

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
Of the 23rd Navajo Nation Council---Second Year 2016

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE RENEWAL OF  
RIGHT-OF-WAY TO CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.,  
FOR THE WHITEHORSE LAKE RIGHT-OF-WAY POWER DISTRIBUTION LINE  
LOCATED ON NAVAJO NATION FEE LANDS IN THE WHITEHORSE LAKE  
CHAPTER VICINITY, NAVAJO NATION (McKINLEY COUNTY, NEW MEXICO)

BE IT ENACTED

**Section One. Findings**

A. Pursuant to 2 N.N.C. § 501 (B)(2), the Resources and Development Committee of the Navajo Nation Council has authority to grant final approval of 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; and

B. Pursuant to Resolution No. RCN-245-94, the Resources Committee of the Navajo Nation Council approved a 14.4 kV Electrical Distribution Line on, over and across Navajo Nation Fee Lands to serve Navajo families in Whitehorse Lake Chapter attached hereto as Exhibit "A" and

C. The Continental Divide Electric Cooperative, Inc., P.O. Box 1087, Grants, New Mexico 87020, has submitted a Right-of-Way (ROW) renewal application for said 14.4 kV electrical distribution line on, over and across Navajo Nation Fee Lands in Whitehorse Lake Chapter vicinity, Navajo Nation (McKinley County, New Mexico) attached hereto and incorporated herein as Exhibit "B"; and

D. The existing ROW is 8,039 feet long, 20 feet wide, consisting of 3.69 acres, more or less, located in various Sections in Townships 18-19 North, Range 8 West, NMPM, McKinley County, New Mexico attached hereto and incorporated herein as Exhibit "C"; and

E. The Project Review Section with the Navajo Land Department had previously obtained the consents from the affected land users (i.e. grazing permittees) pursuant to Resources Committee Resolution No. RCN-245-94 attached hereto as Exhibit "D"; and

F. The environmental and archaeological studies have been previously completed and approved pursuant to Resources Committee Resolution RCN-245-94 (Exhibit "A").

## **Section Two. Approval**

A. Resources and Development Committee of the Navajo Nation Council hereby approves the Renewal of Right-of-Way to Continental Divide Electric Cooperative, Inc. for the 14.4 kV electric distribution line in Whitehorse Lake Chapter vicinity, Navajo Nation (McKinley County, New Mexico). The location is more particularly described on the survey map attached hereto as Exhibit "C".

B. The Resource and Development Committee of the Navajo Nation Council hereby waives the consideration of \$53,136.00 because the grant of right-of-way will provide electricity to the Navajo Nation in the vicinity of the Whitehorse Lake Chapter.

C. The Resources and Development Committee of the Navajo Nation Council hereby approves the Right-of-Way subject to, but not limited to, the following terms and conditions attached hereto and incorporated herein as Exhibit "E".

D. 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 foregoing resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at Navajo Department of Transportation Administrative Complex - Nataanii Conference Room, (Navajo Nation) Tse Bonito, New Mexico, at which quorum was present and the same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 7<sup>th</sup> day of June, 2016.



**Alton Joe Shepherd, Chairperson  
Resources and Development Committee  
Of the 23<sup>rd</sup> Navajo Nation Council**

**Main Motion:     Honorable Davis Filfred  
Second:            Honorable Benjamin Bennett  
Vote:                4-0-1 (CNV)**

RESOLUTION  
OF THE RESOURCES COMMITTEE  
OF THE NAVAJO NATION COUNCIL

Approving the Grant of a Right-of-Way to Continental Divide  
Electric Cooperative, Incorporated, for Construction,  
Operation and Maintenance of a 14.4 kV Electrical Distribution  
Line On, Over and Across Navajo Tribal Fee Lands to Serve  
Navajo Families Residing within Whitehorse Lake Chapter,  
McKinley County, State of New Mexico

WHEREAS:

1. Pursuant to 2 N.T.C., Section 695 (b) (2), the Resources Committee of the Navajo Nation Council has been delegated authority to give final approval of rights-of-way over Navajo land in accordance with applicable Navajo Nation laws; and
2. The Continental Divide Electric Cooperative, Incorporated (CDEC), a New Mexico Corporation, of Post Office Box 1087, Grants, New Mexico 87020, has submitted a right-of-way application, attached hereto and made a part hereof as Exhibit "A", for construction of a 14.4 kV electrical distribution line on, over and across Navajo Tribal Fee lands to serve Navajo families residing within Whitehorse Lake Chapter, McKinley County, State of New Mexico; and
3. The proposed right-of-way is 8,039 feet in length, 20 feet wide, consisting of 3.69 acres, more or less, on Navajo Tribal Fee lands located within Sections 8 and 18, Township 19 North, Range 8 West; Section 32, Township 18 North, Range 8 West; New Mexico Principal Meridian, McKinley County, New Mexico. The location is more particularly described on the maps marked Exhibit "B", attached hereto and made a part hereof; and
4. The Project Review Office with the Division of Natural Resources has obtained the necessary consents from the affected land users (grazing permittees), attached hereto as Exhibit "C" and made a part hereof; and
5. The Continental Divide Electric Cooperative, Incorporated proposes to construct, place, operate, inspect, maintain, repair, replace, and remove such aerial and underground structures from time to time as required for the proposed powerline and further agrees to the "Terms and Conditions between the Navajo Nation and Continental Divide Electric Cooperative, Incorporated" as incorporated herein; and
6. All archaeological and environmental studies have been completed and received appropriate clearances.

COPY



NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council hereby grants a right-of-way to Continental Divide Electric Cooperative, Incorporated, a New Mexico Corporation, for the construction, operation and maintenance of an electrical distribution line to serve Navajo families residing within Whitehorse Lake Chapter, McKinley County, State of New Mexico. The location of said right-of-way across Tribal Fee lands is more particularly described on the maps marked as Exhibit "B", attached hereto and made a part hereof.

2. The Resources Committee of the Navajo Nation Council hereby approves the right-of-way subject to the terms and conditions of the Navajo Nation contained herein as follows:

- a) The grantee shall comply with the applicable federal and Tribal regulations and legislation, including all applicable antiquities laws; and
- b) The grantee shall comply with all applicable regulations contained in Title 25 of the Code of Federal Regulations, Part 169; and
- c) The grantee shall comply with all provisions for restoration and revegetation plans which may be required; and
- d) The grantee shall notify the Director of the Environmental Protection Administration immediately upon completion of the construction project so that a site inspection can be made; and
- e) The grantee shall comply with all applicable laws of the Navajo Nation including, but not limited to, the provisions of the Navajo Business Preference Law, Rules and Regulations of the Navajo Nation Commerce Department as specified in Title 5, Chapter Two, as amended, Navajo Labor laws, and the Navajo Tax Code; and
- f) The grantee shall be responsible for and promptly pay for surface damages when they are sustained; and
- g) The term of the right-of-way is for twenty (20) years effective from the date of the approval of the right-of-way by the Navajo Nation; and
- h) The minimum consideration for the right-of-way is at \$36,910.00 for a twenty (20) year term. This amount is contributed to the project by the Navajo Nation to serve Navajo families; and
- i) The total tribal contribution of \$36,910.00 to the project has been made solely to provide services to

COPY

Navajo families in the area and use of the right-of-way for commercial operation shall require the approval of the Navajo Nation; and

- j) The Nation reserves the right to purchase the electric system during the term of the right-of-way through the Navajo Tribal Utility Authority (NTUA) at a price to include the construction cost less any contribution made by the Nation; and
- k) Any assignment of the right-of-way is subject to the Navajo Nation's approval; and
- l) Members of the Navajo Tribe shall not be deprived of electric services provided by CDEC or any other utility company having responsibility of operating this system in instances of shortage of power and/or limitation of its electrical transmission/distribution facilities; and
- m) If CDEC's facilities are sold to another utility other than NTUA, the Navajo Nation will be reimbursed in cash for the value of its contribution at the time of sale; and
- n) The Navajo Nation's contribution of right-of-way consideration is limited to this project only and is made solely to provide electricity to Navajo families in the area; and
- o) The powerline shall be constructed and maintained according to "Suggested Practices for Raptor Protection on Power Lines ... The State of the Art in 1981" by Olendorff, et al, 1981.

3. The Resources Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to effect the intent and purpose of this resolution.

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

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 21st day of November, 1994.

  
Elmer L. Milford  
Chairperson

Motion: Norman John, II  
Second: Frank Guerro

COPY



Continental Divide Electric Cooperative, Inc  
PO Box 1087  
Grants, NM 87020-1087

PLEASE DETACH AND RETAIN

No. 128885  
Date. 12/02/2014

TE	INVOICE	DESCRIPTION	GROSS	NET
12/02/2014	12/02/2014	FILING, PROCESSING, FIELD CLEARANCE FEES	500.00	500.00
Vendor: 9997 THE NAVAJO NATION			Totals: 500.00	500.00



*Received By  
Mrs Shirley 10am*

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW



Continental Divide Electric Cooperative, Inc  
PO Box 1087  
Grants, NM 87020-1087

No. 128885  
95-219/1070

Wells Fargo Bank, NA  
Grants, NM 87020

FIVE HUNDRED AND NO / 100\*\*\*\*\*

THE NAVAJO NATION  
PO BOX 2249  
WINDOW ROCK AZ 86515  
DER

DATE	CHECK NO.	AMOUNT
12/02/2014	128885	\$*****500.00

*Travis G...  
Carmen Sandoval*

9997

SIGNATURE HAS A COLORED BORDER CONTAINS MICROPRINTING

# Affidavit of Completion

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF CIBOLA )

Jose Molina, Being first duly sworn, says that he is the Engineer of Continental Divide Electric Cooperative, Inc.; that the right-of-way has been constructed under his supervision for a distance of 1.52 miles across a portion of Navajo Tribal Fee Land: That this construction began on 6/22/1995 and was completed on 10/18/1995; that the right-of-way does not materially deviate from the approved plans, notes, and maps filed December 6, 1994.

\_\_\_\_\_  
Engineer

Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2014.

Cynthia Y. Sandoval  
Notary Public

My commission expires May 3, 2017.



# Affidavit of Completion

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF CIBOLA )

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\_\_\_\_\_  
Engineer



Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2014.

Copina G. Sandoval  
Notary Public

My commission expires May 5, 2017.

# Affidavit of Completion

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF CIBOLA )

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\_\_\_\_\_  
Engineer



Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
Notary Public

My commission expires May 5, 2017.

