feet to Corner 12, the point of beginning for Tract "C"

The above described tract contains 157.21 acres, more or less in area.

ITEM A
Legal Description of Subleased Premises

SUBLEASE PARCEL SURVEY

Exhibit A

LEASE PARCEL SURVEY

**WITHIN SECTIONS 24 & 28, TOWNSHIP 28 NORTH, RANGE 8 EAST,
SECTIONS 19, 20, 29, & 30, TOWNSHIP 28 NORTH, RANGE 9 EAST,
G&SRM**

**TRACTS A, B, & C
CAMERON, COCONINO COUNTY, ARIZONA
CAMERON SOLAR TRACT PROJECT**

CAMERON SOLAR TRACT A:

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract A, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 19, 20, 29, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 1, the northeastern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1744055.81, E 838515.36, Latitude 35°47'32.9", Longitude -111°26'58.5", located in section 20, T28N, R9E, G&SRM, , located in section 20, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N58°52'41"W a distance of 5,763.61 feet, and from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude -111°28'01.9", bears N85°13'34"W a , bears N85°13'34"W a W a distance of 5,245.39 feet,

Thence S24°54'13"W a distance of 2,522.71 feet to a point where the tract boundary enters section 29, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S89°59'59"W a distance of 8,967.03 feet,

Thence continuing S24°54'13"W a distance of 215.95 feet to Corner 2, an eastern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence S34°59'31"W a distance of 3,371.66 feet to Corner 3 the southern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence N67°27'36"W a distance of 1,970.81 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude - 111°28'01.9", bears N03°43'05"W a distance of 4,937.66 W a distance of 4,937.66 feet,

Thence continuing N67°27'36"W a distance of 3,376.74 feet to Corner 4, the southwestern corner of Tract A, at the eastern edge of a WAPA 345kV Transmission Line Right of Way,

Thence N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 999.21 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM bears N89°59'15"W a distance of 2,421.43 feet,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 861.30 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,275.28 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,969.71 feet to Corner 5,

Thence N62°51'23"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 767.43 feet to Corner 6,

Thence S71°01'04"E a distance of 295.47 feet to a point where the tract boundary enters section 20, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N00°15'50"W a distance of 1,283.82 feet,

Thence continuing S71°01'04"E a distance of 653.63 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing S71°01'04"E a distance of 1,008.35 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing S71°01'04"E a distance of 3,549.57 feet to northeastern corner of Tract A, the point of beginning.

The above described tract contains 772.46 acres more or less in area.

CAMERON SOLAR TRACT B

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract B, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24 and 25, Township 28 North, Range 8 East, and sections 19, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 7, the southwestern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1742059.81, E 827597.44, Latitude 35°47'13.7", Longitude -111°29'11.1", located in section 24, T28N, R8E, G&SRM, , Longitude -111°29'11.1", located in section 24, T28N, R8E, G&SRM, , located in section 24, T28N, R8E, G&SRM, Navajo Nation Trust Land,

Thence N27°18'43"E a distance of 592.47 feet to Corner 8, on the eastern edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence N59°51'50"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 536.17 feet to Corner 9,

Thence N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 181.17 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northeast corner of section 19, T28N, R9E, G&SRM, bears N51°17'24"E a E a distance of 6,529.12 feet,

Thence continuing N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,372.46 feet to Corner 10,

Thence S24°42'48"W coincident to a WAPA 345kV Transmission Line

Right-of-Way a distance of 2,007.40 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 1,353.67 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 498.78 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°59'15"W a distance of 2,091.79 feet, W a distance of 2,091.79 feet,

Thence continuing S24°42'48"W a coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 872.81 feet to Corner 11,

Thence N67°27'36"W a distance of 843.15 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing N67°27'36"W a distance of 1,026.60 feet to a point where the tract boundary enters section 25, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N00°01'30"E a distance of 76.60 feet, E a distance of 76.60 feet,

Thence continuing N67°27'36"W a distance of 122.56 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing N67°27'36"W a distance of 58.06 feet to feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°57'55"E a distance of 184.34 feet,

Thence continuing N67°27'36"W a distance of 762.50 feet to southwestern corner of Tract A, Corner 7 and the point of beginning.

The above described tract contains 170.51 acres, more or less in area.

CAMERON SOLAR TRACT C

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract C, a solar tract for the Navajo Tribal Utility

Authority, situated on Navajo Nation Trust Lands within sections 24, Township 28 North, Range 8 East, and section 19, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 12, the northwestern corner of said tract, a set 5/8" rebar with orange rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD83, International Feet Coordinates of N 1746943.81, E 830119.54, Latitude 35°48'01.9", Longitude -111°28'40.3", located in section 19, , Longitude -111°28'40.3", located in section 19, , located in section 19, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N88°29'40"E a distance of E a distance of 3,462.96 feet,

Thence S71°01'04"E a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract E a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract C" on the edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence S24°42'48"W coincident to an existing WAPA 345kV Transmission Line Right-of-Way a distance of 665.33 feet to Corner 14,

Thence S62°51'23"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 185.62 feet to Corner 15,

Thence S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,298.19 feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N52°31'22"E a distance of 6,419.81 feet,

Thence continuing S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 272.72 feet to Corner 16,

Thence S59°51'50"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 298.65 feet to Corner 17,

Thence N27°18'43"E a distance of 1,067.12 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S00°01'22"W a distance of

2,170.15 feet,

Thence continuing N27°18'43"E a distance of 3,558.40 feet to
Corner 12, the point of beginning for Tract "C"

The above described tract contains 157.21 acres, more or less in
area.



Exhibit A

LEASE PARCEL SURVEY
WITHIN SECTIONS 24 & 28, TOWNSHIP 28 NORTH, RANGE 8 EAST,
SECTIONS 19, 20, 29, & 30, TOWNSHIP 28 NORTH, RANGE 9 EAST,
G&SRM
TRACTS A, B, & C
CAMERON, COCONINO COUNTY, ARIZONA
CAMERON SOLAR TRACT PROJECT

CAMERON SOLAR TRACT A:

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract A, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 19, 20, 29, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 1, the northeastern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1744055.81, E 838515.36, Latitude 35°47'32.9", Longitude -111°26'58.5", located in section 20, T28N, R9E, G&SRM, , located in section 20, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N58°52'41"W a distance of 5,763.61 feet, and from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude -111°28'01.9", bears N85°13'34"W a , bears N85°13'34"W a W a distance of 5,245.39 feet,

Thence S24°54'13"W a distance of 2,522.71 feet to a point where the tract boundary enters section 29, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S89°59'59"W a distance of 8,967.03 feet,

Thence continuing S24°54'13"W a distance of 215.95 feet to Corner 2, an eastern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence S34°59'31"W a distance of 3,371.66 feet to Corner 3 the southern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence N67°27'36"W a distance of 1,970.81 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude - 111°28'01.9", bears N03°43'05"W a distance of 4,937.66 W a distance of 4,937.66 feet,

Thence continuing N67°27'36"W a distance of 3,376.74 feet to Corner 4, the southwestern corner of Tract A, at the eastern edge of a WAPA 345kV Transmission Line Right of Way,

Thence N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 999.21 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM bears N89°59'15"W a distance of 2,421.43 feet,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 861.30 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,275.28 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,969.71 feet to Corner 5,

Thence N62°51'23"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 767.43 feet to Corner 6,

Thence S71°01'04"E a distance of 295.47 feet to a point where the tract boundary enters section 20, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N00°15'50"W a distance of 1,283.82 feet,

Thence continuing S71°01'04"E a distance of 653.63 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing S71°01'04"E a distance of 1,008.35 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing S71°01'04"E a distance of 3,549.57 feet to northeastern corner of Tract A, the point of beginning.

The above described tract contains 772.46 acres more or less in area.

