

NEWMONT



Newmont Mining Corporation
6363 South Fiddlers Green Circle
Greenwood Village, CO 80111
T 303.653.7414
F 303.637.5887
www.newmont.com

January 13, 2000

Navajo-Hopi Indian Relocation Commission
Mr. Tim Vamer
P.O. Box KK
Flagstaff, AZ 86002

Re: NOTICE OF ADDRESS CHANGE
Surface Owner's Agreements dated 10/15/1995 with Newmont Realty Company
(manager for Santa Fe Pacific Railroad) covering property in Apache County, Arizona -
03-045-SR-01, 03-046-SR-01

To Whom It May Concern::

Newmont Realty Company has moved it's corporate headquarters from 1700 Lincoln Street, Denver, Colorado to the address shown below. Please update your records so all future notices under the subject agreement or otherwise to Newmont Realty Company previously directed to 1700 Lincoln Street, Denver, Colorado will now be directed to the following:

Newmont Realty Company
Attn: Land Department
6363 South Fiddler's Green Circle
Greenwood Village, CO 80111

The address for notices to Newmont Realty Company currently directed to addresses other than 1700 Lincoln Street, Denver, Colorado remains unchanged.

If you have any questions please feel free to call me at 303-837-5885. Thank you.

Sincerely,

Eileen Lee
Land Records Supervisor

UNITED STATES GOVERNMENT
NAVAJO AND HOPÍ INDIAN RELOCATION COMMISSION
P.O. BOX KK, FLAGSTAFF, ARIZONA 86002

February 16, 1990

Mr. G. E. Wagner, President
Cerrillos Land Company
P.O. Box 27019
Albuquerque, New Mexico 87125

Dear Mr. Wagner:

We do not have a copy of the Surface Owner's Agreement mentioned in your letter of March 16, 1989. The agreement was between L. W. Roberts, Jr. and Gertrude A. Roberts, Land Owner and Santa Fe Pacific Railroad Company, as second party and mineral owner.

Your letter also mentioned a similar Surface Owner Agreement on lands previously owned by the Wallaces. We do not have copies of that agreement either.

If you have copies in your files that are readily accessible we would appreciate your sending copies to us. Thanks for your assistance.

Sincerely,


James Baggett
Finance Officer

JB/dm

cc: Mike McAllister
Tim Varner
Vdr. File 1980/90469 & 00214
Chron
Desk

JB1/104

6800 Uptown Blvd NE, Suite 400
Box 27010
Albuquerque New Mexico 87126
505/261-3000

February 26, 1990

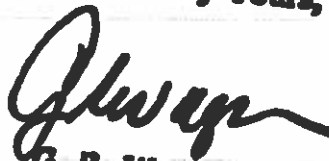
Mr. James Bagwell, Finance Officer
Navajo and Hopi Indian Relocation Commission
P. O. Box KK
Flagstaff, Arizona 86002

Navajo and Hopi Indian Relocation

Dear Mr. Bagwell:

I am enclosing copies of the two Surface Owner's Agreements which you requested. If you have any questions, please let me know.

Very Truly Yours,


G. R. Wagner
President

GRW:efo

Enclosures

File 1443 200010.42297

Form 1720 Arizona APPROVED BY GENERAL DELIVERY

Warranty Deed

Santa Fe Pacific Railroad Company

TO

L. V. ROBERTS and
GERTRUDE A. ROBERTS

T 20 N. R. 30 & 31 E. and
T 21 N. R. 29 & 30 E.
Apache County, Arizona.

Dated October 1, 1950

WARRANTY DEEDS, ALBUQUERQUE

This Indenture, Made this first day of October one thousand, nine hundred and fifty, by and between the SANTA FE PACIFIC RAILROAD COMPANY, a corporation, duly incorporated by Act of Congress approved March 3, 1897, hereinafter designated as Grantor, and

L. W. ROBERTS and GERTRUDE A. ROBERTS

of the County of Apache, State of Arizona, hereinafter designated as Grantee.