# Affidavit of No Deviation

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF CIBOLA )

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Engineer

Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2014

Capina Sandoval  
Notary Public

My commission expires May 5, 2017

# Affidavit of No Deviation

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF CIBOLA )

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\_\_\_\_\_  
Engineer

Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2014

Copina V. Sandoval  
Notary Public

My commission expires May 5, 2017.



# Affidavit of No Deviation

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF CIBOLA )

Jose Molina, Being first duly sworn, says that he is the Engineer of Continental Divide Electric Cooperative, Inc.; that the right-of-way has been constructed under his supervision a distance of 1.52 miles across a portion of Navajo Tribal Fee Land: That this construction began on 6/22/1995 and was completed on 10/18/1995; **that the right-of way does not materially deviate from the approved plans, notes, and maps filed December 6, 1994.**

\_\_\_\_\_  
Engineer

Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2014

Copina Sandoval  
Notary Public

My commission expires May 3, 2017.



**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS**

**RIGHT-OF-WAY RENEWAL APPLICATION**

Navajo Tribal Fee Land

DESCRIPTION: Section 08, T19N, R08W, Section 23, T18N, R09W, Section 31, T19N, R08W, all within NMPM, McKinley Cty New Mexico.

COMES NOW THE APPLICANT Continental Divide Electric Cooperative, Inc. of this 1 day of December, 20 14, who hereby petition(s) the Bureau of Indian Affairs and respectfully files under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application of a 20 year (term of years) right-of-way renewal for the following purposes and reasons:

Renewal of right-of-way number E-NM-94-040 "Whitehorse Lake Right-of-way"

Across the following described restricted land (easement description)

Section 8, T19N, R08W  
Section 23, T18N, R09W  
Section 31, T19N, R08W

Said right-of-way renewal to be 8039 feet in length, 20 feet in width, and 3.69 acres in size (or area), as shown on attached map of definite location, attached hereto, and made a part hereof.

SAID APPLICANT UNDERSTANDS AND EXPRESSLY AGREES TO THE FOLLOWING STIPULATIONS:

1. To construct and maintain the right-of-way renewal in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way renewal.
3. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.

4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the right-of-way renewal was granted.
5. To clear and keep clear the lands within the right-of-way renewal to the extent compatible with the purpose of the right-of-way renewal; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way renewal.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way renewal.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way renewal.
9. That upon revocation or termination of the right-of-way renewal, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
11. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way renewal is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

To conform and to abide by all applicable requirements with respect to the right-of-way renewal herein applied for. The applicant agrees to conform to and abide by the rules, regulations, and requirements contained in the *Code of Federal Regulations*, Title 25 Indians, Part 169, as amended, and by reference includes such rules, regulations and requirements as a part of this application to the same effect as if the same were herein set out in full.

DATE December 1, 2014

APPLICANT Continental Divide Electric Cooperative, Inc.  
Debbie Olivar 

TRIBAL	XXXX
INDIVIDUALLY OWNED	XXXX
GOVERNMENT OWNED	XXXX
RIGHT-OF-WAY	
REFERENCE NO.	E-NM-94-040

# GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America for and on behalf of the Indian Owners of the lands described in Exhibit "A" hereof, acting by and through the Agency Superintendent, Bureau of Indian Affairs, Department of the Interior Crownpoint, New Mexico, hereinafter referred to as "Grantor", under authority contained in the Secretarial Redelelegation Order 209 DM 8, Secretary's Order No. 3150, as amended, and 10 BIAM Bulletin 13, as amended, and the Addendum to 10 BIAM dated June 1, 1988, and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. Sec. 323-328), and Part 169, Title 25, Code of Federal Regulations, in consideration of \$ Waived and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to CONTINENTAL DIVIDE ELECTRIC COOPERATIVE INC., P.O. Box 1087, Grants, New Mexico 87020-1087, hereinafter referred to as "Grantee", an easement for right-of-way for the following purpose(s), namely: construction, operation and maintenance of single phase 14.4 KV distribution line and its appurtenances to serve Whitehorse Chapter area, over, across, in and upon the following described lands located in the County of McKinley, State of New Mexico.

The said easement as shown on the Map "NM 8-2/3/89 and NM 8-8/9/14/15" consisting of two (2) pages, marked Exhibit "B", attached hereto, is limited to and more particularly described as a strip of land, 20 feet in width, across Indian Allotment Nos. 016274, 016273, 064436, 075828, 075824, 075825, 075827, 046447, 075832, 016266, 016267, 057098, 047722, 2057, 2049, 2047, 2033, 2048, 2035, 2039, and 2043; Navajo Tribal Trust and PLO-2198 lands, located in Sections 2, and 12 in T18N, R8W; Sections 2, 13, 14, 23, 24, 26, and 35 in T18N, R9W; Sections 8, 16, 17, 18, 20, 23, 26, 28, 29, 30, 32, and 35 in T19N, R8W; Sections 23, 24, and 25 in T19N, R9W, all within NMPM, McKinley County, New Mexico; being 85,811 feet or 16.25 miles in length, and containing 39.39 acres, more or less, and distributed as following:

<u>LAND STATUS</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>MILES</u>	<u>ACREAGE</u>
Allotted Lands	46,786	20.00	8.86	21.48
PLO-2198	1,119	20.00	0.21	0.51
Tribal Trust Lands	<u>37,906</u>	<u>20.00</u>	<u>7.18</u>	<u>17.40</u>
TOTAL	85,811		16.25	39.39

Said easement is more particularly described in the right-of-way description marked Exhibit "A" attached hereto which by this reference is made a part hereof.

Said easement is subject to the Right of way owners's stipulations for crossing existing right-of-way easement of Bureau of Indian Affairs, Navajo Area, Branch of Roads for Route N9 and New Mexico State Highway for #509.

Said easement is further subject to "Navajo Area Land Clearing, Excavation and Reclamation Stipulations for Right-of-way over Indian Lands".

Said easement is further subject to compliance with the stipulation contained in the Area Environmental Quality Officer's Findings of No Significant Impact dated September 22, 1994.

Said easement is further subject to compliance with the stipulations contained in the Navajo Nation Historic Archaeological Clearance, approved by BIA, Navajo Area Director, dated August 12, 1994.



4. Said easement is further subject to the terms and conditions contained in the Navajo Nation Council Resources Committee Resolution No. RCN-246-94 dated November 21, 1994; concurrence with the letter of the President, Navajo Nation Council dated December 1, 1994; and the Resolution of the Whitehorse Lake Chapter dated October 16, 1994.

This easement does not include the portions crossing private land as shown on the map and narrative centerline description.

This easement is subject to any valid existing right or adverse claim and is for a term of twenty (20) years ending on December 07, 2014, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days' written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 169.20):

A. Failure to comply with any term or condition of the grant of applicable regulations.

B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.

C. An abandonment of the right-of-way.

D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 169.16.

E. Failure to comply with the terms and conditions in the Area Environmental Quality Officer's Findings of No Significant Impact dated September 22, 1994.

F. Failure to comply with conditions contained in the Navajo Nation Historic Archaeological Clearance, approved by BIA, Navajo Area Director, dated August 12, 1994.

G. Failure to comply with the stipulations contained in the Navajo Nation Council Resources Committee Resolution No. RCN-246-94 dated November 21, 1994; concurrence with the letter of the President, Navajo Nation Council dated December 1, 1994; and the Resolution of the Whitehorse Lake Chapter dated October 16, 1994.

H. Failure to comply with the stipulations contained to the Right-of-way owner's stipulations for crossing existing right-of-way easement of Bureau of Indian Affairs, Navajo Area, Branch of Roads for Route N9 and New Mexico State Highway for #509.

The conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this date 06 DEC 1994.

UNITED STATES OF AMERICA

By [Signature]

Acting Agency Superintendent  
(Title)

U.S. Department of The Interior  
Eastern Navajo Agency  
Bureau of Indian Affairs  
P.O. Box 328  
Crownpoint, New Mexico 87313

SECRETARY'S CERTIFICATE

I, ARSENIO SALAZAR, Secretary of the Continental Divide Electric Cooperative, Inc., (hereinafter called the "Cooperative"), certify that the following is a true copy of a motion duly made, seconded, and unanimously adopted at a regular meeting of the Board of Trustees held December 12, 1974 in the office of the Cooperative in Grants, New Mexico.

EASEMENTS ON GOVERNMENT AND INDIAN LANDS:

A motion was made by Mr. Paul Davis and seconded by Mr. James Michael the following resolution be adopted:

"Be it resolved, that the President and Secretary of the Cooperative be authorized to make applications from time to time, for permits to enter upon and make surveys upon the various classifications of lands as listed below for electric distribution and transmission lines, upon locations as designated by the engineer for the Cooperative; and the President and Secretary are further authorized to make application for easements for such transmission and distribution lines and to execute in behalf of the Cooperative all certificates, maps and documents incidental and necessary in the obtaining of such permits and easements."

"Be it further resolved that this authorization shall apply to the classifications of lands as follows:

1. Public Domain Lands (Bureau of Land Management).
2. All lands owned or controlled by the State of New Mexico.
3. All lands owned, controlled or held in trust by or for the following:
  - a. Acoma Pueblo
  - b. Laguna Pueblo
  - c. Zuni Pueblo
4. All lands owned, controlled or held in trust by or for the Navajo Nation, including those areas designated as the Ramah Navajo Reservation and the Canoncito Navajo Reservation, and including such lands that are classified as follows:
  - a. P.L.O. 2198 lands
  - b. Indian Allotment lands
  - c. Navajo Resettlement lands
  - d. Navajo Tribal Trust lands
5. All public lands under the jurisdiction of the United States Forest Service."

"Be it further resolved, that any previous resolutions of the Cooperative that pertain to authorizations for line surveys and applications for easements shall remain in effect."

The resolution was adopted.

ATTEST:

SECRETARY



## Secretary's Certificate

I, Milton Harding, Secretary of the Continental Divide Electric Cooperative, Inc., (hereinafter called the "Cooperative"), certify that the following is a true copy of motion duly made, seconded, and unanimously adopted at a regular meeting of the Board of Trustees held October 8, 1959, in the office of the Cooperative in Grants, New Mexico.

### EASEMENTS ON TRIBAL AND ALLOTMENT LANDS:

A motion was made by Mr. Porter and seconded by Mr Bass that the following resolution be adopted:

"Be it resolved that the President and Secretary of the Cooperative be authorized to make applications, from time to time, for permits to enter upon and make surveys upon Navajo Tribal Lands and Indian Allotment Lands for electric distribution and transmission lines, upon locations as designated by the engineer for the Cooperative, and the President and Secretary are further authorized to make applications for easements for such transmission and distribution lines and to execute in behalf of the Cooperative all certificates, maps and documents incidental and necessary in the obtaining of such permits and easements."