CAMERON SOLAR TRACT B

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract B, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24 and 25, Township 28 North, Range 8 East, and sections 19, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 7, the southwestern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1742059.81, E 827597.44, Latitude $35^{\circ}47'13.7''$, Longitude $-111^{\circ}29'11.1''$, located in section 24, T28N, R8E, G&SRM, , Longitude $-111^{\circ}29'11.1''$, located in section 24, T28N, R8E, G&SRM, , located in section 24, T28N, R8E, G&SRM, Navajo Nation Trust Land,

Thence $N27^{\circ}18'43''E$ a distance of 592.47 feet to Corner 8, on the eastern edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence $N59^{\circ}51'50''E$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 536.17 feet to Corner 9,

Thence $N57^{\circ}55'31''E$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 181.17 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northeast corner of section 19, T28N, R9E, G&SRM, bears $N51^{\circ}17'24''E$ a distance of 6,529.12 feet,

Thence continuing $N57^{\circ}55'31''E$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,372.46 feet to Corner 10,

Thence $S24^{\circ}42'48''W$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 2,007.40 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing $S24^{\circ}42'48''W$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 1,353.67 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 498.78 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°59'15"W a distance of 2,091.79 feet, W a distance of 2,091.79 feet,

Thence continuing S24°42'48"W a coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 872.81 feet to Corner 11,

Thence N67°27'36"W a distance of 843.15 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing N67°27'36"W a distance of 1,026.60 feet to a point where the tract boundary enters section 25, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N00°01'30"E a distance of 76.60 feet, E a distance of 76.60 feet,

Thence continuing N67°27'36"W a distance of 122.56 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing N67°27'36"W a distance of 58.06 feet to feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°57'55"E a distance of 184.34 feet,

Thence continuing N67°27'36"W a distance of 762.50 feet to southwestern corner of Tract A, Corner 7 and the point of beginning.

The above described tract contains 170.51 acres, more or less in area.

CAMERON SOLAR TRACT C

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract C, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24, Township 28 North, Range 8 East, and section 19, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 12, the northwestern corner of said tract, a set 5/8" rebar with orange rebar with orange plastic cap stamped

AZRLS 53472, having the Local NAD83, International Feet Coordinates of N 1746943.81, E 830119.54, Latitude $35^{\circ}48'01.9''$, Longitude $-111^{\circ}28'40.3''$, located in section 19, , Longitude $-111^{\circ}28'40.3''$, located in section 19, , located in section 19, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears $N88^{\circ}29'40''E$ a distance of E a distance of 3,462.96 feet,

Thence $S71^{\circ}01'04''E$ a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract E a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract C" on the edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence $S24^{\circ}42'48''W$ coincident to an existing WAPA 345kV Transmission Line Right-of-Way a distance of 665.33 feet to Corner 14,

Thence $S62^{\circ}51'23''W$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 185.62 feet to Corner 15,

Thence $S57^{\circ}55'31''W$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,298.19 feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears $N52^{\circ}31'22''E$ a distance of 6,419.81 feet,

Thence continuing $S57^{\circ}55'31''W$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 272.72 feet to Corner 16,

Thence $S59^{\circ}51'50''W$ coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 298.65 feet to Corner 17,

Thence $N27^{\circ}18'43''E$ a distance of 1,067.12 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears $S00^{\circ}01'22''W$ a distance of 2,170.15 feet,

Thence continuing $N27^{\circ}18'43''E$ a distance of 3,558.40 feet to Corner 12, the point of beginning for Tract "C"

The above described tract contains 157.21 acres, more or less in area.

STATE OF ARIZONA

COUNTY OF APACHE

WALTER R. HANSE, P.E., being duly sworn, says he is hereafter the Applicant. That the survey of the lease is for the Navajo Tribal Utility Authority's CAMERON SOLAR TRACT PROJECT, located in T28N, R9E, and T28N, R9E, City and Salt River Meridian, on Navajo Nation Trust Lands, Coconino County, State of Arizona, and being more particularly described as follows:

NAVAJO TRIBAL UTILITY AUTHORITY

Surveyor

Seen and subscribed this 30th day of September 2020

My commission expires 09/09/2023

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

Katherine C. Goleguez, being duly sworn, says she is a Registered Land Surveyor in the State of Arizona. That the survey of the lease is for the Navajo Tribal Utility Authority's CAMERON SOLAR TRACT PROJECT, located in T28N, R9E, and T28N, R9E, City and Salt River Meridian, on Navajo Nation Trust Lands, Coconino County, State of Arizona, and being more particularly described as follows:

Q-SPEC, LLC

Surveyor

Seen and subscribed this 28th day of September 2020

SURVEYOR'S STATEMENT

Katherine C. Goleguez, of Q-SPEC, LLC, states she is, by occupation, a Registered Land Surveyor in the State of Arizona, engaged by the NAVAJO TRIBAL UTILITY AUTHORITY to make the survey of the parcel tract shown on this map. This map was prepared under her supervision from a survey performed in the field, commencing on the 4th day of September 2018. To the best of her knowledge, information, and belief, this map meets or exceeds the requirements of the "Minimum Standards for Land Surveying in Arizona."

Q-SPEC, LLC

Surveyor

Katherine C. Goleguez, AZLS No. 53472

NOTES:

1. BASIS OF BEARINGS - Bearings shown hereon are based on the Arizona State Plane Coordinate System, Central Zone, North American Datum of 1983.

Combined factor = 0.99970455.
 $\Delta \text{CL} = 0.015445''$. All bearings are grid bearings, distances are ground distances.

Field data for this project was obtained using Trimble dual frequency GPS receivers in RTK and static mode. Horizontal and vertical control calibration was generated from National Geospatial Survey's Online Positioning User Service (OPUS) with an observation of the base control point.

The base control point is a true State Plane Coordinate. Coordinates are NAD83, Arizona State Plane, Central Zone, in international feet. All other points and coordinates are ground coordinates related to the base control point. All elevations are NAVD83.

All field work was completed by the field crew and supervised by Katherine C. Goleguez, AZLS No. 53472 on September 4th, 2018.

2. No. 5 rubber seal at all corners



PARCEL SURVEYS

WITHIN

SECTIONS 24 & 25, TOWNSHIP 28 NORTH, RANGE 8 EAST,
 SECTIONS 19, 20, 29, & 30, TOWNSHIP 28 NORTH, RANGE 9 EAST, G&SRM
 CAMERON, COCONINO COUNTY, ARIZONA

TRACTS A, B, & C

CAMERON SOLAR TRACT A

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract A, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 19, 20, 29, and 30, Township 28 North, Range 8 East, City and Salt River Meridian, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 1, the northeastern corner of said tract, a set 5/8" rubber seal with orange plastic cap stamped AZLS 53472, having the Local NAD 83, International Feet Coordinates of N 1744503.81, E 630515.36, Longitude -1117281.9, located at section 20, T28N, R9E, G&SRM, Navajo Nation Trust Lands, from which point the found BLM brass cap for the northeast corner of section 20, T28N, R9E, G&SRM, bears N052147W a distance of 5,793.81 feet, and from which point the set control point 1 having the true Arizona State Plane

Central, NAD83, International Feet Coordinates of N 1744492.35, E 633288.16, Longitude 204737.57, Longitude -1117281.9, bears N051234W a distance of 5,548.36 feet.

Thence S245413W a distance of 2,522.71 feet to a point where the tract boundary enters section 29, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S087070W a distance of 5,887.03 feet.

Thence continuing S245413W a distance of 215.05 feet to Corner 2, an eastern corner of Tract A, being a set 5/8" rubber seal with orange plastic cap stamped AZLS 53472.

Thence S245413W a distance of 3,371.58 feet to Corner 3, the southern corner of Tract A, being a set 5/8" rubber seal with orange plastic cap stamped AZLS 53472.

Thence N077317W a distance of 1,871.61 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the set control point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744452.35, E 633288.16, Longitude 204737.57, Longitude -1117281.9, bears N074300W a distance of 4,337.65 feet.

Thence continuing N077317W a distance of 3,376.74 feet to Corner 4, the southeastern corner of Tract A, at the eastern edge of a WAPA 345kV Transmission Line Right-of-Way.

Thence S245413W a distance of 1,871.61 feet to a point where the tract boundary enters section 20, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N051234W a distance of 5,887.03 feet.

Thence continuing N054327E a distance of 1,026.60 feet to a point where the tract boundary crosses a Quarter Pipeline.

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Thence continuing N054327E a distance of 1,026.60 feet to a point where the tract boundary crosses a Quarter Pipeline.

