

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
of the 25th NAVAJO NATION COUNCIL -- Second Year, 2024

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT, WAIVING THE
TELECOMMUNICATION TOWER SITE LEASE CONSIDERATION FOR NAVAJO TRIBAL
UTILITY AUTHORITY'S LOW MOUNTAIN SOUTH AND JEDEEZAH TOWER SITE
LEASES APPLICATIONS

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS

- A. The Resources Committee (now the Resources and Development Committee), through Resolution RCAP-25-07, delegated the authority to approve telecommunication projects to the Navajo Nation Land Department, Director (now the Department Manager). RCAP-25-07 is attached as Exhibit 1.
- B. Pursuant to 21 N.N.C. § 5 (A) (1), the purposes of the Navajo Tribal Utility Authority (NTUA) are:
To operate, maintain, and promote existing utility systems furnishing electric, gas, water, sewer utility services, generation, and telecommunications and information services (as such services are defined in the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. § 151 et seq.) for the benefit of residents of the Navajo Nation, including the establishment, ownership, operation and maintenance of electric generating, telecommunications and information services on or off the Navajo Reservation.

- C. The annual consideration, or fee, for a telecommunication tower lease is \$12,000 per year. RCAP-25-07 Paragraph 2, Exhibit A-1, Exhibit A-1-A. RCAP-25-07 is attached as Exhibit 1.
- D. NTUA is applying for the Low Mountain South and Jedeezah tower site leases, both within the Low Mountain Chapter community.
- E. The community of Low Mountain does not have broadband access and has poor cellular communication access. This underserved community has a low population density and a limited number of potential customers. NTUA has determined that there are not enough customers to sustain the operating costs, including the \$12,000 fee, to support ongoing operation of the telecommunication service. Therefore, NTUA will have to pass along all costs associated with the \$12,000 fee to the customer.
- F. A request has been made to waive or greatly reduce the \$12,000 assessment for the Low Mountain South and Jedeezah tower site leases.

SECTION THREE. APPROVALS

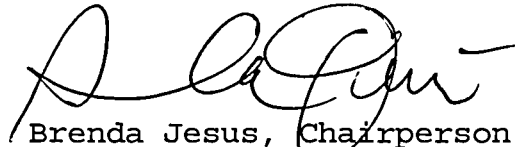
- A. The Resources and Development Committee of the Navajo Nation Council hereby approves waiver of the \$12,000 tower site lease fees for the Navajo Tribal Utility Authority Low Mountain South and Jedeezah tower site lease applications.

SECTION FOUR. NAVAJO TRIBAL UTILITY AUTHORITY MUST COMPLETE THE NAVAJO NATION'S TELECOMMUNICATION REGULATIONS PROCESS

- A. The Navajo Nation conditions the waiver of the Low Mountain South and Jedeezah tower site lease payments on Navajo Tribal Utility Authority's completion of the Navajo Nation's telecommunication application process and compliance with all applicable laws, regulations, and policies and addressing the comments of Executive Official Reviewers.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 25th Navajo Nation Council at a duly called meeting at Greasewood Springs Chapter, (Navajo Nation) Arizona, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, on this 3rd day of April 2024.

A handwritten signature in black ink, appearing to read 'Brenda Jesus', written in a cursive style.

Brenda Jesus, Chairperson
Resources and Development Committee
Of the 25th Navajo Nation Council

Motion: Honorable Otto Tso

Second: Honorable Rickie Nez

**RESOLUTION OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL**

21st NAVAJO NATION COUNCIL - First Year, 2007

AN ACTION

RELATING TO RESOURCES; RESCINDING RCO-144-05 CONCERNING THE
CONDITIONAL GRANTING OF CERTAIN RIGHTS-OF-WAY TO SMITH
BAGLEY, INC. D.B.A. CELLULARONE; AMENDING CERTAIN EXHIBITS
OF RCJY-98-06 (APPROVING THE DELEGATION OF AUTHORITY TO THE
DIRECTOR OF THE NAVAJO LAND DEPARTMENT TO APPROVE LEASES,
PERMITS AND RIGHTS-OF-WAY TELECOMMUNICATION PROJECTS UPON
NAVAJO NATION LAND)