The resolution was adopted.

*Milton Harding*  
Secretary

ATTEST:

*M. O. Ramsey*

---

Received in  
office of clerk -  
McKinley County -  
Sept 18-1945 -  
Book 9 min - page 238



### Certificate of Comparison.

United States of America } ss.  
State of New Mexico }

It is Hereby Certified, that the annexed is a full, true and complete transcript of the.

### CERTIFICATE OF INCORPORATION

-of-

CONTINENTAL DIVIDE ELECTRIC, COOPERATIVE, INC.

(23845)  
with the original thereon, as same appears on file and of record in the State Corporation Commission.



Attest:

Betty M. Hunter

Asst. Clerk.

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe on this \_\_\_\_\_ day of September A. D. 1945

Eugene Allison  
Eugene ALLISON, Chairman



SEP 12 1945

Corporation Commission

are:

Continental Divide Electric Cooperative, Inc.,  
executed pursuant to the Rural Electric  
Cooperative Act, Chapter 47 of the 1939  
Session Laws of New Mexico.

We, the undersigned, do hereby execute the within  
articles for the purpose of organizing a cooperative, non-profit,  
membership Corporation (herein designated as the "Cooperative")  
under the laws of the State of New Mexico pursuant to "An Act  
authorizing the creation and incorporation of electric co-  
operative, non-profit membership corporations to engage in rural  
electrification," etc., approved March 3, 1939, and known as the  
"Rural Electric Cooperative Act."

FIRST, the name of the Cooperative is Continental  
Divide Electric Cooperative, Inc.,

SECOND, the address of the principal office of the  
Cooperative is Gallup, McKinley County, New Mexico.

THIRD, the names and addresses of the incorporators  
of the Cooperative are:

<u>Names</u>	<u>Addresses</u>
<u>Peter T. Mocho</u>	<u>San Mateo, New Mexico</u>
<u>Golden P. Roundey</u>	<u>Bluewater, New Mexico</u>
<u>Mrs. Tom Elkins</u>	<u>Prewitt, New Mexico</u>
<u>Barton Davis</u>	<u>Ramah, New Mexico</u>
<u>Bernard Vanderwagon</u>	<u>Zuni, New Mexico</u>
<u>Homer C. Jones</u>	<u>Thoreau, New Mexico</u>
<u>Dean Kirk</u>	<u>Gallup, New Mexico</u>
<u>Eddie Freas</u>	<u>Bluewater, New Mexico</u>
<u>Don Smouse</u>	<u>Prewitt, New Mexico</u>

FOURTH, the names and addresses of the persons who shall constitute the first Board of Trustees of the Cooperative Association.

Names	Addresses
Peter T. Mocho	San Mateo, New Mexico
Golden P. Roundey	Bluewater, New Mexico
Mrs. Tom Elkins	Prewitt, New Mexico
Barton Davis	Ramah, New Mexico
Bernard Vanderwagon	Zuni, New Mexico
Homer C. Jones	Thoreau, New Mexico
Dean Kirk	Gallup, New Mexico
Eddie Freas	Bluewater, New Mexico
Don Smouse	Prewitt, New Mexico

IN WITNESS WHEREOF, we have set our hands this 29th day of August, 1945.

	<u>Peter T. Mocho</u> (SEAL)
	<u>Golden P. Roundey</u> (SEAL)
	<u>Mrs. Tom Elkins</u> (SEAL)
	<u>Barton Davis</u> (SEAL)
	<u>Bernard Vanderwagon</u> (SEAL)
	<u>Homer C. Jones</u> (SEAL)
	<u>Dean Kirk</u> (SEAL)
	<u>Eddie Freas</u> (SEAL)
	<u>Don Smouse</u> 275 (SEAL)

TO:

Division of Natural Resources  
Navajo Nation  
P.O. Box 308  
Window Rock, Arizona 86515  
Attn: Anderson H. Morgan, Executive Director

Continental Divide Electric Cooperative, Inc., with office and principal place of business in the City of Grants, County of Cibola, State of New Mexico, hereby applies for right-of-way, for a period of twenty (20) years, over, across, upon, and under approximately 8,039 or 1.52 miles of Navajo Tribal Fee land for poles and lines for electrical distribution purposes to the extent shown on the Permit Map 1 of 2 (NM 8-2/3/8/9) and Permit Map 2 of 2 (NM 8-8/9/14/15) and the legal descriptions, including the right to construct, place, operate, inspect, maintain, repair, replace, and remove such aerial and underground structures as the applicant may from time to time require, consisting of poles, wires, cables, conductors, markers, and necessary fixtures and appurtenances together with the incidental right of ingress to and egress from said right-of-way and with the right to trim trees and other foliage and to cut roots on said property as may be necessary for protection of said structures.

The Applicant hereby agrees to comply with the following stipulations:

- A. To construct and maintain the right-of-way in a workmanlike manner.
- B. To pay promptly all damages and compensation, in addition to the deposit made pursuant to Para. 169.4 determined by the Secretary to be due the landowners and authorized users and occupants of the land on account of the survey, granting, construction, and maintenance of the right-of-way. (The Applicant requests that this stipulation be waived, since the power line will benefit the Navajo Tribe.)
- C. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy, or use of the lands by the

applicant, his employees, contractors, and their employees or subcontractors and their employees.

- D. To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right-of-way was granted.
- E. To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and to dispose of all vegetative and other material cut, uprooted or otherwise accumulated during the construction and maintenance of the project.
- F. To take soil and resource conservation protection measures, including weed control, on land covered by the right-of-way.
- G. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
- H. To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
- I. That upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition.
- J. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.
- K. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.



Accompanying this application and made a part hereof are the following:

EXHIBIT "A" - Two copies of Permit Map 1 of 2 (NM 8-2/3/8/9) and Permit Map 2 of 2 (NM 8-8/9/14/15) showing the centerline survey with Engineer's Statement and Applicant's Certificate thereon, together with five (5) blue-line prints.

EXHIBIT "B" - Two certified copies of the Resolution of the Applicant's Board of Directors, under which the Applicant's corporate signature was subscribed to this application.

EXHIBIT "C" - An Informative Statement and Legal Description, in duplicate covering the distribution line for which this right-of-way is requested.

EXHIBIT "D" - Proximity Statement

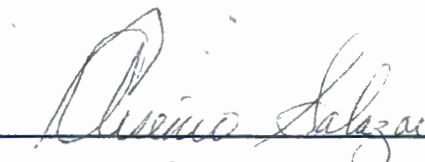
The Articles of Incorporation of Continental Divide Electric Cooperative, Inc., are not included in the Application, since they are already on file with the Bureau of Indian Affairs with previous application for other construction.

The Application is made pursuant to the provision of the Act of February 5, 1948 (62 Stat. 17) and Dept. Reg. CFR 25, Supp. 169.

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 10th day of November, 1994.

Continental Divide Electric Cooperative, Inc.

By: 

  
Secretary

INFORMATIVE STATEMENT AND LEGAL DESCRIPTION

The accompanying maps show the centerline survey for a distribution line extension of the Continental Divide Electric Cooperative, Inc. of Grants, New Mexico. The power line extension will provide power to Navajo Households in the Whitehorse Lake area.

A strip of land, twenty (20) feet wide, being ten (10) feet on each side of the following described centerline:

PERMIT MAP 1 OF 2 (NM 8-2/3/8/9)

Beginning at station 28+87, a point where the centerline enters section 8, T19N, R8W, the parcel being Tribal Fee land,

Thence N20°53'E, a distance of 711 feet to station 35+98, the end of the line, and from which point the NW corner of section 18, T19N, R8W, bears S84°21'W, a distance of 6112 feet.

PERMIT MAP 2 OF 2 (NM 8-8/9/14/15)

Beginning at station 124+83, a point where the centerline enters section 23, T18N, R9W, the parcel being Tribal Fee land,

Thence N27°02'E, a distance of 311 feet across Tribal Fee land to station 127+94, an angle point, and from which point the N 1/4 corner of section 24 bears N29°56'E a distance of 5915 feet,

Thence N00°56'W, a distance of 2376 feet to station 151+70, an angle point,

Thence N13°05'E, a distance of 1818 feet to station 169+88, an angle point,

Thence N00°18'W, a distance of 981 feet to station 179+69, where the centerline exits Tribal Fee land.

Beginning at station 41+35, a point where the centerline enters section 31, T19N, R8W, the parcel being Tribal Fee land,

Thence S89°28'W, a distance of 1842 feet across Tribal Fee land to station 59+77, the end of the line.

#### PROXIMITY STATEMENT

Those agencies having power lines within ten (10) miles of any part of the distribution line which a right-of-way is being requested are:

JEMEZ MOUNTAINS ELECTRIC COOPERATIVE, INC.

Single Phase, 14.4 kV

RESOLUTION  
OF THE RESOURCES COMMITTEE  
OF THE NAVAJO NATION COUNCIL

Approving the Grant of a Right-of-Way to Continental Divide  
Electric Cooperative, Incorporated, for Construction,  
Operation and Maintenance of a 14.4 kV Electrical Distribution  
Line On, Over and Across Navajo Tribal Fee Lands to Serve  
Navajo Families Residing within Whitehorse Lake Chapter,  
McKinley County, State of New Mexico

WHEREAS:

1. Pursuant to 2 N.T.C., Section 695 (b) (2), the Resources Committee of the Navajo Nation Council has been delegated authority to give final approval of rights-of-way over Navajo land in accordance with applicable Navajo Nation laws; and

2. The Continental Divide Electric Cooperative, Incorporated (CDEC), a New Mexico Corporation, of Post Office Box 1087, Grants, New Mexico 87020, has submitted a right-of-way application, attached hereto and made a part hereof as Exhibit "A", for construction of a 14.4 kV electrical distribution line on, over and across Navajo Tribal Fee lands to serve Navajo families residing within Whitehorse Lake Chapter, McKinley County, State of New Mexico; and

3. The proposed right-of-way is 8,039 feet in length, 20 feet wide, consisting of 3.69 acres, more or less, on Navajo Tribal Fee lands located within Sections 8 and 18, Township 19 North, Range 8 West; Section 32, Township 18 North, Range 8 West; New Mexico Principal Meridian, McKinley County, New Mexico. The location is more particularly described on the maps marked Exhibit "B", attached hereto and made a part hereof; and

4. The Project Review Office with the Division of Natural Resources has obtained the necessary consents from the affected land users (grazing permittees), attached hereto as Exhibit "C" and made a part hereof; and

5. The Continental Divide Electric Cooperative, Incorporated proposes to construct, place, operate, inspect, maintain, repair, replace, and remove such aerial and underground structures from time to time as required for the proposed powerline and further agrees to the "Terms and Conditions between the Navajo Nation and Continental Divide Electric Cooperative, Incorporated" as incorporated herein; and

6. All archaeological and environmental studies have been completed and received appropriate clearances.

COPY

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council hereby grants a right-of-way to Continental Divide Electric Cooperative, Incorporated, a New Mexico Corporation, for the construction, operation and maintenance of an electrical distribution line to serve Navajo families residing within Whitehorse Lake Chapter, McKinley County, State of New Mexico. The location of said right-of-way across Tribal Fee lands is more particularly described on the maps marked as Exhibit "B", attached hereto and made a part hereof.