CAMERON SOLAR TRACT B

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract B, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24 and 25, Township 28 North, Range 8 East, City and Salt River Meridian, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 1, the northeastern corner of said tract, a set 5/8" rubber seal with orange plastic cap stamped AZLS 53472, having the Local NAD 83, International Feet Coordinates of N 1744503.81, E 630515.36, Longitude -1117281.9, located at section 20, T28N, R9E, G&SRM, Navajo Nation Trust Lands, from which point the found BLM brass cap for the northeast corner of section 20, T28N, R9E, G&SRM, bears N052147W a distance of 5,793.81 feet, and from which point the set control point 1 having the true Arizona State Plane

Central, NAD83, International Feet Coordinates of N 1744492.35, E 633288.16, Longitude 204737.57, Longitude -1117281.9, bears N051234W a distance of 5,548.36 feet.

Thence S245413W a distance of 2,522.71 feet to a point where the tract boundary enters section 29, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S087070W a distance of 5,887.03 feet.

Thence continuing S245413W a distance of 215.05 feet to Corner 2, an eastern corner of Tract B, being a set 5/8" rubber seal with orange plastic cap stamped AZLS 53472.

Thence S245413W a distance of 3,371.58 feet to Corner 3, the southern corner of Tract B, being a set 5/8" rubber seal with orange plastic cap stamped AZLS 53472.

Thence N077317W a distance of 1,871.61 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the set control point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744452.35, E 633288.16, Longitude 204737.57, Longitude -1117281.9, bears N074300W a distance of 4,337.65 feet.

Thence continuing N077317W a distance of 3,376.74 feet to Corner 4, the southeastern corner of Tract B, at the eastern edge of a WAPA 345kV Transmission Line Right-of-Way.

Thence S245413W a distance of 1,871.61 feet to a point where the tract boundary enters section 20, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N051234W a distance of 5,887.03 feet.

Thence continuing N054327E a distance of 1,026.60 feet to a point where the tract boundary crosses a Quarter Pipeline.

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Thence continuing N054327E a distance of 1,026.60 feet to a point where the tract boundary crosses a Quarter Pipeline.

WORK ORDER NUMBER 74-180-0002

REFERENCES (including but not limited to): USGS 7.5 min. GNDS: Coconino South, AZ
 Coconino Part 12, AZ

SCALE:
 N.T.S.