BE IT ENACTED:

1. The Navajo Nation hereby rescinds Resources
Committee Resolution RCO-144-05; "RELATING TO RESOURCES;
CONDITIONALLY CONSENTING TO 47 TELECOMMUNICATION RIGHTS-OF-
WAY FOR SMITH BAGLEY, INC. D.B.A CELLULARONE; AUTHORIZING
THE NAVAJO LAND DEPARTMENT TO PROCESS THE RIGHT-OF-WAY
APPLICATIONS FOR THESE SITES", attached as Exhibit "A".

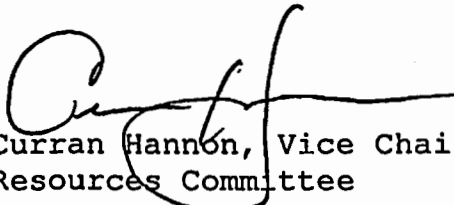
2. The Navajo Nation hereby amends Resources
Committee Resolution RCJY-98-06; "APPROVING THE DELEGATION
OF AUTHORITY TO THE DIRECTOR OF THE NAVAJO LAND DEPARTMENT
TO APPROVE LEASES, PERMITS AND RIGHTS-OF-WAY FOR
TELECOMMUNICATION PROJECTS UPON NAVAJO NATION LAND",
attached as Exhibit "A-1", to include the new Exhibit "A-1"
"Navajo Nation Right-of-Way Terms and Conditions", as found
in Exhibit "A-1-A", attached and made a part hereto.

3. The Resources Committee of the Navajo Nation
Council hereby directs the Navajo Land Department, in
accordance with RCJY-98-06, to process the necessary right-
of-way authorizations for the telecommunications projects
as identified in Exhibit "B", and by other applications
that are submitted by other licensed wireless companies.

CERTIFICATION

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 6 in favor, 0 opposed and 0 abstained, this 30th day of April, 2007.



Curran Hannon, Vice Chairperson
Resources Committee

Motion: Cecil F. Eriacho
Second: Norman John, II

**RESOLUTION OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL**

20th NAVAJO NATION COUNCIL – Third Year, 2005

AN ACTION

**RELATING TO RESOURCES; CONDITIONALLY CONSENTING TO 47
TELECOMMUNICATION RIGHTS-OF-WAY FOR SMITH BAGLEY, INC. D.B.A.
CELLULARONE; AUTHORIZING THE NAVAJO LAND DEPARTMENT TO
PROCESS THE RIGHT-OF-WAY APPLICATIONS FOR THESE SITES**

BE IT ENACTED:

1. The Navajo Nation conditionally consents to 47 telecommunication rights-of-way for Smith Bagley, Inc., d.b.a. CellularOne (hereinafter "CellularOne") to construct, operate and maintain telecommunication towers on those rights-of-way. The locations are set forth in Exhibit "A", with the replacement of projects from Planning Phase 2 to Planning Phase 1 contingent upon availability of all documents and consent forms.

2. The Navajo Nation conditions its consent of these rights-of-way on Navajo Nation Terms and Conditions for Rights-of-Way (hereinafter "Terms") being fully and strictly complied with. The Terms are attached hereto as Exhibit "B". This conditional consent shall not authorize construction unless and until all of the legal requirements for obtaining rights-of-way have been complied with.

3. The Navajo Nation conditions its consent on CellularOne submitting applications within 120 days of approval of this legislation, for all co-location sites where CellularOne constructed on other companies' sites without authorization of the Resources Committee.