2. The Resources Committee of the Navajo Nation Council hereby approves the right-of-way subject to the terms and conditions of the Navajo Nation contained herein as follows:

- a) The grantee shall comply with the applicable federal and Tribal regulations and legislation, including all applicable antiquities laws; and
- b) The grantee shall comply with all applicable regulations contained in Title 25 of the Code of Federal Regulations, Part 169; and
- c) The grantee shall comply with all provisions for restoration and revegetation plans which may be required; and
- d) The grantee shall notify the Director of the Environmental Protection Administration immediately upon completion of the construction project so that a site inspection can be made; and
- e) The grantee shall comply with all applicable laws of the Navajo Nation including, but not limited to, the provisions of the Navajo Business Preference Law, Rules and Regulations of the Navajo Nation Commerce Department as specified in Title 5, Chapter Two, as amended, Navajo Labor laws, and the Navajo Tax Code; and
- f) The grantee shall be responsible for and promptly pay for surface damages when they are sustained; and
- g) The term of the right-of-way is for twenty (20) years effective from the date of the approval of the right-of-way by the Navajo Nation; and
- h) The minimum consideration for the right-of-way is at \$36,910.00 for a twenty (20) year term. This amount is contributed to the project by the Navajo Nation to serve Navajo families; and
- i) The total tribal contribution of \$36,910.00 to the project has been made solely to provide services to

COPY



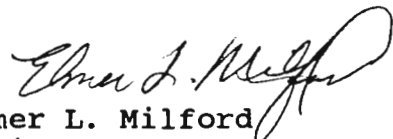
Navajo families in the area and use of the right-of-way for commercial operation shall require the approval of the Navajo Nation; and

- j) The Nation reserves the right to purchase the electric system during the term of the right-of-way through the Navajo Tribal Utility Authority (NTUA) at a price to include the construction cost less any contribution made by the Nation; and
- k) Any assignment of the right-of-way is subject to the Navajo Nation's approval; and
- l) Members of the Navajo Tribe shall not be deprived of electric services provided by CDEC or any other utility company having responsibility of operating this system in instances of shortage of power and/or limitation of its electrical transmission/distribution facilities; and
- m) If CDEC's facilities are sold to another utility other than NTUA, the Navajo Nation will be reimbursed in cash for the value of its contribution at the time of sale; and
- n) The Navajo Nation's contribution of right-of-way consideration is limited to this project only and is made solely to provide electricity to Navajo families in the area; and
- o) The powerline shall be constructed and maintained according to "Suggested Practices for Raptor Protection on Power Lines ... The State of the Art in 1981" by Olendorff, et al, 1981.

3. The Resources Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to effect the intent and purpose of this resolution.

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

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 21st day of November, 1994.

  
Elmer L. Milford  
Chairperson

Motion: Norman John, II  
Second: Frank Guerro

COPY

TO: Bureau of Indian Affairs  
Navajo Area Office  
Window Rock, Arizona



Continental Divide Electric Cooperative, Inc., with office and principal place of business in the City of Grants, County of Cibola, State of New Mexico, hereby applies for right-of-way, for a period of fifty (50) years, over, across, upon, and under approximately 46,786 feet or 8.86 miles of Indian Allotment land and 37,906 feet or 7.18 miles of Tribal Trust land, and 1119 feet or 0.21 miles of PLO 2198 land for poles and lines for electrical distribution purposes to the extent shown on the Permit Map 1 of 2 (NM 8-2/3/8/9) and Permit Map 2 of 2 (NM 8-8/9/14/15) and the legal descriptions, including the right to construct, place, operate, inspect, maintain, repair, replace, and remove such aerial and underground structures as the applicant may from time to time require, consisting of poles, wires, cables, conductors, markers, and necessary fixtures and appurtenances together with the incidental right of ingress to and egress from said right-of-way and with the right to trim trees and other foliage and to cut roots on said property as may be necessary for protection of said structures.

The Applicant hereby agrees to comply with the following stipulations:

- A. To construct and maintain the right-of-way in a workmanlike manner.
- B. To pay promptly all damages and compensation, in addition to the deposit made pursuant to Para. 169.4 determined by the Secretary to be due the landowners and authorized users and occupants of the land on account of the survey, granting, construction, and maintenance of the right-of-way. (The Applicant requests that this stipulation be waived, since the power line will benefit the Navajo Tribe.)
- C. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy, or use of the lands by the applicant, his employees, contractors, and their employees or subcontractors and their employees.

EXHIBIT 'A'

COPY

- D. To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right-of-way was granted.
- E. To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and to dispose of all vegetative and other material cut, uprooted or otherwise accumulated during the construction and maintenance of the project.
- F. To take soil and resource conservation protection measures, including weed control, on land covered by the right-of-way.
- G. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
- H. To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
- I. That upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition.
- J. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.
- K. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

Accompanying this application and made a part hereof are the following:

COPY

EXHIBIT "A" - Two reproducible mylars of Permit Map 1 of 2 (NM 8-2/3/8/9) and Permit Map 2 of 2 (NM8-8/9/14/15) showing the centerline survey with Engineer's Statement and Applicant's Certificate thereon, together with five (5) blue-line prints.

EXHIBIT "B" - Two certified copies of the Resolution of the Applicant's Board of Directors, under which the Applicant's corporate signature was subscribed to this application.

EXHIBIT "C" - An Informative Statement and Legal Description, in duplicate covering the distribution line for which this right-of-way is requested.

EXHIBIT "D" - Proximity Statement

The Articles of Incorporation of Continental Divide Electric Cooperative, Inc., are not included in the Application, since they are already on file with the Bureau of Indian Affairs with previous application for other construction.

The Application is made pursuant to the provision of the Act of February 5, 1948 (62 Stat. 17) and Dept. Reg. CFR 25, Supp. 169.

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 4<sup>th</sup> day of October, 1994.



Armenio Salazar  
Secretary

Continental Divide Electric Cooperative, Inc.

By: Melvin L. Lenz



LEGAL DESCRIPTION  
AND  
INFORMATIVE STATEMENT

The accompanying Permit Maps, NM 8-2/3/8/9 and NM 8-8/9/14/15, dated September 1992, show centerline surveys for power line right-of-way easements for the Continental Divide Electric Cooperative, Inc. of Grants, New Mexico and are more particularly described as follows:

A strip of land, twenty (20) feet wide, being ten (10) feet on each side of the following described centerline:

PERMIT MAP 1 OF 2 (NM 8-2/3/8/9)

Beginning at station 0+00, a point on an existing line in the NE 1/4 of section 18, T19N, R8W, NMPM, the parcel being Indian Allotment SF 075825, and from which point the NW corner of section 18, T19N, R8W, bears N58°43'W, a distance of 3734 feet,

Thence S72°01'E, a distance of 1074 feet across indian allotment land to station 10+74, an angle point,

Thence S50°10'E, a distance of 574 feet to station 16+48, where the centerline enters the SE 1/4 of section 18, the parcel being Indian Allotment SF 075827,

Thence continuing S50°10'E, a distance of 624 feet to station 22+72, where it enters section 17, the parcel being Tribal Trust land,

Thence continuing S50°10'E, a distance of 3438 feet across Tribal Trust land to station 57+10, where it enters the NE 1/4 of section 20, the parcel being Tribal Trust land,

Thence continuing S50°10'E, a distance of 915 feet across Tribal Trust land to station 66+25, an angle point,

Thence S07°53'W, a distance of 2086 feet to station 87+11, where the centerline enters the SE 1/4 of section 20, the parcel being Indian Allotment SF 075828,

Thence continuing S07°53'W across indian allotment land, a distance of 2213 feet to station 109+24, an angle point,

Thence S76°33'E, a distance of 2022 feet to station 129+46, where the centerline enters section 29, the parcel being Tribal Trust land,

Thence continuing S76°33'E, a distance of 568 feet across Tribal Trust land to station 135+14, where the centerline enters section 28, T19N, R8W, the parcel being Indian Allotment SF 064436,

Thence continuing S76°33'E, a distance of 616 feet across indian allotment land to station 141+30, an angle point,

EXHIBIT "B"

COPY



Thence N86°20'E, a distance of 1966 feet to station 160+96, the end of the line and from which point the NW corner of section 28, T19N, R8W, bears N86°55'W, a distance of 2562 feet.

A line beginning at station 18+38=0+00 on the above described line, in the SE 1/4 of section at 18, T19N, R8W, the parcel being Indian Allotment SF 075827,

Thence N20°53'E, a distance of 124 feet across indian allotment land, to station 1+24, where the centerline enters the NE 1/4 of section 18, the parcel being Indian Allotment SF 075825,

Thence continuing N20°53'E, a distance of 768 feet to station 8+92, where the centerline enters section 17, the parcel being Tribal Trust land,

Thence continuing N20°53'E, a distance of 1995 feet across Tribal Trust land, to station 28+87, where the centerline enters section 8, the parcel being Tribal Fee land,

Thence continuing N20°53'E, a distance of 711 feet to station 35+98, the end of the line, and from which point the NW corner of section 18, T19N, R8W, bears S84°21'W, a distance of 6112 feet,

A tap beginning at station 60+03=0+00 on a previously described line, in section 20, T19N, R8W, the parcel being Tribal Trust land,

Thence S48°41'W, a distance of 1272 feet across Tribal Trust land to station 12+72, the end of the tap.