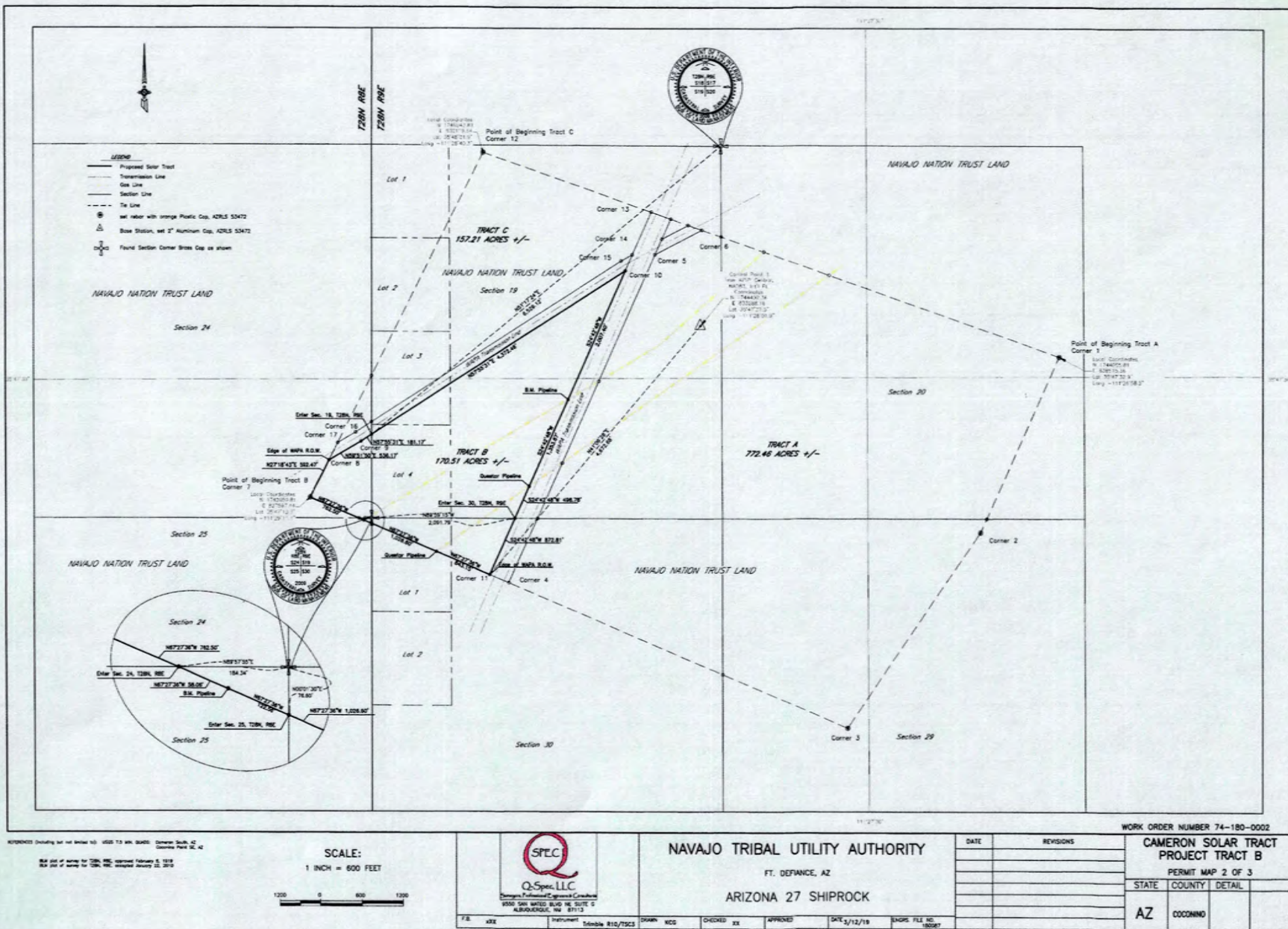
F.B. xxx Instrument Titleblock 810/1503

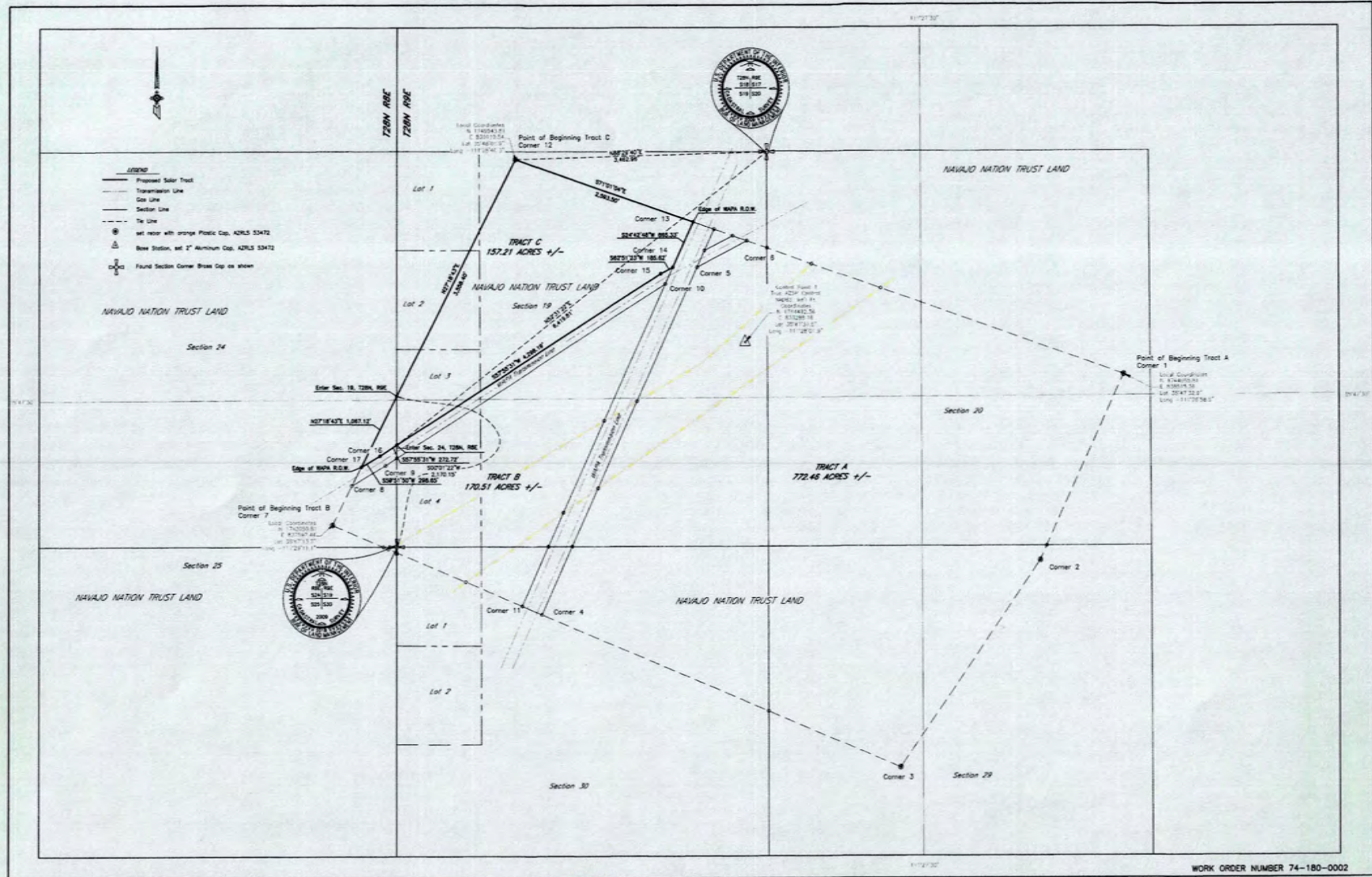
NAVAJO TRIBAL UTILITY AUTHORITY

FT. DEFANCE, AZ

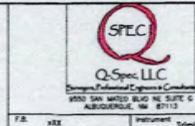
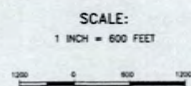
ARIZONA 27 SHIPROCK

DATE	REVISIONS	CAMERON SOLAR TRACT PROJECT		
8/28/20	Corrected revision numbers	COVER PAGE		
		STATE	COUNTY	DETAIL
		AZ	COCONINO	





REFERENCES (including but not limited to):
 1. 1983 U.S. MAP, STATES
 2. Cameron Solar Tract, AZ
 3. Section 24, AZ
 4. Section 25, AZ
 5. Section 29, AZ
 6. Section 30, AZ



NAVJO TRIBAL UTILITY AUTHORITY
 FT. DEFENCE, AZ
 ARIZONA 27 SHIPROCK

DATE	REVISIONS

WORK ORDER NUMBER 74-180-0002			
CAMERON SOLAR TRACT PROJECT TRACT C			
PERMIT MAP 3 OF 3			
STATE	COUNTY	DETAIL	
AZ	COCONINO		

F.A. XXX Instrument Titleblock R10/75C3 DRAWN KCG CHECKED XX APPROVED DATE 5/12/18 ENDS FILE NO. 30007

ATTACHMENT A
Legal Description of Leased Premises
Exhibit A

LEASE PARCEL SURVEY
WITHIN SECTIONS 24 & 28, TOWNSHIP 28 NORTH, RANGE 8 EAST,
SECTIONS 19, 20, 29, & 30, TOWNSHIP 28 NORTH, RANGE 9 EAST,
G&SRM
TRACTS A, B, & C
CAMERON, COCONINO COUNTY, ARIZONA
CAMERON SOLAR TRACT PROJECT

CAMERON SOLAR TRACT A:

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract A, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 19, 20, 29, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 1, the northeastern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1744055.81, E 838515.36, Latitude 35°47'32.9", Longitude -111°26'58.5", located in section 20, T28N, R9E, G&SRM, , located in section 20, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N58°52'41"W a distance of 5,763.61 feet, and from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude -111°28'01.9", bears N85°13'34"W a , bears N85°13'34"W a W a distance of 5,245.39 feet,

Thence S24°54'13"W a distance of 2,522.71 feet to a point where the tract boundary enters section 29, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S89°59'59"W a distance of 8,967.03 feet,

Thence continuing S24°54'13"W a distance of 215.95 feet to Corner 2, an eastern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence S34°59'31"W a distance of 3,371.66 feet to Corner 3 the southern corner of Tract A, being a set 5/8" rebar with orange

plastic cap stamped AZRLS 53472,

Thence N67°27'36"W a distance of 1,970.81 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude - 111°28'01.9", bears N03°43'05"W a distance of 4,937.66 W a distance of 4,937.66 feet,

Thence continuing N67°27'36"W a distance of 3,376.74 feet to Corner 4, the southwestern corner of Tract A, at the eastern edge of a WAPA 345kV Transmission Line Right of Way,

Thence N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 999.21 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM bears N89°59'15"W a distance of 2,421.43 feet,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 861.30 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,275.28 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,969.71 feet to Corner 5,

Thence N62°51'23"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 767.43 feet to Corner 6,

Thence S71°01'04"E a distance of 295.47 feet to a point where the tract boundary enters section 20, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N00°15'50"W a distance of 1,283.82 feet,

Thence continuing S71°01'04"E a distance of 653.63 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing S71°01'04"E a distance of 1,008.35 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing S71°01'04"E a distance of 3,549.57 feet to northeastern corner of Tract A, the point of beginning.

The above described tract contains 772.46 acres more or less in area.

CAMERON SOLAR TRACT B

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract B, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24 and 25, Township 28 North, Range 8 East, and sections 19, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 7, the southwestern corner of said tract, a set 5/8" rebar with orange plastic cap rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1742059.81, E 827597.44, Latitude 35°47'13.7", Longitude -111°29'11.1", located in section 24, T28N, R8E, G&SRM, , Longitude -111°29'11.1", located in section 24, T28N, R8E, G&SRM, , located in section 24, T28N, R8E, G&SRM, Navajo Nation Trust Land,

Thence N27°18'43"E a distance of 592.47 feet to Corner 8, on the eastern edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence N59°51'50"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 536.17 feet to Corner 9,

Thence N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 181.17 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northeast corner of section 19, T28N, R9E, G&SRM, bears N51°17'24"E a E a distance of 6,529.12 feet,

Thence continuing N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,372.46 feet to Corner 10,

Thence S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 2,007.40 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 1,353.67 feet to a point

where the tract boundary crosses a Questar pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 498.78 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°59'15"W a distance of 2,091.79 feet, W a distance of 2,091.79 feet,

Thence continuing S24°42'48"W a coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 872.81 feet to Corner 11,

Thence N67°27'36"W a distance of 843.15 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing N67°27'36"W a distance of 1,026.60 feet to a point where the tract boundary enters section 25, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N00°01'30"E a distance of 76.60 feet, E a distance of 76.60 feet,

Thence continuing N67°27'36"W a distance of 122.56 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing N67°27'36"W a distance of 58.06 feet to feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°57'55"E a distance of 184.34 feet,

Thence continuing N67°27'36"W a distance of 762.50 feet to southwestern corner of Tract A, Corner 7 and the point of beginning.

The above described tract contains 170.51 acres, more or less in area.

CAMERON SOLAR TRACT C

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract C, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24, Township 28 North, Range 8 East, and section 19, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 12, the northwestern corner of said tract, a set 5/8" rebar with orange rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD83, International Feet Coordinates of N 1746943.81, E 830119.54, Latitude 35°48'01.9", Longitude -111°28'40.3", located in section 19, , Longitude -111°28'40.3", located in section 19, , located in section 19, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N88°29'40"E a distance of E a distance of 3,462.96 feet,

Thence S71°01'04"E a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract E a distance of 2,593.50 feet to Corner 13, the northeast corner of Tract C" on the edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence S24°42'48"W coincident to an existing WAPA 345kV Transmission Line Right-of-Way a distance of 665.33 feet to Corner 14,

Thence S62°51'23"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 185.62 feet to Corner 15,

Thence S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,298.19 feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N52°31'22"E a distance of 6,419.81 feet,

Thence continuing S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 272.72 feet to Corner 16,

Thence S59°51'50"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 298.65 feet to Corner 17,

Thence N27°18'43"E a distance of 1,067.12 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S00°01'22"W a distance of 2,170.15 feet,

Thence continuing N27°18'43"E a distance of 3,558.40 feet to Corner 12, the point of beginning for Tract "C"

The above described tract contains 157.21 acres, more or less in area.