4. The Navajo Nation conditions its consent on CellularOne, within 120 days of approval of this legislation, providing to the Department Director of the Navajo Land Department a list of all companies it allowed to co-locate on CellularOne's sites on the Navajo Nation; advising such companies that they must obtain approval of the Resources Committee for the co-location sites; and taking all actions necessary and proper to prohibit other companies from using its sites and facilities unless and until such companies obtain rights-of-way in accordance with Navajo Nation and federal law. If no companies have been allowed to co-locate on CellularOne sites, then CellularOne shall provide a notarized statement to that effect to the Department Director of the Navajo Land Department.

5. The Navajo Nation directs the Department Director of the Navajo Land Department to receive and review all requisite documents from CellularOne, as well as submit such documents for Administrative Review by the Historic Preservation Department, Fish and Wildlife Department, Minerals Department, Navajo Environmental Protection Agency, and the Department of Justice.

6. The Navajo Nation directs the Department Director of the Navajo Land Department to submit each right-of-way application to the Secretary of the Interior after he has determined the rights-of-way application packets are complete and all applicable laws, regulations, policies have been complied with and comments of the reviewers have been addressed.

7. The Navajo Nation can terminate its consent if CellularOne fails to abide by this legislation and/or the Terms contained in Exhibit "B".

CERTIFICATION

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 6 in favor, 1 opposed and 0 abstained, this 27th day of October, 2005.