A line beginning at station 60+03=0+00 on a previously described line, in section 20, T19N, R8W, the parcel being Tribal Trust land,

Thence N34°15'E, a distance of 228 feet across Tribal Trust land to station 2+28, where the centerline enters section 17, the parcel being Tribal Trust land,

Thence continuing N34°15'E, a distance of 265 feet to station 4+93, an angle point,

Thence N41°28'E, a distance of 3161 feet to station 36+54, where the centerline enters the SW 1/4 of section 16, the parcel being Tribal Trust land,

Thence continuing N41°28'E, a distance of 72 feet to station 37+26, where the centerline enters the NW 1/4 of section 16, the parcel being Indian Allotment SF 075824,

Thence continuing N41°28'E, a distance of 2792 feet to station 65+18, the end of the line and from which point the SW corner of section 21, T19N, R8W, bears S10°28'W a distance of 10,225 feet.

A tap beginning at station 109+24=0+00 on a previously described line in the SE 1/4 of section 20, T19N, R8W, the parcel being Indian Allotment SF 075828,

Thence S07°53'W, across indian allotment land a distance of 431 feet to station 4+31, where the centerline enters section 29, the parcel being Tribal Trust land,

COPY

Thence continuing S07°53'W, a distance of 239 feet to station 6+70, the end of the tap.

A tap beginning at station 130+27=0+00 on a previously described line in section 29, T19N, R8W, the parcel being Tribal Trust land,

Thence N10°51'E a distance of 10 feet across Tribal Trust land to station 0+10, where the centerline enters the SE 1/4 of section 20, the parcel being Indian Allotment SF 075828,

Thence continuing N10°51'E a distance of 2284 feet across indian allotment land to station 22+94, the end of the tap and from which point the SW corner of section 21, T19N, R8W, bears S01°09'E, a distance of 2247 feet.

Beginning at station 0+00, a point on an existing line in the NE 1/4 of section 23, T19N, R9W, the parcel being PLO 2198 land, and from which point the NW corner of section 24 bears N00°23'E, a distance of 1831 feet,

Thence N81°28'E a distance of 19 feet across PLO 2198 land to station 0+19, where the centerline enters the NW 1/4 of section 24, the parcel being Tribal Trust land,

Thence continuing N81°28'E, a distance of 2684 feet across Tribal Trust land to station 27+03, where the centerline enters the NE 1/4 of section 24, the parcel being Indian Allotment SF 075832,

Thence continuing N81°28'E, a distance of 790 across indian allotment land to station 34+93, an angle point,

Thence N78°39'E, a distance of 407 feet to station 39+00=0+00, where a tap extends S40°04'E, a distance of 521 feet to station 5+21, the end of the tap,

Thence continuing N78°39'E from station 39+00, the angle point, a distance of 278 feet to station 41+78, the end of the line, and from which point the NW corner of section 24, T19N, R9W, bears N74°01'W, a distance of 4279 feet.

Beginning at station 0+00, a point on the section line between sections 25 and 26, T19N, R9W, section 25 being Tribal Trust land, and from which point the NE corner of section 25, T19N, R9W, bears N58°25'E, a distance of 6286 feet,

Thence S89°10'E, a distance of 510 feet across Tribal Trust land to station 5+10, an angle point,

Thence N89°35'E, a distance of 4840 feet across Tribal Trust land, to station 53+50, where the centerline enters section 30, T19N, R8W, and a parcel that is Indian Allotment SF 046447,

Thence continuing N89°35'E, a distance of 361 feet across indian allotment land to station 57+11, an angle point,

Thence N47°00'E, a distance of 2489 feet to station 82+00, the end of the line and from which point the NW corner of section 30 bears N54°17'W, a distance of 2682 feet.

COPY

Beginning at station 0+00, a point of an existing line in the NE1/4 of section 12, T18N, R8W, NMPM, the parcel being Indian Allotment 057098,

Thence S23°00'E', a distance of 779 feet across indian allotment land to station 7+79, the end of the line and from which point the SE corner of Section 12, T18N, R8W, NMPM, bears S33°00'E, a distance of 4323 feet.

Beginning at station 0+00, a point on an existing line in the NW 1/4 of the SE 1/4 of section 32, T19N, R8W, NMPM, the parcel being part of Indian Allotment SF 047722, and from which point the N 1/4 corner of section 32 bears N15°21'W, a distance of 3895 feet,

Thence N12°35'W, a distance of 407 feet across indian allotment land to station 4+07, an angle point,

Thence N63°28'W, a distance of 1137 feet to station 15+44, an angle point,

Thence S89°28'W, a distance of 1229 feet to station 27+73, where the centerline enters State land,

Thence continuing S89°28'W, a distance of 1362 feet across State land to station 41+35, where the centerline enters Tribal Fee land,

Thence continuing S89°28'W, a distance of 1842 feet across Tribal Fee land to station 59+77, the end of the line and from which point the N 1/4 corner of section 32 bears N57°19'E, a distance of 5357 feet.

Beginning at station 0+00, a point on an existing line in the SE 1/4 of section 2, T18N, R9W, NMPM, the parcel being Indian Allotment 2057,

Thence N04°15'E, a distance of 1318 feet across indian allotment land to station 13+18, the end of the line and from which point the SE corner of section 2 bears S45°19'E, a distance of 2142 feet.

Beginning at station 0+00, a point in section 36, T18N, R9W, N.M.P.M., the parcel being State land, and from which point the SW corner of section 36 bears S86°14'W, a distance of 389 feet,

Thence N56°48'W, a distance of 470 feet across State land to station 4+70, where the centerline enters section 35, the parcel being Tribal Trust land,

Thence continuing N56°48'W, a distance of 169 feet across Tribal Trust land to station 6+39, an angle point,

Thence N30°45'W, a distance of 5624 feet to station 62+63, where the centerline enters the SW 1/4 of section 26, the parcel being Indian Allotment 2039,

Thence continuing N30°45'W, a distance of 155 feet across indian allotment land to station 64+18 = 0+00, an angle point, and from which point the S 1/4 corner of section 26 bears S72°08'E, a distance of 386 feet, and at said point a tap extends N30°45'W, a distance of 335 feet to station 3+35, the end of the tap,

Thence N52°02'E from station 64+18 a distance of 500 feet to station 69+18, where the centerline enters the SE 1/4 of section 26, the parcel being Indian Allotment

COPY

A tap beginning in Indian Allotment SF 046447, in section 30, at station 57+11=0+00 on the above described line,

Thence S16°35'W a distance of 715 feet across indian allotment land to station 7+15, where the centerline enters Tribal Trust land,

Thence continuing S16°35'W a distance of 331 feet across Tribal Trust land to station 10+46, the end of the tap.

Beginning at station 0+00, a point in section 23, T19N, R8W, the parcel being PLO 2198 land, and from which point the S 1/4 corner of section 23 bears S54°31'E, a distance of 1482 feet,

Thence S28°52'W a distance of 1100 feet across PLO 2198 land to station 11+00, where the centerline enters the NW 1/4 of section 26, the parcel being Indian Allotment SF 016274,

Thence continuing S28°52'W a distance of 986 feet across indian allotment land to station 20+86, an angle point,

Thence S06°10'W a distance of 1726 feet to station 38+12, where the centerline enters the SW 1/4 of section 26, the parcel being Indian Allotment SF 016273,

Thence continuing S06°10'W a distance of 1400 feet across indian allotment land to station 52+12, an angle point and from which point the SW corner of section 26, T19N, R8W, bears S04°22'W a distance of 1278 feet,

Thence S45°01'E a distance of 1801 feet to station 70+13, where the centerline enters section 35, the parcel being Tribal Trust land,

Thence continuing S45°01'E a distance of 3487 feet across Tribal Trust land to station 105+00, (DESCRIPTION CONTINUES ON PERMIT MAP 2 OF 2)

PERMIT MAP 2 OF 2 - (NM 8-8/9/14/15)

Continuing from station 105+00, an angle point in section 35, T19N, R8W, NMPM, and from which point the SE corner of section 35, bears S27°10'E a distance of 3162 feet,

Thence S09°07'W, a distance of 2859 feet to station 133+59, where the centerline enters the NE 1/4 of section 2, T18N, R8W, the parcel being Indian Allotment 016266,

Thence continuing S09°07'W, a distance of 2556 feet to station 159+15, an angle point,

Thence S07°53'W, a distance of 120 feet to station 160+35, where the centerline enters the SE 1/4 of section 2, the parcel being Indian Allotment 016267,

Thence continuing S07°53'W, a distance of 656 feet across indian allotment land to station 166+91, a point on an existing line, and from which point the NE corner of section 2 bears N36°06'E, a distance of 4087 feet.

COPY



2043,

Thence continuing N52°02'E a distance of 2050 feet to station 89+68, an angle point, and from which point the S 1/4 corner of section 26 bears S44°15'W, a distance of 2355 feet,

Thence N03°52'E, a distance of 861 feet to station 98+29, an angle point,

Thence N02°17'E, a distance of 50 feet to station 98+79, where the centerline enters the NE 1/4 of section 26, the parcel being Indian Allotment 2035,

Thence continuing N02°17'E, a distance of 1197 feet to station 110+76, an angle point,

Thence N10°26'E, a distance of 1007 feet to station 120+83, an angle point,

Thence N27°02'E, a distance of 400 feet to station 124+83, where the centerline enters section 23, the parcel being Tribal Fee land,

Thence continuing N27°02'E, a distance of 311 feet across Tribal Fee land to station 127+94, an angle point and from which point the N 1/4 corner of section 24 bears N29°56'E a distance of 5915 feet,

Thence N00°56'W, a distance of 2376 feet to station 151+70, an angle point,

Thence N13°05'E, a distance of 1818 feet to station 169+88, an angle point,

Thence N00°18'W, a distance of 981 feet to station 179+69, where the centerline enters the SE 1/4 of section 14, the parcel being Indian Allotment 2047,

Thence continuing N00°18'W, a distance of 1208 feet to station 191+77, an angle point,

Thence N01°01'E, a distance of 1200 feet to station 203+77, where the centerline enters the NE 1/4 of section 14, the parcel being Indian Allotment 2049,

Thence continuing N01°01'E, a distance of 331 feet to station 207+08, an angle point,

Thence N00°10'E, a distance of 1721 feet to station 224+29, a point on an existing line, and from which point the N 1/4 corner of section 24 bears S30°21'E, a distance of 5169 feet.