RUSSELL BEGAYE
NAVAJO NATION PRESIDENT

JONATHAN NEZ
NAVAJO NATION VICE PRESIDENT

WALTER PHELPS
COUNCIL DELEGATE



CAMERON CHAPTER

EXHIBIT

C

MILTON TSO
CHAPTER PRESIDENT

EMMETT KERLEY
CHAPTER VICE PRESIDENT

MABLE FRANKLIN
SECRETARY/TREASURE

**CAMERON CHAPTER
RESOLUTION OF THE CAMERON CHAPTER
NAVAJO NATION, COCONINO COUNTY ARIZONA**

CAMJUL-11-18 #6 Cameron Chapter supports Navajo Tribal Utility Authority (NTUA) proposal to Develop Solar Generation Plant(s) in the Vicinity of the Cameron Chapter, Western Navajo Nation.

WHEREAS:

1. Pursuant to Navajo Nation Council Resolution CAP-34-98, Title 26 NNC Local Governance Act Cameron Chapter established and certified Cameron Land Use Planning Committee (CLUP-C) to advise and recommend Cameron Chapter Government regarding land use issues; and
2. The Cameron Chapter is a Chapter within the Navajo Nation and has the authority and responsibility to provide assistance and to address matters that are in the best interest of the community; and
3. The Navajo Tribal Utility Authority (NTUA) is delegated the authority for utility and resource development within the Navajo Nation, including renewable energy development in a cost-effective and feasible manner pursuant to 21 N.N.C. § 5(a)(1) and (2); and
4. NTUA has identified approximately 5,000 acres¹ located within the Cameron Chapter to develop solar and wind generation, as well as energy storage to be interconnected with transmission and distribution facilities operated and/or under the contractual control of NTUA, to potentially serve the Cameron Chapter, the Navajo Nation and surrounding communities with environmentally friendly renewable energy; and
5. NTUA needs to commence evaluation of the site by doing a feasibility study for land withdrawal designation for renewable energy proposed site, conducting land surveys, which would include a cultural and environmental analysis in to order to coordinate the development and construction schedules of the solar generation and energy storage plant(s) to take advantage of the current solar equipment, construction pricing, and available tax credits that would allow for the actual cost of the energy to be cost competitive; and

¹ The actual number of acres will be included in the Lease Agreement with the Navajo Nation, after the site has been surveyed for the purpose of establishing such a Lease Agreement.

6. NTUA anticipates that the wind and solar generation, as well as energy storage could commence development and construction in first quarter 2019 and provide jobs and economic development to the Cameron Chapter and the surrounding region, with initial project construction completion anticipated within twenty months after commencement; and

7. NTUA maintains that this project is not being developed at the expense of the Navajo people, but rather it is an essential component in creating energy and financial independence for the Navajo Nation and its people; and

8. NTUA recognizes that through the development of this large scale project, that it should coincide with the opportunity for NTUA to build more infrastructure (e.g., communications, electric distribution, water and wastewater lines, establishing new watering point etc.) within the Cameron Chapter, surrounding Chapters and the surrounding communities; and

9. Provided that the aforementioned renewable project(s) is developed within the Cameron Chapter, NTUA recognizes that as part of the benefits NTUA will bring to the Cameron Community that NTUA proposes to build more utility infrastructure (e.g., communications, electric distribution, water and wastewater lines, etc.) within the Cameron Chapter to support the community members as component of the proposed renewable energy project(s); and

10. NTUA fully supports and will advocate, along with the Cameron Chapter Officials, that the Cameron Chapter should be compensated from the proceeds of the proposed Lease Agreement with the Navajo Nation for the proposed site(s); and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Cameron Chapter supports Navajo Tribal Utility Authority (NTUA) proposal to Develop Solar Generation Plant(s) in the Vicinity of the Cameron Chapter, Western Navajo Nation; and

2. The Cameron Chapter hereby agrees that the identified approximate 5,000² acres within the Cameron Chapter can be utilized for development of wind and solar generation, as well as energy storage, interconnection facilities and ancillary resources by the Navajo Tribal Utility Authority or its subsidiaries; and


2. The Cameron Chapter constituents the Navajo Tribal Utility Authority or its subsidiaries to conduct all activities related to the site survey, analysis, development, construction and operation of the solar and wind generation, as well as energy storage, interconnection facilities and ancillary resources.

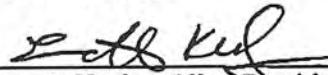
² See Footnote 1

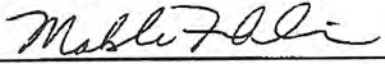
CERTIFICATION

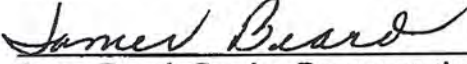
We hereby, certify that the foregoing resolution was duly considered by Cameron Chapter at a duly called meeting in Cameron, Navajo Nation, Arizona, at which a quorum was present and the same was by a vote of 13 in favor, 0 opposed and 3 abstained on the 11th day of July 2018.

TABLING Motion: Fabian Jenson, 2nd: Betty Gordy VOTE: 5 in favor, 6 opposed, 5 abstaining
Motion: Al Johnson Second: Max Robbins


Milton Iso, President


Emmett Kerley, Vice-President


Mable H. Franklin, Secretary/Treasurer


James Beard, Grazing Representative

Walter Phelps, Council Delegate



MEMORANDUM

TO : Bernice Tsosie, Assistant Manager
Electric System Planning, EISD

FROM : Esther Kee R/W Agent *Esther Kee*
Electric System Planning, EISD

DATE : July 20, 2018

SUBJECT: Cameron Solar Tract
Work Order No. 74-180-0002

Navajo Tribal Utility Authority (NTUA) proposes to withdraw 1,100.0± acres of Navajo Tribal Trust lands to construct, operate and maintain Cameron Solar Generation Facility and utilize the full capacity of the available interconnection at the Cameron Substation megawatts, which allow NTUA to deliver more renewable energy to homes on the Navajo Nation, located near the vicinity of Cameron Chapter, Coconino County, Arizona.

NTUA met with the affected grazing permittee identified by James Beard, Cameron Chapter Grazing Official and informed the land user of the proposed request. NTUA obtained written consent from the affected grazing permittee, Lucy J. Begay with no objection along with the concurrence of James Beard.

Field clearance completed, land user consent attached for your information and reference.

CONSENT 3

(Waiver of compensation for damages)

**CONSENT TO USE
NAVAJO TRIBAL LANDS**

TO WHOM IT MAY CONCERN

I, Lucy J. Begay hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs to permit Navajo Tribal Utility Authority of Post Office Box 170, Fort Defiance, Arizona 86504 to use a portion of my land use area for the following purpose(s): Withdraw 1,100 acres, more or less, Navajo Tribal Trust Lands to develop solar generation and related for NTUA infrastructure for Phase I within the Cameron Chapter, Coconino County, Arizona (NTUA Work Order No. 74-180-0001), as shown on the map showing the location of the proposed project on the back of this consent form.

I hereby waive any rights I may have to compensate for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS:

7/01/2018

Date:

Lucy J. Begay
Land Users Signature (or thumb print)

Census No. Permit No.

7/01/18

Date:

James Beard
Grazing Committee or Land Board Members

3-4
District No

Acknowledgement of Field Agent

I acknowledge that the consents of this consent form was read / / or fully explained /☒ to the land user in Navajo /☒ or English / / (check where applicable).

E. H. K. K.

Field Agent Signature



NNDFW Review No. 18ntua115

BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: Cameron Solar Tract, WO#74-180-0002

DESCRIPTION: The NTUA proposes to construct, operate, and maintain a solar generation plant on approximately 1,100.18 acres. The solar tract is divided into three (3) subtracts: A (772.46 acres), B (170.51 acres), and C (157.21 acres).