WITNESSETH, That Grantor for and in consideration of the sum of

Forty-five thousand and no/100

Dollars,

to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey, subject to the reservations, exceptions, and conditions hereinafter contained, unto Grantee and the heirs and assigns of Grantee, that certain real property situated in the County of Apache, State of Arizona, described as follows, to-wit:

GILA AND SALT RIVER MERIDIAN, ARIZONA

Township twenty-one North, Range twenty-nine East

Section 13, containing 640.00 acres, section 14, containing 640.00 acres, section 23, containing 640.00 acres, section 24, containing 640.00 acres, section 25, containing 640.00 acres, section 26, containing 640.00 acres, and section 35, containing 640.00 acres.

Township twenty North, Range thirty East

Section 1, containing 661.44 acres, section 3, containing 662.22 acres, section 4, containing 661.06 acres, section 5, containing 660.16 acres, section 6, containing 645.30 acres, section 7, containing 625.90 acres, section 8, containing 640.00 acres, section 9, containing 640.00 acres, section 10, containing 640.00 acres, section 11, containing 640.00 acres, section 12, containing 640.00 acres, section 13, containing 640.00 acres, section 14, containing 640.00 acres, section 15, containing 640.00 acres, section 16, containing 640.00 acres, section 17, containing 640.00 acres, section 18, containing 626.58 acres, section 19, containing 627.68 acres, section 20, containing 640.00 acres, section 21, containing 640.00 acres, section 22, containing 640.00 acres, section 23, containing 640.00 acres, section 24, containing 640.00 acres, section 25, containing 640.00 acres, section 26, containing 640.00 acres, section 27, containing 640.00 acres, section 28, containing 640.00 acres, section 29, containing 640.00 acres, section 30, containing 627.90 acres, section 31, containing 626.56 acres, section 32, containing 640.00 acres, section 33, containing 640.00 acres, and section 35, containing 640.00 acres.

Township twenty-one North, Range thirty East

Section 31, containing 638.88 acres.

Township twenty North, Range thirty-one East

Section 3, containing 191.59 acres, section 4, containing 663.82 acres, section 5, containing 661.22 acres, section 6, containing 646.68 acres, section 7, containing 625.66 acres, section 8, containing 640.00 acres, section 9, containing 640.00 acres, section 10, containing 181.76 acres, section 11, containing 640.00 acres, section 12, containing 626.30 acres, section 13, containing 626.34 acres, section 14, containing 640.00 acres, section 15, containing 640.00 acres, section 16, containing 182.38 acres, section 17, containing 182.72 acres, section 18, containing 320.00 acres, section 19, containing 640.00 acres, section 20, containing 627.74 acres, section 21, containing 640.00 acres, section 22, containing 178.46 acres, section 23, containing 640.00 acres, and section 34, containing 178.46 acres.

Containing in the aggregate thirty-five thousand, nine hundred ninety-nine and thirty-seven hundredths acres.

Subject to all conditions, exceptions or reservations contained in Patent or Patents to said lands from the United States of America.

Grantor expressly reserves and excepts all oil, gas, coal and minerals whatsoever, already found or which may hereafter be found, upon or under said lands, with the right to prospect for, mine and remove the same, and to use so much of the surface of said lands as shall be necessary and convenient for shafts, wells, tanks, pipe lines, rights of way, railroad tracks, storage purposes, and other and different structures and purposes necessary and convenient for the digging, drilling and working of any mines or wells which may be operated on said lands. Grantor, or its successors or assigns, will pay to Grantee, or the legal representatives, heirs, successors or assigns of Grantee, a fixed price per acre for the surface of all lands appropriated under this exception and reservation, which price shall be equal to the average price per acre paid for all the lands above described, together with the fair value of the buildings and permanent improvements, if any, on the land the surface of which is so appropriated. If the parties cannot agree upon such fair value it shall be fixed by three appraisers, of whom each party shall appoint one and the two so appointed shall appoint the third.