Beginning at station 179+72 = 0+00, a point on the previously described line in section 14, T18N, R9W, N.M.P.M., the parcel being Indian Allotment 2047,

Thence S89°59'E, a distance of 4 feet across indian allotment land to station 0+04 where the centerline enters section 13, the parcel being Tribal Trust land,

Thence continuing S89°59'E, a distance of 3147 feet across Tribal Trust land to station 31+51, an angle point,

Thence S27°58'E, a distance of 3 feet to station 31+54 where the centerline enters the NE 1/4 of section 24, the parcel being Indian Allotment 2048,

COPY



Thence continuing S27°58'E, a distance of 327 feet across indian allotment land to station 34+81, the end of the line.

A tap beginning at station 6+11 = 0+00, a point on the previously described line in section 13, T18N, R9W, the parcel being Tribal Trust land,

Thence S01°56'E, a distance of 3 feet across Tribal Trust land to station 0+03 where the centerline enters the NW 1/4 of section 24, the parcel being Indian Allotment 2033,

Thence continuing S01°56'E, a distance of 276 feet across indian allotment land to station 2+79, the end of the tap.

COPY

The described right-of-way will cross the following land ownerships for the distances and acreages listed below:

<u>Indian Allotment</u>	<u>Distance</u>	<u>Acreage</u>
2033	276	0.13
2035	2604	1.19
2039	990	0.45
2043	2961	1.36
2047	2412	1.11
2048	327	0.15
2049	2052	0.94
2057	1318	0.61
016266	3332	1.53
047722	2773	1.27
057098	779	0.36
 SF 016273	 3201	 1.47
SF 016274	2712	1.25
SF 046447	3565	1.64
SF 064436	2582	1.19
SF 075824	2792	1.28
SF 075825	2416	1.11
SF 075827	748	0.34
SF 075828	6950	3.19
SF 075832	<u>1996</u>	<u>0.92</u>
 TOTAL	 46,786 FEET (8.86 MILES)	 21.48 ACRES
 TRIBAL TRUST LAND	 37,906 FEET (7.18 MILES)	 17.40 ACRES
 PLO 2198 LAND	 1,119 FEET (0.21 MILES)	 0.51 ACRES
 TRIBAL FEE LAND	 8,039 FEET (1.52 MILES)	 3.69 ACRES
 STATE LAND	 1,832 FEET (0.35 MILES)	 0.84 ACRES

COPY

PROXIMITY STATEMENT

Those agencies having power lines within ten (10) miles of any part of the distribution line which a right-of-way is being requested are:

JEMEZ MOUNTAINS ELECTRIC COOPERATIVE, INC.

Single Phase, 14.4 kV

COPY



# THE NAVAJO NATION

P.O. BOX 308 • WINDOW ROCK, ARIZONA 86515 • (602) 871-4941

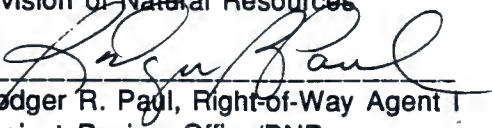
PETERSON ZAH,  
PRESIDENT

MARSHALL PLUMMER  
VICE PRESIDENT

November 7, 1994

## MEMORANDUM

TO : Alfred Dehiya, ASO III  
Project Review Office  
Division of Natural Resources

FROM :   
Rodger R. Paul, Right-of-Way Agent I  
Project Review Office/DNR

SUBJECT: Powerline Extension - Whitehorse Lake Chapter  
File ID# 95-3213

Continental Divide Electric Cooperative, Inc., Post Office Box 1087, Grants, New Mexico 87020, has submitted an application requesting for right-of-way to construct a proposed single phase 14.4 distribution line to serve approximately 38 to 58 families in the Whitehorse Lake Chapter Area.

The proposed project is located on Navajo Tribal Trust Land and Navajo Tribal Fee Lands within Sections 8, 16, 17, 20, 29 & 35, Township 19 North, Range 8 West, Sections 24, & 25, Township 19 North, Range 9 West and Sections 13, 23, & 35, Township 18 North, Range 9 West, NMPM, McKinley County, New Mexico.

Project Review Office within the Division of Natural Resources has obtained the written consent from the affected land users (grazing permittees), which was identified by Mr. Clement Yazzie, Land Board Member for Whitehorse Lake Chapter.

- |                        |                            |
|------------------------|----------------------------|
| 1. Annie R. Yazzie     | 7. Billy R. Castillo       |
| 2. Nelson Sandoval     | 8. Pasquelita I. Rodriguez |
| 3. Rose Smith          | 9. Ben Jake                |
| 4. Marie S. Whitehorse | 10. Glen Mescal            |
| 5. Robert Jake         | 11. Robert Perry, Sr.      |
| 6. Jimmie J. Thompson  | 12. Al Smith Betone        |

Field clearance on the above project is completed and recommend the above project for further processing. If you have any questions regarding the above projects, please contact me at tribal extension 6447.

xc: Chrono/Project File

COPY



CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, Jimmie J. Thompson hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

10-25-94 Jimmie J. Thompson \_\_\_\_\_ 20-24  
Date Land User Signature (or Thumbprint) Census No. Permit No.

WITNESS:

10-26-94 Cheney Harris 20  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

COPY



CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, ROBERT LAKE, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

10-25-94  
Date

X Robert Lake  
Land User Signature (or Thumbprint)

\_\_\_\_\_  
Census No.

12-U-9  
Permit No.

WITNESS:

10-26-94  
Date

Clarence L. [Signature]  
Grazing Committee or Land Board Member

20  
District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, Pasquenta I. Rodriguez, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

10/25/94 Pasquenta Rodriguez RU 25  
Date Land User Signature (or Thumbprint) Census No. Permit No.

WITNESS:

10/26/94 Charles L. Lujan 20  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

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

B. J. Faniel  
Field Agent Signature

COPY

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, Annie R. Yazzie hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right-of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

10-26-94  
Date

Annie R. Yazzie  
Land User Signature (or Thumbprint)

1111  
Census No.

RU 8  
Permit No.

WITNESS:

10-26-94  
Date

[Signature]  
Grazing Committee or Land Board Member

20  
District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, Billy R. Castillo hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

10/25/94 Billy R. Castillo RU 8  
Date Land User Signature (or Thumbprint) Census No. Permit No.

WITNESS:

10-26-94 Clement J. [Signature] 20  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

COPY

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, ROBERT PERRY SR. hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

10-25-94 X Robert Perry Sr. RU 29  
Date Land User Signature (or Thumbprint) Census No. Permit No.

WITNESS:

10-26-94 Robert Perry Jr. 20  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

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

Robert Perry Jr.  
Field Agent Signature



CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, NELSON SANDOVAL hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

<u>10-25-94</u> Date	<u>Nelson Sandoval</u> Land User Signature (or Thumbprint)	<u>- - -</u> Census No.	<u>RU 9</u> Permit No.
-------------------------	---	----------------------------	---------------------------

WITNESS:

<u>10-26-94</u> Date	<u>Charles H. Hagen</u> Grazing Committee or Land Board Member	<u>20</u> District No.
-------------------------	---	---------------------------

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

COPY

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, ROSE SMITH, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

<u>10-26-94</u>	<u>x Rose Smith</u>	_____	<u>RV-6</u>
Date	Land User Signature (or Thumbprint)	Census No.	Permit No.

WITNESS:

<u>10-26-94</u>	<u>[Signature]</u>	<u>28</u>
Date	Grazing Committee or Land Board Member	District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, AL SMITH BETONE hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

<u>10-25-94</u>	<u>X Al Smith Betone</u>	_____	<u>R-U-6</u>
Date	Land User Signature (or Thumbprint)	Census No.	Permit No.

WITNESS:

<u>10-26-94</u>	<u>[Signature]</u>	<u>20</u>
Date	Grazing Committee or Land Board Member	District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

COPY

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, BEN JAKE hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right-of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, McKinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

10-25-94 X Ben Jake \_\_\_\_\_ 124-7  
Date Land User Signature (or Thumbprint) Census No. Permit No.

WITNESS:

10-26-94 [Signature] 20  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, MARIE S. Whitehorse hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

10-25-94 X Marie S. Whitehorse 3 RV 13  
Date Land User Signature (or Thumbprint) Census No. Permit No.

WITNESS:

10-26-94 Robert J. Luzzo 20  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

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

Robert J. Luzzo  
Field Agent Signature

COPY



CONSENT FORM - 1  
(No expected damages)

CONSENT TO USE  
NAVAJO TRIBAL LANDS

TO WHOM IT MAY CONCERN

I, GLEN MESCOH, hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs, Window Rock, Arizona to permit Continental Divide Electric Coop. of P.O. Box # Grants, New Mexico 87020 to use a portion of my land use area for the following purpose(s): right -of-way for proposed single phase 14.4kv distribution line to serve approximately 38 - 50 families in Whitehorse Chapter, Mckinley County, NM. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages to my improvements or diminishment in value of my land use rights and/or I expect the value of my land use rights to-be enhanced as a result of the above-referenced project as proposed.

REMARKS: \_\_\_\_\_

10-25-94  
Date

Glen Mesco  
Land User Signature (or Thumbprint)

Census No. RU-15  
Permit No.

WITNESS:

10-26-94  
Date

Cheney Harris  
Grazing Committee or Land Board Member

20  
District No.

Acknowledgement of Field Agent

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

[Signature]  
Field Agent Signature

## FINDING OF NO SIGNIFICANT IMPACT

EA-94-097

### White Horse Lake Powerline Extension Eastern Agency, McKinley County, New Mexico

Based on the final environmental assessment (EA) for the proposed Whitehorse Lake powerline extension, the Continental Divide Electric Cooperative, Inc., proposes to apply for a 20 feet right-of-way for the project. The project is located within the Whitehorse Lake community and crosses Navajo Tribal Trust land, Indian allotments, Tribal Fee land, State land and Public Law 2198 land. This FONSI determination by the Bureau of Indian Affairs affects only those lands which fall within the jurisdiction of the Navajo Area Office. It will be the responsibility of the applicant to obtain permission, clearances and FONSI determinations for the State and Navajo Fee lands.

The land area which falls within the BIA Navajo Area jurisdiction according to land class, length, right-of-way and acreage are as follows: Tribal Trust, 20 feet by 46,786 feet (8.86 miles) and 21.48 acres; Indian Allotment, 20 feet by 37,906 feet (7.18 miles) and 17.40 acres and; PLO 2198 land, 20 feet by 1,119 feet (0.21 miles) and 0.51 acres, for a total right-of-way of 20 feet by 85,811 feet (16.25 miles) and a total area of impact of 39.39 acres. In compliance with Section 102(2) (c) of the National Environmental Policy Act of 1969, as amended, an environmental impact statement will not be required.