LOCATION: Sections 24 & 25, T28N, R08E, Sections 19, 20, 29, & 30, T28N, R09E, G&SRM, Cameron, Coconino County, Arizona

REPRESENTATIVE: Shannon Burnette, Navajo Tribal Utility Authority

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: BSR for Species of Concern on the Cameron Solar Tract/30 DEC 2020/Zoology Unlimited, LLC

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 1. AMPE is present within the solar tract. PEPEFI habitat is not present per Nora Talkington on 26 SEP 2019. Surveys for PEAMCI were negative.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: Amsonia peeblesii (Peebles Blue-star) G4.

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: Solar panels will not be installed within the washes to avoid impacts to the Peebles Blue-star.

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/11 JAN 2021

COPIES TO: (add categories as necessary)

☐ _____ ☐ _____

2 NTC § 164 Recommendation:

Signature

Date

☒ Approval

☐ Conditional Approval (with memo)

☐ Disapproval (with memo)

☐ Categorical Exclusion (with request letter)

Gloria M. Tom

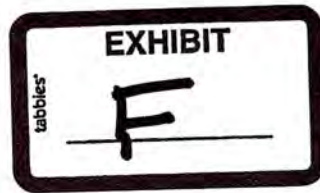
01/11/21

Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife

☐ None (with memo)

*I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.

Esther Lee



THE NAVAJO NATION
HERITAGE & HISTORIC PRESERVATION DEPARTMENT
PO Box 4950, Window Rock, Arizona 86515
TEL: (928) 871-7198 FAX: (928) 871-7886

CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:

NNHPD NO.: **HPD-19-253**

☒ DCRM

OTHER PROJECT NO.: **DCRM 2018-58**

PROJECT TITLE:

A Cultural Resources Inventory of NTUA's Proposed Cameron Solar Tract Project, Cameron, Coconino County, Arizona. NTUA Work Order No. 74-180-0002

LEAD AGENCY:

BIA/NR

SPONSOR:

Bernice Tsosie, Navajo Tribal Utility Authority, PO Box 170, Ft. Defiance, Arizona 86504

PROJECT DESCRIPTION:

NTUA is proposing to withdraw 1,100± acres for the development of the Cameron Solar Generation Facility with transmission and distribution lines with fiber optic cables to be developed, constructed, maintained and operated by affiliates of NTUA. The solar farm will feature an array of solar panels and associated appurtenances that will be placed in the confines of the project area and underground distribution line to be connected to an existing substation. The installation will consist of heavy vehicular traffic, clearing and/or blading of the project area, installation of solar panels with heavy machinery, and placement of the solar panels in an array formation and associated infrastructure; and finally maintaining the facilities as needed. The area of effect is 1,100.18-acres.

LAND STATUS:

Navajo Tribal Trust

CHAPTER:

Cameron

LOCATION:

Project is located on the Cameron South Quadrangle, Coconino County, Arizona G&SRPM

T. 28 N., R. 08 E- Sec. 24, 25

T. 28 N., R. 09 E- Sec. 19, 20, 29, 30

UTM COORDINATES: Zone 12, NAD 83

See Report

PROJECT ARCHAEOLOGIST:

Jason Nez, Rena Martin, Arlo Werito, Shane V. Wero

NAVAJO ANTIQUITIES PERMIT NO.:

B18800

DATE INSPECTED:

11/24/18 – 12/04/18

DATE OF REPORT:

04/23/19

TOTAL ACREAGE INSPECTED:

1,312.19 - ac

METHOD OF INVESTIGATION:

Class III pedestrian inventory with transects spaced 10 m apart.

-DOCUMENT IS VOID IF ALTERED-

LIST OF CULTURAL RESOURCES FOUND:	<p><u>(11) SITES</u> AZ-N-12-69, AZ-N-12-70, AZ-N-12-71, AZ-N-12-72, AZ-N-12-73, AZ-N-12-74, AZ-N-12-75, AZ-N-12-76, AZ-N-12-77, AZ-N-12-78, AZ-N-12-79</p> <p><u>(40) ISOLATED OCCURRENCES (IO)</u></p>
LIST OF ELIGIBLE PROPERTIES:	<p><u>(6) SITES</u> AZ-N-12-69, AZ-N-12-70, AZ-N-12-71, AZ-N-12-73, AZ-N-12-74, AZ-N-12-76</p>
LIST OF UNEVALUATED PROPERTIES:	<p><u>(3) SITES</u> AZ-N-12-72, AZ-N-12-77, AZ-N-12-78</p>
LIST OF NON-ELIGIBLE PROPERTIES:	<p><u>(2) SITES</u> AZ-N-12-75, AZ-N-12-79</p> <p><u>(40) IO</u></p>
LIST OF ARCHAEOLOGICAL RESOURCES:	<p><u>(7) SITES</u> AZ-N-12-69, AZ-N-12-70, AZ-N-12-71, AZ-N-12-72, AZ-N-12-73, AZ-N-12-74, AZ-N-12-76</p>

EFFECT/CONDITIONS OF COMPLIANCE: THE PROJECT AS PROPOSED WILL HAVE **NO ADVERSE EFFECT** WITH THE FOLLOWING CONDITIONS:

SITES AZ-N-12-69, AZ-N-12-70, AZ-N-12-71, AZ-N-12-73, AZ-N-12-74, AZ-N-12-76:

1. Site boundaries will be fenced under the direction of a qualified archaeologist prior to all construction activities.
2. Site will be avoided by all ground disturbing activities by a minimum of 50-ft.
3. In consultation with NNHHPD, a monitoring plan/avoidance plan will be developed & carried out to preserve the sites.
4. A qualified archaeologist will monitor all ground disturbing activities within 50-ft of the site boundary.
5. Monitoring Stipulation: NNHHPD requests a report monitoring activities within 30-days of completed activity.

SITE AZ-N-12-72:

1. Although site was deemed to be *eligible* to the NRHP by DCRM, NNHHPD concluded that the site's eligibility is indeterminable/unclear based on surface evidence.
2. The site boundary will be fenced under the direction of a qualified archaeologist prior to all construction activities.
3. Site will be avoided by all construction by a minimum of 50-ft from the site boundary.
4. A qualified archaeologist will monitor all ground disturbing activities within 50-ft of the site boundary.
5. Monitoring Stipulation: NNHHPD requests a report monitoring activities within 30-days of completed activity.
6. In consultation with NNHHPD, a monitoring plan/avoidance plan will be developed & carried out to preserve the sites.
7. If the project cannot avoid this site, NNHHPD recommends eligibility testing to be conducted in consultation with NNHHPD.

SITES AZ-N-12-77, AZ-N-12-78:

1. Although site was deemed to be *ineligible* to the NRHP by DCRM, NNHHPD concluded that the site's eligibility is indeterminable based on the site information provided.
2. The site boundaries will be fenced under the direction of a qualified archaeologist prior to all construction activities.
3. Sites will be avoided by all construction by a minimum of 50-ft from the site boundaries.
4. A qualified archaeologist will monitor all ground disturbing activities within 50-ft of the site boundaries.

-DOCUMENT IS VOID IF ALTERED-

5. Monitoring Stipulation: NNHHPD requests a report monitoring activities within 30-days of completed activity.
6. In consultation with NNHHPD, a monitoring plan/avoidance plan will be developed & carried out to preserve the sites.
7. If the project cannot avoid this site, NNHHPD recommends eligibility testing to be conducted in consultation with NNHHPD.