This conveyance is made subject to and upon condition that in the event that Grantor, or its successors or assigns, or The Atchison, Topeka and Santa Fe Railway Company, or its successors or assigns, or any railroad company at least a majority of whose stock it owns, may at any time hereafter desire to construct across the premises hereinabove described, any railroad tracks, telegraph and telephone lines, or other electric wire lines, oil or water pipe lines, roadways, ditches, flumes or aqueducts, or to operate on said premises gravel and ballast pits and quarries and take material therefrom for railroad purposes, the right of way for any such tracks, telegraph, telephone or other electric wire lines, pipe lines, roadways, ditches, flumes and aqueducts, of sufficient width for the proper protection, maintenance and operation thereof, and the land necessary and convenient for the operation of such gravel and ballast pits and quarries and the taking of material therefrom for railroad purposes, may be appropriated by any such Company desiring to construct such tracks, wire lines, pipe lines, roadways, ditches, flumes or aqueducts, or to operate such gravel and ballast pits and quarries, upon such Company paying or offering to pay to Grantee, or the legal representatives, heirs, successors or assigns of Grantee, a fixed price per acre for the land so appropriated, which price shall be equal to the average price per acre paid for all the land above described, together with the fair value of all buildings and permanent improvements constructed upon the land so appropriated; and Grantee, or the legal representatives, heirs, successors or assigns of Grantee, will convey to such Company such appropriated right of way upon demand and tender of payment as aforesaid.

TO HAVE AND TO HOLD the said real property above described, and its appurtenances, unto Grantee, and the heirs and assigns of Grantee forever, subject always, however, to the reservations, exceptions, covenants and conditions above contained and hereinafter set forth.

And Grantor doth hereby covenant with Grantee, and the heirs and assigns of Grantee, that it is lawfully seized of the aforesaid real property, and that the same is free and clear of all incumbrances whatsoever, and that it will forever warrant and defend the title to the said real property unto Grantee, and the heirs and assigns of Grantee, against all persons lawfully claiming or to claim the same, except taxes levied after December 31st, 19 50 , provided, however, that it is expressly understood and agreed between the parties hereto that in case the title to any of such land intended hereby to be conveyed should fail, and Grantee should be evicted therefrom, or from any portion thereof, by any person or persons holding title paramount to the title so intended hereby to be conveyed, that then and in such event, the measure of damages on account thereof, as well as for the breach of any covenant of warranty contained in this deed, whether expressed or implied, shall be such sum, and no more, as will be produced by multiplying the number of acres to which such title shall have failed by the average price per acre paid by Grantee to Grantor for the whole of said real property; and in no event shall the amount of damages

which Grantee shall be entitled to receive or recover from Grantor, on account of any breach or breaches in the covenant or covenants contained in this deed, whether expressed or implied, exceed the said amount above expressed as the consideration hereof, and interest on such amount from the date of the payment thereof at the rate of ^{five} ~~six~~ per cent per annum.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed in its corporate name by its President or Vice President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, the day and year first above written.

(Corporate Seal)

SANTA FE PACIFIC RAILROAD COMPANY,

By (Sgd) R. G. Rydin

Vice-President.

ATTEST:

(Sgd) H. B. Fink

\$49.50 United States Documentary
Stamp affixed and cancelled.

~~Assistant Secretary.~~

STATE OF ILLINOIS

COUNTY OF COOK

} ss.

This instrument was acknowledged before me, this 24th day of
by R. G. RYDIN
of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation.

October , 19 50,
, as the Vice-President

(Notarial Seal)

(Sgd) George E. Andersen

Notary Public.

My commission expires November 8, 1951

STATE OF KANSAS,
COUNTY OF SHAWNEE, } ss.

This instrument was acknowledged before me, this 25th day of October, 1950,
by H. B. FINK
of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation,
, as the Assistant Secretary

(Notarial Seal)

(Sgd) R. D. Brown

My commission expires June 21, 1952

Notary Public.

E
CRM

SURFACE OWNER'S AGREEMENT

THIS AGREEMENT, made and entered into this first day of October, 1955, by and between L. W. ROBERTS, JR., and CERTAUDE A. ROBERTS, his wife (hereinafter for convenience collectively called the "Land Owner"), first parties, and SANTA FE PACIFIC RAILROAD COMPANY, a corporation (hereinafter for convenience called "Santa Fe Pacific"), second party.