The determination is supported by the following references:

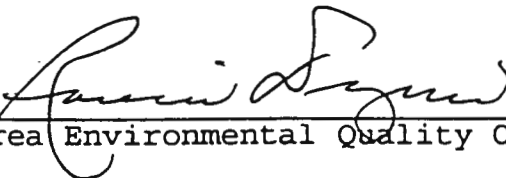
1. Agency and public involvement were conducted and environmental issues related to the construction of the Whitehorse Lake powerline extension. Community involvement and support is expressed by the Whitehorse Lake chapter resolution #WHL-08-94-010. Alternative courses of action and mitigation measures were developed in response to environmental concerns and issues.
2. The EA discloses the environmental consequences of the proposed action and identifies three potentially viable alternatives including the "no action" alternative.
3. Protective measures will be levied to protect air, noise and water quality as outlined in Section VI: Environmental Consequences.
4. In compliance with the Endangered Species Act, the Navajo Natural Heritage Program was consulted for its knowledge of potentially threatened and endangered species in the project area. The proposed action will not have a significant impact on the threatened and endangered species or critical habitats. The references and discussion are found on Pages 7 and 8. Threatened and endangered species.

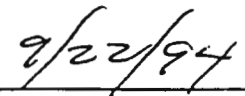
COPY

5. In compliance with the National Historic Preservation Act, a cultural resources inventory was conducted for the proposed action. A conditional cultural resources compliance has been issued by the Navajo Historic Preservation Department. The stipulations outlined in the compliance form will be strictly adhered to by the utility and funding companies. A monitoring report will be submitted to the Navajo Historic Preservation Department within 30 days after completion of the project.

6. Impacts to public health and safety are mitigated through implementation of mitigation as described in Section VII: MITIGATING MEASURES.

7. The proposed action will improve the economic and social conditions of the affected Indian community.

ACTING   
Area Environmental Quality Officer

  
Date

COPY

-A) HRC

CULTURAL RESOURCES COMPLIANCE FORM  
HISTORIC PRESERVATION DEPARTMENT  
PO BOX 4950  
WINDOW ROCK, ARIZONA 86515

ROUTING:	COPIES TO	NNHPD NO. <u>HPD-94-344</u>
<u>NM</u>	SHPO	OTHER PROJECT NO.
	ACHP	<u>NNAD-92-511</u>
<u>XX</u>	REAL PROPERTY MGT/330	
<u>XX</u>	NNAD	

PROJECT TITLE: A Cultural Resources Inventory of the White Horse Lake Powerline Extensions, White Horse Lake Chapter, McKinley County, New Mexico.

LEAD AGENCY: BIA/NAO

SPONSOR: Capital Improvement Department, Navajo Nation Division of Community Development, P.O. Box 1510, Window Rock, Arizona 86515 and White Horse Lake Chapter, HCR 79, Box 4069, Cuba, New Mexico 87013.

PROJECT DESCRIPTION: The proposed project will involve the construction of 18.24 miles of single-pole 14.4 kV electrical distribution lines to serve 38 families. Ground disturbance will be intensive and extensive with the use of heavy equipment.

LAND STATUS: Tribal Trust Lands, Tribal Fee Lands, Indian Allotments, State Lands, and P.L. 2198 Land.

CHAPTER: White Horse Lake

LOCATION: T18N, R8W, Sections 2 and 12; T18N, R9W, Sections 2, 14, 23, 24, 26, 35 and 36; T19N, R8W, Sections 8, 16, 17, 18, 20, 23, 26, 28, 29, 30, 31, 32, and 35; and T19N, R9W, Sections 24 and 25, McKinley County, New Mexico.

PROJECT ARCHAEOLOGIST: Denise R. E. Copeland and Minnie Begaye Mann  
NAVAJO ANTIQUITIES PERMIT NO.: NTC

DATE INSPECTED: June 3-5, 9, 12, 15-16, 22-23, 29-30, 1992, July 6-9, 1992; and April 5, 1993.

DATE OF REPORT: May 27, 1994

TOTAL ACREAGE INSPECTED: 221.11 acres.

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart.

LIST OF CULTURAL RESOURCES FOUND: Fourteen (14) sites, seven (7) isolated occurrences, Forty-three (43) in-use sites, and one (1) traditional cultural property.

COPY



**LIST OF ELIGIBLE PROPERTIES:**

NM-R-3-21  
NM-R-14-24 (Prehistoric and Historic Components)  
NM-R-14-30  
NM-R-14-31 (As previously determined, SJC-85-089)

**LIST OF NON-ELIGIBLE PROPERTIES:**

NM-R-14-23 (Also recorded as a TCP)  
NM-R-14-25  
NM-R-14-26  
NM-R-14-27  
NM-R-14-28  
NM-R-14-29  
NM-R-15-17  
NM-R-15-24  
NM-R-15-14 (As previously determined, HPD-92-424)  
NM-R-15-15 (As previously determined, HPD-92-424)  
Seven (7) isolated occurrences  
Forty-three (43) In-use sites

**LIST OF ARCHAEOLOGICAL RESOURCES:**

NM-R-3-21  
NM-R-14-24 (Prehistoric Component)  
NM-R-14-30

**EFFECT/CONDITIONS OF COMPLIANCE:** The proposed undertaking will have no effect on Historic Properties provided that the following conditions are met.

Site NM-R-3-21 shall be avoided by a minimum of 50 feet (15.24 meters). The site boundaries that fall within the project area and the buffer zone shall be flagged by a qualified archaeologist prior to any construction activities. The site shall be spanned by hand-carrying the electrical cables across the site and vehicular traffic shall avoid the flagged site. Poles and anchors are not to be placed within the site boundary. A qualified archaeologist shall be present to monitor all construction activities. Additionally, NTUA permanent markers shall be placed on the site boundaries in the right-of-way.

Site NM-R-14-24 shall be avoided. The site boundaries that fall within the project area and the buffer zone shall be flagged by a qualified archaeologist prior to any construction activities. The site shall be spanned by hand-carrying the electrical cables across the site and vehicular traffic shall avoid the flagged site boundaries. Poles and anchors are not to be placed within the site boundary. A qualified archaeologist shall be present to monitor all construction activities. Additionally, NTUA permanent markers shall be placed on the site boundaries in the right-of-way.

Site NM-R-14-30 shall be avoided. The site boundaries that fall within the project area and the buffer zone shall be flagged by a qualified archaeologist prior to any construction activities. All vehicular traffic shall avoid the flagged site boundaries. Poles

COPY



and anchors are not to be placed within the site boundary. A qualified archaeologist shall be present to monitor all construction activities. Additionally, NTUA permanent markers shall be placed on the site boundaries in the right-of-way and buffer zone.

Site NM-R-14-31 shall be monitored by a qualified archaeologist during construction activities. Poles and anchors are not to be placed within existing features. The site shall be spanned by hand carrying the electrical cables across the site and all vehicular traffic shall remain on existing dirt roads.


A monitoring report must be submitted to HPD within 30 days after the completion of construction.

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 (602) 871-7132.

FORM PREPARED BY: Rolf J. Nabahe  
FINALIZED: July 1, 1994

Notification to  
Proceed Recommended:  
Conditions:

Yes XX No       
Yes XX No     

  
Alan Downer  
Navajo Nation Historic  
Preservation Officer

7/8/94  
Date

Agency Approval:

Yes ✓ No     

  
ACTING Area Director

8/12/94  
Date

COPY



## EXHIBIT "E"

### NAVAJO NATION RIGHT-OF-WAY TERMS AND CONDITIONS

#### CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC. (GRANTEE)

1. The term of the right-of-way shall expire on December 20, 1936.
2. Consideration for the right-of-way is assessed at \$53,136.00 and is contributed to the project in order to continue to provide electricity to the Navajo Nation in the vicinity of the Whitehorse Lake Chapter, New Mexico.
3. The Grantee may develop, use and occupy the right-of-way for the purpose(s) of single phase 14.4kV electrical line. The Grantee may not develop, use or occupy the right-of-way for any other purpose, without the prior written approval of the Navajo Nation. The approval of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation. The Grantee may not develop, use or occupy the right-of-way for any unlawful purpose. The rating of the line shall not be increased without the written approval of the Navajo Nation.
4. In all activities conducted by the Grantee within the Navajo Nation, the Grantee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:
  - a. Title 25, Code of Federal Regulations, Part 169, subject to the terms of this right-of-way;
  - b. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
  - c. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq.; and
  - d. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq.. Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
5. The Grantee 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 right-of-way.
6. The Grantee shall clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and shall dispose of all vegetation and other materials cut, uprooted or otherwise accumulated during any surface disturbance activities.

7. The Grantee shall reclaim all surface lands disturbed related to the right-of-way, as outlined in a restoration and revegetation plan, which shall be approved by the Navajo Nation Environmental Protection Agency (NNEPA) prior to any surface disturbance. The Grantee shall comply with all provisions of such restoration and revegetation plan and shall notify the Director of the NNEPA immediately upon completion of the surface disturbance activities so that a site inspection can be made.
8. The Grantee shall at all times during the term of the right-of-way and at the Grantee's sole cost and expense, maintain the land subject to the right-of-way and all improvements located thereon and make all necessary and reasonable repairs.
9. The Grantee shall obtain prior written permission to cross existing rights-of-way, if any, from the appropriate parties.
10. The Grantee shall be responsible for and promptly pay all damages when they are sustained.
11. The Grantee shall indemnify and hold harmless the Navajo Nation and their respective authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of right-of-way by the Grantee.
12. The Grantee shall not assign, convey, transfer or sublet, in any manner whatsoever, the right-of-way or any interest therein, or in or to any of the improvements on the land subject to the right-of-way, without the prior written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
13. The Navajo Nation may terminate the right-of-way for violation of any of the terms and conditions stated herein. In addition, the right-of-way shall be terminable in whole or part by the Navajo Nation for any of the following causes:
  - a. Failure to comply with any term or condition of the grant or of applicable laws or regulations;
  - b. A non-use of the right-of-way for the purpose for which it is granted for a consecutive two (2) year period;
  - c. An Abandonment of the right-of-way;
  - d. The use of the land subject to the right-of-way for any purpose inconsistent with the purpose for which the right-of-way is granted.
14. At the termination of this right-of-way, the Grantee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Grantee shall provide the Navajo Nation, at the Grantee's sole cost and expense, with phase 1 environmental site assessment of the premises at least sixty (60) days prior to delivery of said premises.