SITES AZ-N-12-75, AZ-N-12-79:

No further work is required for these sites.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

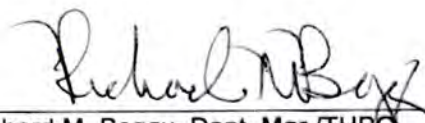
FORM PREPARED BY: **Tamara Billie**
FINALIZED: May 14, 2019

Notification to Proceed
Recommended

☒ Yes ☐ No

Conditions:

☒ Yes ☐ No

 5/15/19

Richard M. Begay, Dept. Mgr./THPO
The Navajo Nation
Heritage & Historic Preservation Department
Date

Navajo Region Approval

☒ Yes ☐ No

 5/20/19

BIA - Navajo Regional Office
Date

-DOCUMENT IS VOID IF ALTERED-

Document No. 015724Date Issued: 01/14/2021**EXECUTIVE OFFICIAL REVIEW**Title of Document: NTUA Cameron Solar Lease Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: e_yazzie@navajo-nsn.gov Phone Number: 928-871-6447

			Sufficient	Insufficient
<input type="checkbox"/>	Business Site Lease			
1.	Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)			
3.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions			
1.	Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications			
1.	Office of Management and Budget: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Navajo Housing Authority Request for Release of Funds			
1.	NNEPA: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lease Purchase Agreements			
1.	Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)			
2.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Grant Applications			
1.	Office of Management and Budget: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval			
1.	Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Relinquishment of Navajo Membership			
1.	Land Department: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	Elections: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3.	Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ Land Withdrawal or Relinquishment for Commercial Purposes

Sufficient Insufficient

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Division: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☒ Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases

- | | | | | |
|---------------------|------------------|---------------|-------------------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ <i>(sic)</i> | <i>Van Bludt</i> | Date: 3/18/21 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | <i>OPVP</i> | Date: 3-22-21 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

☐ Rights of Way

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ Assignment of Mineral Lease

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. DOJ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ ROW (where there has been no delegation of authority to the Navajo Land Department to grant the Nation's consent to a ROW)

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ OTHER:

- | | | | | |
|----|-------|-------------|--------------------------|--------------------------|
| 1. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |



☐ RESUBMITTAL

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
3/17/21 @ 2:58pm
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 015724
SAS #:
UNIT: NLR

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE			
DATE OF REQUEST:	3/17/2021	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447 or x 6423	E-MAIL:	michellehoskie@navajo-nsn.gov
TITLE OF DOCUMENT: EOR#15724, NTUA Cameron Solar Lease			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT: 3.17.21 3:26		REVIEWING ATTORNEY/ADVOCATE: Irvin Chae	
		3.18.21 9:30am Email to V. Blackhat April 3.26.21	
DATE TIME OUT OF UNIT: 3.18.21 3:40pm			
DOJ ATTORNEY / ADVOCATE COMMENTS			
- Legally Sufficient. Negotiated Lease was inserted in the packet. Also note that NTUA			
will be processing ROW separately so terms and ** 3/18/21 2nd Email to V.B+AQ - B			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
IRVIN CHAE	3.18.21	V. Blackhat	3/18/21 3:28pm
DOJ Secretary Called: Michelle for Document Pick Up on 3.18.21 at 4:30 By: B			
PICKED UP BY: (Print)		DATE / TIME:	

NNDOJ/DRRF-July 2013

**conditions were removed from the packet.

COMPLETED

Navajo Land Title Data System (NLTDS)
Navajo Land Title, NLTDS - Admin:
Document Information

Document Information

Document Name: 006_C001_00015723_NTUA Cameron Solar Lease.zip
Revision: 1
Version: NTUA Cameron Solar Lease
Document Desc: Stevie Hudson GLDD (NLTDS - Admin)
Document Author: Pending Verification
Document Status: 164 Review Process
DocumentType: 15-Jan-2021
Effective Date: Never
Expires: Navajo Land Title Data System (NLTDS)
Uploaded from: 006_C001_00015723
Folder Name: 11162 KB
Size: 15-Jan-2021
Date Uploaded: Project Management Team
Maintained by:

No Document Distribution Locations

Applicant:
Census-Applicant:
Census-Co-Applicant:
Co-Applicant:

Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	<i>no comments</i>	<i>No Reply</i>	19-Jan-2021
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	<i>no comments</i>	<i>No Reply</i>	25-Jan-2021
Rebecca Gilchrist MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. This vote is contingent upon the uploaded Terms and Conditions, dated 01.26.2021, permanently being included in the application approval package. -rkg	1.	29-Jan-2021
Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. HPD-19-253. NTUA will follow the stipulations outlined in the CRCF for the documented cultural resources.	1.	19-Jan-2021

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Leanna Begay (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	<i>no comments</i>	<i>No Reply</i>	29-Jan-2021
Richard Begay NNHP (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	1. Please note the complete CRCF is attached as a separate document. Also please note the conditions of compliance on the CRCF.	1.	01-Feb-2021
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	1. The Solar site Lease is not ready yet and we have to come to agreement within DNR on whether or not there will be a waiver of fee or rent in the ROW indenture. This proposal is not ready for RDC consideration and approval. 2. I am changing my vote to CONDITIONAL APPROVAL, since it appears that we are near the end of drafting an acceptable lease form.	1. 2.	03-Mar-2021
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	<i>no comments</i>	<i>No Reply</i>	29-Jan-2021
W. Mike Halona (NLTDS - Admin)	NLD Department Manager III	NLD	Approved	<i>no comments</i>	<i>No Reply</i>	17-Mar-2021

Red Mesa and Cameron Solar Projects

Steven L. Prince

Wed 3/17/2021 1:55 PM

To: Stevie R. Hudson <stviehudson@navajo-nsn.gov>;

Cc: Rebecca K. Gilchrist <rkgilchrist@navajo-nsn.gov>;

Good afternoon Stevie,

Please be aware that the consideration amounts on the Terms and Conditions (T&C) documents attached to the two subject projects reflect Minerals Department's standard assessments. However, our standard consideration amounts were superseded by alternate amounts negotiated between the Navajo Nation Government and NTUA and included in the final leases for these two projects. Except for the consideration prices, the remainder of the T&Cs should remain in effect. Would you please place the name of each project in the title of each of the T&Cs? Thanks for your help!

Warmest regards,
Steven

Steven L. Prince, Principal Petroleum Engineer
Navajo Nation Minerals Department - Oil & Gas
[PO Box _____, Window Rock, Arizona 86515](#)
OFFICE (928) 871-6587
DIRECT (928) 871-
FAX (928) 871-7095



NAVAJO TRIBAL UTILITY AUTHORITY

AN ENTERPRISE OF THE NAVAJO NATION

January 7, 2021

Mike Halona, Director
Navajo Nation Land Department
Division of Natural Resources
The Navajo Nation
P.O. Box 9000
Window Rock, Arizona 86515

Dear Mr. Halona:

The Navajo Tribal Utility Authority (NTUA), Fort Defiance, Arizona is filing a Lease Application for a parcel of approximately 1,100.18± acres to construct, operate and maintain a 200 megawatt photovoltaic generation facility in the vicinity of Cameron Chapter, Coconino County, Arizona. This project will be a utility scale renewable energy project.

The project is described on the attached plats entitled, "*Cameron Solar Tract, Coconino County, Arizona, NTUA Work Order No. 74-180-0002*".

NTUA understands that under the Navajo Nation General Leasing Act, the Executive Branch will first review the lease and then the Resources and Development Committee will provide the final approval. In terms of the lease, NTUA requests Waiver of Damages, except to those of local improvements such as fences, corrals, homes, crops, animals, and people. The NTUA also requests that it be allowed to issue a sublease, which would include all or a portion of the leased land and the right-of-way to its subsidiary to allow for financing of the proposed photovoltaic generation facility.

Attached are the pertinent application documents for your information and use. If you should have any questions, please contact Ms. JoDonna Johns, Renewable Engineer Specialist, directly at 729-5721 extension 3565 or at JoDonnaJ@ntua.com.

Sincerely yours,

Srinivasa R. Venigalla, P.E.
Deputy General Manager
Electric & Information Systems Division

Attachments

CC: Walter W. Haase, P.E., NTUA
Arash Moalemi, General Counsel, NTUA
Bdtah Becker, Associate Attorney, NTUA
Lester Lee, Electric Systems Division, NTUA

Home Office:
P.O. BOX 170
FT. DEFIANCE, AZ 86504

KAYENTA
P.O. BOX 37
KAYENTA, AZ 86033

TUBA CITY
P.O. BOX 366
TUBA CITY, AZ 86045

SHIPROCK
P.O. BOX 1749
SHIPROCK, NM 87420

CHINLE
P.O. BOX 549
CHINLE, AZ 86503

FORT DEFIANCE
P.O. BOX 587
FT. DEFIANCE, AZ 86504

DILCON
HC 63 BOX D
WINSLOW, AZ 86047

CROWNPOINT
P.O. BOX 1825
CROWNPOINT, NM 87313

CALL 800-528-5011 OR 928-729-5721 FOR ALL OFFICES.

*This institution is an equal opportunity provider and employer.