WITNESSETH

RECITALS:

Land Owner is the owner of the following described premises included in a certain deed of conveyance given by Santa Fe Pacific, hereinafter referred to as "described premises," and situated in the County of Apache, State of Arizona, to wit:

GILA AND SALT RIVER MERIDIAN, ARIZONA

Township twenty-one North, Range twenty-nine East

Sections 13^x, 14[^], 23^x, 24[^], 25^x, 26^x and 35^x.

Subject, however, to exceptions and reservations of minerals and rights of entry to prospect for, mine and remove the same and to use so much of the surface of said lands as may be necessary and convenient contained in said deed of conveyance of the described premises given by Santa Fe Pacific.

Santa Fe Pacific has heretofore leased most of the described premises for the purpose of prospecting for bentonite and mining and removing the same. These leases are in full force and effect and mining operations have already been carried on for a considerable period of time and will probably continue for many years.

It is desired at this time to avoid any future dispute as to what surface uses are permissible with respect to the described premises under said rights of entry and

surface use, expressed or implied, and as to what uses would or might be considered excessive thereunder, and to provide an equitable consideration to the Land Owner for the right to make such uses.

AGREEMENT:

NOW, THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

See Sub 10-21-5
Section 1. Santa Fe Pacific agrees to pay to the Land Owner and the Land Owner agrees to accept the sum of Four thousand and no/100 Dollars (\$4,000.00), receipt whereof is hereby acknowledged, as full compensation for any and all damages caused by prospecting and mining under the aforementioned lease or leases prior to October 1, 1955, and the Land Owner hereby confirms, extends, and grants to Santa Fe Pacific, its lessees, successors and assigns, the easements and rights to enter upon the described premises and to prospect for, mine, store and remove bentonite, using any means or methods of mining, stripping, quarrying, drilling or any other or different process of extraction or development, and to construct, maintain and use upon, within, and over said premises, machinery, tanks, engines, pipe, power and telephone lines, water wells, not including water from Land Owner's wells, roadways, and, without limitation by reason of the foregoing enumeration, any and all other structures, equipment, fixtures, appurtenances, or facilities (all the above being included under the term "facilities") necessary or convenient in prospecting for and developing, producing, storing, transporting and marketing bentonite produced from any portion of the described premises.

Section 2. Santa Fe Pacific agrees, so long as bentonite is being mined and shipped from the described premises, to pay or cause to be paid to Land Owner one cent (1¢) for each ton of bentonite mined and shipped on and after October 1, 1955, said payments to be made quarterly and shall be based upon railway shipping weights. The said one cent (1¢) a ton shall be in lieu of any other payment expressed or implied in deed of conveyance of the described premises given by Santa Fe Pacific.

Section 3. Nothing herein contained shall be construed as a covenant to mine by Santa Fe Pacific, or its lessees, or as a grant of any mineral right to the Land Owner.

Section 4. The easements, rights and uses herein

shall be binding upon the described premises and each and every part thereof, and the present and future owners thereof, and shall continue for the benefit of the present or future owners of the bentonite rights in the described premises and each and every part thereof, and their lessees.

Section 5. This agreement and the easements, rights and uses granted herein shall terminate when all commercial bentonite shall have been mined and removed from the described premises unless terminated sooner by mutual agreement of the parties hereto; provided, however, that such termination shall not terminate the rights of entry and of surface use expressed or implied in the deed or deeds of conveyance from Santa Fe Pacific.

Section 6. This agreement shall inure to the benefit of, and shall be binding upon the heirs, executors, administrators and assigns of the Land Owner, and the successors and assigns of Santa Fe Pacific.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SANTA FE PACIFIC RAILROAD COMPANY

(Corporate Seal)

By (Sgd) R. G. Rydin

Vice-President

ATTEST:

(Sgd) R. D. Brown

Assistant Secretary

(Sgd) L. W. Roberts, Jr.

(Sgd) Gertrude A. Roberts

FORM APPROVED
FENNEMORE, CRAIG, ALLEN & McCLENNEN
By (Sgd) Henry W. Allen
Solicitors for Arizona

Recorded in Book 17. Official
Records Pages 164-166. Apache
County. May 23, 1956