15. Holding over by the Grantee after the termination of the right-of-way shall not constitute a renewal or extension thereof or give the Grantee any rights hereunder or into the land subject to the right-of-way or to any improvements located thereon.
16. The Navajo Nation shall have the right, at any reasonable time during the term of the right-of-way, to enter upon the premises, or any part thereof, to inspect the same and any improvements located thereon.
17. By acceptance of the grant of right-of-way, the Grantee consents to the full territorial legislative, executive and judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgments for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by the Grantee within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
18. By acceptance of the grant of right-of-way, the Grantee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full 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 contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the right-of-way or to the Navajo Nation.
19. Any action or proceeding brought by the Grantee against the Navajo Nation in connection with or arising out of the terms and conditions of the right-of-way shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by the Grantee against the Navajo Nation in any court of any state.
20. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.
21. Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
22. 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 the Grantee, and the term "Grantee," whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.
23. There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the right-of-way and all lands burdened by the right-of-way, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the right-of-way; and the right-of-way and all lands burdened by the right-of-way shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction
24. The Navajo Nation reserves the right to grant rights-of-way within the right-of-way referenced herein for utilities, provided that such rights-of-way do not unreasonably interfere with the Grantee's use of the right-of-way.

25. The Grantee shall construct the power line in accordance with "suggested practices for Raptor Protection on Power Lines: State of the Art in 2006."

As a condition of the grant of right-of-way, the grantee agrees to the above referenced terms and conditions.

In witness whereof, the parties hereto have executed the grant of right-of-way this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE NAVAJO NATION**

By: \_\_\_\_\_  
Ben Shelly, President

**CONTINENTAL DIVIDE ELECTRIC  
COOPERATIVE, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, General Manager



**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.: CDEC Renewal of Whitehorse Lake Right-of-Way, #E-NM-94-040

DESCRIPTION: The Continental Divide Electric Cooperative, Inc. proposes the renewal of existing 14.4/24.9kV electrical distribution line ROW's crossing Navajo Fee Land. The ROW is 8,039 ft. in length and 20 ft. wide or 3.69± acres.

LOCATION: Sections in Townships 18-19 North, Ranges 8-9 West, NMPM, McKinley County, New Mexico

REPRESENTATIVE: Howard Draper, Project Review, Navajo Land Department

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: NA

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 1 & 3. Raptor Sensitive Area (RSA) onsite.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: Na

CONDITIONS OF COMPLIANCE\*: [1] The CDEC shall retrofit existing facilities for raptor safety as upgrades occur in Sections 13, 14, 23, 24, 26, & 35, T18N, R09W, Sections 11-14, T19N, R09W, and Sections 8, 16-18, 20, 21, 28, 29, T19N, R08W per Raptor Electrocution Prevention Regulations (REPR).

FORM PREPARED BY / DATE: Pamela A. Kyselka/24 FEB 2015

COPIES TO: (add categories as necessary)

☒ BIA ☐ \_\_\_\_\_

2 NTC § 164 Recommendation:

Signature

Date

☐ Approval

☒ Conditional Approval (with memo)

☐ Disapproval (with memo)

☐ Categorical Exclusion (with request letter)

☐ None (with memo)

 2/26/15  
 Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife

\*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.

Representative's signature

Date



**PRESIDENT  
BEN SHELLY  
VICE PRESIDENT  
REX LEE JIM**

NAVAJO FISH AND WILDLIFE P.O. BOX 1480 WINDOW ROCK, AZ 86515

24 February 2015

EOR003164

Debbie Olivar, Technical Engineer/ROW  
Continental Divide Electric Cooperative, Inc.  
Post Office Box 1087  
Grants, New Mexico 87020

Dear Ms. Olivar,

The Navajo Nation Department of Fish and Wildlife (NNDFW) reviewed Executive Official Review No. 003164 for Continental Divide Electric Cooperative, Inc.'s (CDEC) proposal to renew Whitehorse Lake Right-of-Way number #E-NM-94-040 located in the Whitehorse Lake Chapter, McKinley County, New Mexico. The proposed ROW renewal is approved with the following condition:

[1] The CDEC shall retrofit existing facilities for raptor safety as upgrades occur in Sections 13, 14, 23, 24, 26, & 35, T18N, R09W, Sections 11-14, T19N, R09W, and Sections 8, 16-18, 20, 21, 28, 29, T19N, R08W per Raptor Electrocutation Prevention Regulations (REPR).

Please contact me at 928-871-7065 with any questions that you have concerning the review of this project.

Sincerely,

Pamela A. Kyselka, Wildlife Biologist  
Navajo Natural Heritage Program

CONCURRENCE

Gloria Tom, Director  
Department of Fish and Wildlife

2/26/15

Date

Document No. 003164Date Issued: 12/04/2014**EXECUTIVE OFFICIAL REVIEW**Title of Document: CDEC.RoW renewalfeeland @  
WhitehorseLakeContact Name: DRAPER, HOWARDProgram/Division: DIVISION OF NATURAL RESOURCESEmail: howarddraper@frontiernet.netPhone Number: 928 871-6447MAR 23 2015  
OF  
RESOURCES☐ **Business Site Lease**

Sufficient    Insufficient

- |   |       |             |                          |                          |
|---|-------|-------------|--------------------------|--------------------------|
| 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"/> |

☐ **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"/> |

☐ **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"/> |

☐ **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"/> |

☐ **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"/> |

☐ **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"/> |

☐ **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"/> |

☐ **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"/> |

JAN 05 2015

Pursuant to 2 N.N.C. § 164 and Executive Order Number 07-2013

☐ **Land Withdrawal or Relinquishment for Commercial Purposes**

Sufficient      Insufficient

1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

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

1. NLD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. F&W \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. HPD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
4. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. NNEPA \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
6. DNR \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
7. DOJ \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

☐ **Rights of Way**

1. NLD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. F&W \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. HPD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
4. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. NNEPA \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
6. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
7. OPVP \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

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

1. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. OPVP \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. NLD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

☐ **Assignment of Mineral Lease**

1. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. DNR \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. DOJ \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

☒ **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: *20 Feb 15* ☒ ☐  
2. F&W \_\_\_\_\_ Date: *2/26/15* ☒ ☐  
3. HPD \_\_\_\_\_ Date: *3/4/15* ☒ ☐  
4. Minerals \_\_\_\_\_ Date: *3/20/15* ☒ ☐  
5. NNEPA \_\_\_\_\_ Date: *3-10-2015* ☒ ☐  
6. DNR \_\_\_\_\_ Date: *3/27/15* ☒ ☐  
7. DOJ *→ (ic)* \_\_\_\_\_ Date: *4/15/15* ☒ ☐  
8. OPVP \_\_\_\_\_ Date: *4/17/2015* ☒ ☐

☐ **OTHER:**

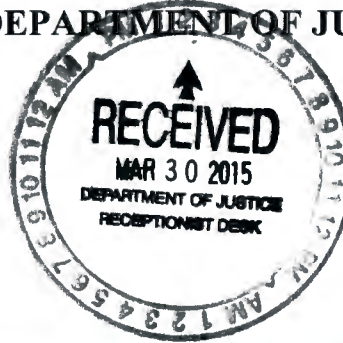
1. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
4. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐





# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



DOJ	
3/30/15 @ 2:01pm	DATE / TIME
<input type="checkbox"/> 7 Day Deadline	
DOC #: 003164	
SAS #:	
UNIT: NRW	

☐ RESUBMITTAL

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

### CLIENT TO COMPLETE

DATE OF REQUEST:	10/24/2014	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	VERA	DEPARTMENT:	LAND
PHONE NUMBER:	6447 OR 6490	E-MAIL:	Click here to enter text.
TITLE OF DOCUMENT: CONTINENTAL DIVIDE ELECTRIC TO RENEW RIGHT OF WAY 14.4/24.9 KV ELECTRICAL LINE ON NAVAJO TRIBAL "FEE" LANDS IN THE WHITEHORSE LAKE AREA.			

### DOJ SECRETARY TO COMPLETE

DATE RECEIVED: 3-30-15 2:30pm	REVIEWING ATTORNEY/ADVOCATE: Irvin Chue 4-8-15
DATE TIME OF UNIT: <small>DEPARTMENT OF JUSTICE NATURAL RESOURCES UNIT</small>	

### DOJ ATTORNEY / ADVOCATE COMMENTS

Document is legally sufficient (for Fee land).

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Tim O'Hea	4/8/15	Becker	4/15/15 noon
DOJ Secretary Called: Joan for Document Pick Up on 4-15-15 at 225 By: RG			

PICKED UP BY: (Print)	DATE / TIME:
-----------------------	--------------

NNDOJ/DRRF-July 2013

COMPLETED

RECEIVED  
JAN 4 5 2  
NAVAJO FISH AND WILDLIFE



**ENVIRONMENTAL PROTECTION AGENCY**

OFFICE OF EXECUTIVE DIRECTOR/ADMINISTRATION

OFFICE OF ENVIRONMENTAL REVIEW

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**M E M O R A N D U M**

**TO:** Howard Draper, Program & Project Specialist  
Project Review Office  
Navajo Land Department  
Division of Natural Resources

**FROM:**

A handwritten signature in black ink, appearing to read "Rita Whitehorse-Larsen", is written over a horizontal line.

Rita Whitehorse-Larsen, Senior Environmental Specialist  
Office of Executive Director/Administration  
Office of Environmental Review  
NNEPA

**DATE:** March 10, 2015

**SUBJECT:** 164 EOR 003164 Continental Divide Electric Cooperative Inc. ROW Fee  
Land Whitehorse Lake

The Continental Divide Electric Cooperative, Inc., PO Box 1087, Grants, New Mexico, 87020, submitted a right-of-way (ROW) renewal application for existing 14.4 KV electrical distribution line on, over and across fee lands in Whitehorse Lake vicinity, McKinley County, New Mexico. The existing ROW is 8.039 feet long, 20 feet wide consisting of 3.69 acres, more or less.

The Navajo Nation Environmental Protection Agency (NNEPA) reviewed<sup>1</sup> and recommends **approval** for the proposed action.

If there are any questions you may contact Rita Whitehorse-Larsen at 928/871-7188. Thank you.

**Cc:** Continental Divide Electric Cooperative, Inc., PO Box 1087, Grants, New Mexico, 87020  
NNEPA Administration chrono file

1FONSI EA-94-097 Whitehorse Lake Powerline Extension Eastern Agency McKinley County, New Mexico.  
September 1994.

164 EOR 003164 CDEC ROW Fee Land Whitehorse Lake lease renewal

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