**PARCEL SURVEY FOR
NAVAJO TRIBAL UTILITY AUTHORITY
CAMERON SOLAR TRACT A
COCONINO COUNTY, ARIZONA**

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract A, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 19, 20, 29, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 1, the northeastern corner of said tract, a set 5/8" rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1744055.81, E 838515.36, Latitude 35°47'32.9", Longitude -111°26'58.5", located in section 20, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N58°52'41"W a distance of 5,763.61 feet, and from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude -111°28'01.9", bears N85°13'34"W a distance of 5,245.39 feet,

Thence S24°54'13"W a distance of 2,522.71 feet to a point where the tract boundary enters section 29, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S89°59'59"W a distance of 8,967.03 feet,

Thence continuing S24°54'13"W a distance of 215.95 feet to Corner 2, an eastern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence S34°59'31"W a distance of 3,371.66 feet to Corner 3 the southern corner of Tract A, being a set 5/8" rebar with orange plastic cap stamped AZRLS 53472,

Thence N67°27'36"W a distance of 1,970.81 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the set Control Point 1 having the true Arizona State Plane Central, NAD83, International Feet Coordinates of N 1744492.36, E 833288.16, Latitude 35°47'37.5", Longitude -111°28'01.9", bears N03°43'05"W a distance of 4,937.66 feet,

Thence continuing N67°27'36"W a distance of 3,376.74 feet to Corner 4, the southwestern corner of Tract A, at the eastern edge of a WAPA 345kV Transmission Line Right of Way,

Thence N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 999.21 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM bears N89°59'15"W a distance of 2,421.43 feet,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 861.30 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,275.28 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing N24°43'27"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 1,969.71 feet to Corner 5,

Thence N62°51'23"E coincident with a WAPA 345kV Transmission Line Right-of-Way, a distance of 767.43 feet to Corner 6,

Thence S71°01'04"E a distance of 295.47 feet to a point where the tract boundary enters section 20, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N00°15'50"W a distance of 1,283.82 feet,

Thence continuing S71°01'04"E a distance of 653.63 feet to a point where the tract boundary crosses a Black Mesa Pipeline,

Thence continuing S71°01'04"E a distance of 1,008.35 feet to a point where the tract boundary crosses a Questar Pipeline,

Thence continuing S71°01'04"E a distance of 3,549.57 feet to northeastern corner of Tract A, the point of beginning.

The above described tract contains 772.46 acres, more or less in area.

**PARCEL SURVEY FOR
NAVAJO TRIBAL UTILITY AUTHORITY
CAMERON SOLAR TRACT B
COCONINO COUNTY, ARIZONA**

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract B, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24 and 25, Township 28 North, Range 8 East, and sections 19, and 30, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 7, the southwestern corner of said tract, a set 5/8" rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1742059.81, E 827597.44, Latitude 35°47'13.7", Longitude -111°29'11.1", located in section 24, T28N, R8E, G&SRM, Navajo Nation Trust Land,

Thence N27°18'43"E a distance of 592.47 feet to Corner 8, on the eastern edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence N59°51'50"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 536.17 feet to Corner 9,

Thence N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 181.17 feet to a point where the tract boundary enters section 19, T28N, R9E, G&SRM, from which point the found BLM brass cap for the northeast corner of section 19, T28N, R9E, G&SRM, bears N51°17'24"E a distance of 6,529.12 feet,

Thence continuing N57°55'31"E coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,372.46 feet to Corner 10,

Thence S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 2,007.40 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 1,353.67 feet to a point where the tract boundary crosses a Questar pipeline

Thence continuing S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 498.78 feet to a point where the tract boundary enters section 30, T28N, R9E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°59'15"W a distance of 2,091.79 feet,

Thence continuing S24°42'48"W a coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 872.81 feet to Corner 11,

Thence N67°27'36"W a distance of 843.15 feet to a point where the tract boundary crosses a Questar pipeline,

Thence continuing N67°27'36"W a distance of 1,026.60 feet to a point where the tract boundary enters section 25, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N00°01'30"E a distance of 76.60 feet,

Thence continuing N67°27'36"W a distance of 122.56 feet to a point where the tract boundary crosses a Black Mesa pipeline,

Thence continuing N67°27'36"W a distance of 58.06 feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears N89°57'55"E a distance of 184.34 feet,

Thence continuing N67°27'36"W a distance of 762.50 feet to southwestern corner of Tract A, Corner 7 and the point of beginning.

The above described tract contains 170.51 acres, more or less in area.

**PARCEL SURVEY FOR
NAVAJO TRIBAL UTILITY AUTHORITY
CAMERON SOLAR TRACT C
COCONINO COUNTY, ARIZONA**

SURVEYOR'S DESCRIPTION OF: a certain tract of land, hereby designated as Tract B, a solar tract for the Navajo Tribal Utility Authority, situated on Navajo Nation Trust Lands within sections 24, Township 28 North, Range 8 East, and section 19, Township 28 North, Range 9 East, Gila and Salt River Meridian, Cameron, Coconino County, State of Arizona, and being more particularly described as follows:

Beginning at Corner 12, the northwestern corner of said tract, a set 5/8" rebar with orange plastic cap stamped AZRLS 53472, having the Local NAD 83, International Feet Coordinates of N 1746943.81, E 830119.54, Latitude 35°48'01.9", Longitude -111°28'40.3", located in section 19, T28N, R9E, G&SRM, Navajo Nation Trust Land, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N88°29'40"E a distance of 3,462.96 feet,

Thence S71°01'04"E a distance of 2,665.64 feet to Corner 13, the northeast corner of Tract "C" on the edge of a WAPA 345kV Transmission Line Right-of-Way,

Thence S24°42'48"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 665.33 feet to Corner 14,

Thence S62°51'23"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 185.62 feet to Corner 15,

Thence S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 4,298.19 feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the northwest corner of section 20, T28N, R9E, G&SRM, bears N52°31'22"E a distance of 6,419.81 feet,

Thence continuing S57°55'31"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 272.72 feet to Corner 16,

Thence S59°51'50"W coincident to a WAPA 345kV Transmission Line Right-of-Way a distance of 431.31 feet to Corner 17,

Thence N27°18'43"E a distance of 1,067.12 feet to a point where the tract boundary enters section 24, T28N, R8E, G&SRM, from which point the found BLM brass cap for the southwest corner of section 19, T28N, R9E, G&SRM, bears S00°01'22"W a distance of 2,170.15 feet,

Thence continuing N27°18'43"E a distance of 3,558.40 feet to Corner 12, the point of beginning for Tract "C"

The above described tract contains 157.21 acres, more or less in area

**PARCEL SURVEY FOR
NAVAJO TRIBAL UTILITY AUTHORITY
CAMERON SOLAR TRACTS
COCONINO COUNTY, ARIZONA**

Tract A	772.46 acres
Tract B	170.51 acres
Tract C	<u>157.21 acres</u>
	1,100.18 acres

RESOURCES AND DEVELOPMENT COMMITTEE
24th Navajo Nation Council

THIRD YEAR 2021

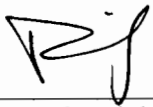
ROLL CALL
VOTE TALLY SHEET

LEGISLATION # 0057-21: AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A LEASE FOR THE NAVAJO TRIBAL UTILITY AUTHORITY TO CONSTRUCT AND OPERATE THE CAMERON SOLAR GENERATION FACILITY LOCATED IN THE CAMERON CHAPTER, NAVAJO NATION (COCONINO COUNTY, ARIZONA) *Sponsor: Honorable Thomas Walker, Jr.; Co-Sponsor: Honorable Seth Damon*

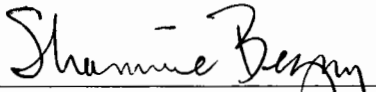
Date: March 31, 2021 – Regular Meeting (Teleconference)
Meeting Location: (RDC members called in via teleconference from their location within the boundary of the Navajo Nation.)

Main Motion:

Motion: Kee Allen Begay, Jr. S: Thomas Walker, Jr. 4-0-1 (CNV)
In Favor: Mark A. Freeland, Wilson C. Stewart, Jr., Kee Allen Begay, Jr., and Thomas Walker, Jr.
Excuse: Herman M. Daniels
Not Voting: Presiding Chairperson Rickie Nez



Honorable Rickie Nez, Presiding Chairperson
Resources and Development Committee



Shammie Begay, Legislative Advisor
Office of Legislative Services