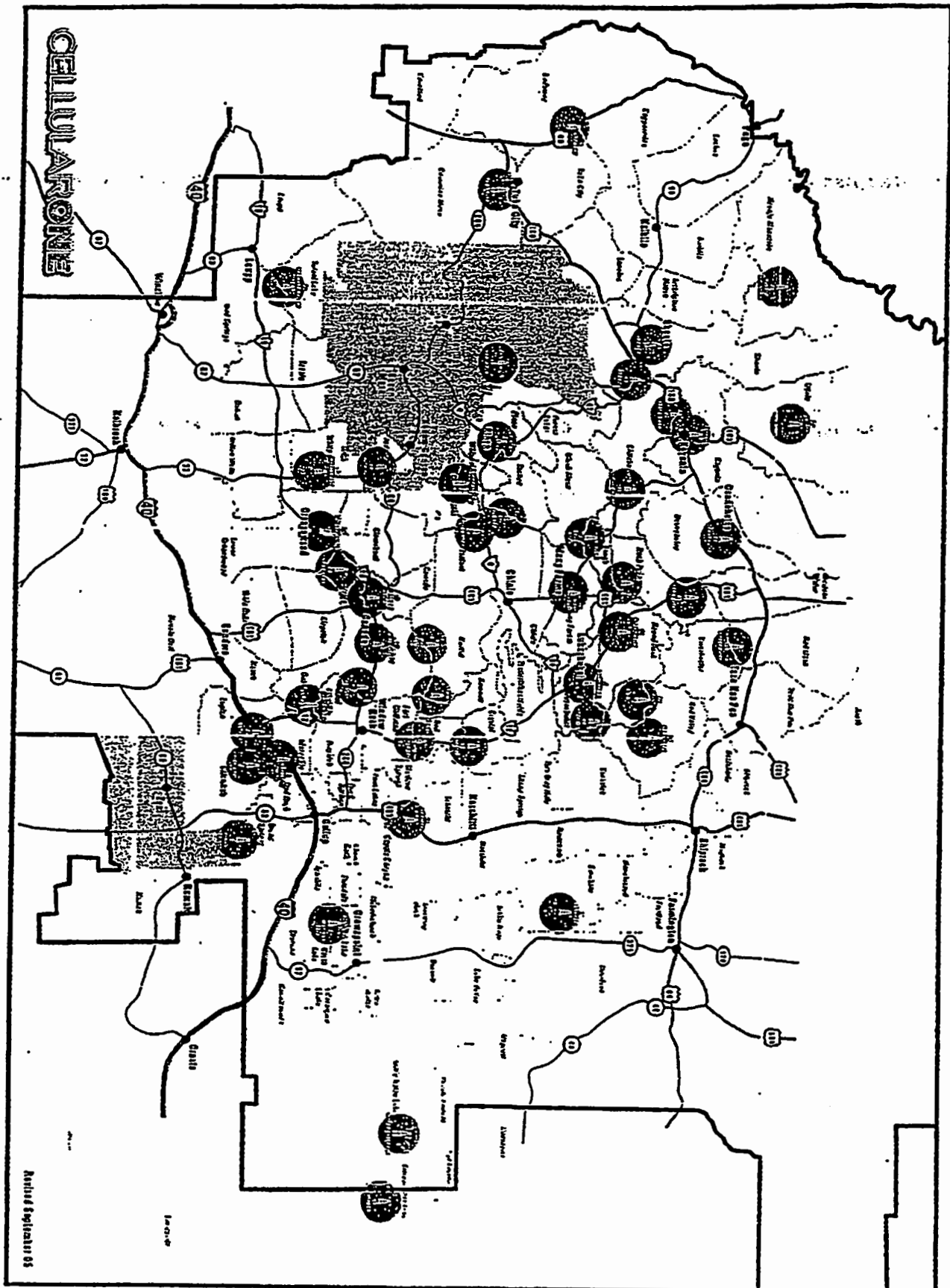

LaVern Wagner, Vice Chairperson
Resources Committee

Motion: Larry Noble
Second: Amos F. Johnson

CellularOne Wireless Facility Buildout Plan for Navajo Lands: 2005-2006-2007

	<i>Chapter located</i>	<i>Planning Phase</i>	<i>Requested ROW Approval Date</i>
1	Bread Springs	1	2005
2	Chi Chil Tah	1	2005
3	Kayenta	1	2005
4	Lukachuki	1	2005
5	Manueto Mesa	1	2005
6	Mariano Lake	1	2005
7	Pinon	1	2005
8	Red Lake	1	2005
10	Round Rock	1	2005
11	Sawmill	1	2005
12	Summit	1	2005
13	Tohatchi	1	2005
14	Yale point	1	2005
16	Lupton	1	2005
17	Blue Gap/Tahchee	2	2006-2007
18	Burnside/Ganado 2	2	2006-2007
19	Chilchibito	2	2006-2007
20	Cornfields	2	2006-2007
21	Cottonwood	2	2006-2007
22	Cove	2	2006-2007
23	Crystal	2	2006-2007
24	Dinnehosto	2	2006-2007
25	Greasewood springs	2	2006-2007
26	Hard Rock	2	2006-2007
27	Jeddito	2	2006-2007
28	Kinlichee	2	2006-2007
29	Low Mountain	2	2006-2007
30	Many Farms	2	2006-2007
31	Navajo Mountain	2	2006-2007
32	Nazalini	2	2006-2007
33	Red Lake-Tolanee lake	2	2006-2007
34	Red Valley	2	2006-2007
35	Rock Point	2	2006-2007
36	Rough Rock	2	2006-2007
37	Shonto	2	2006-2007
38	Sweetwater	2	2006-2007
39	Torreón	2	2006-2007
40	Tuba city	2	2006-2007
41	Whitecone	2	2006-2007
42	Whitehorse Lake	2	2006-2007
43	Whipporwill	2	2006-2007
44	Roof Butte	2	2006-2007
45	Black Mesa	2	2006-2007
46	Peabody	2	2006-2007
47	Burnham	3	2006-2007

Wireless Facility Build-out Plan for Navajo Lands 2005-06



● 2005 Build-out

● 2006-07 Build-out

EXHIBIT "B"

NAVAJO NATION TERMS AND CONDITIONS For Rights-of-Way (ROWs)

SMITH BAGLEY, INC. dba CELLULAR ONE (GRANTEE)

1. The term of the ROW shall expire on December 31, 2011. The Effective Date of the ROW is the date the Navajo Nation consents to grant of the ROW which is also the date the Navajo Nation submits the ROW application to the Department of the Interior (DOI) for approval.

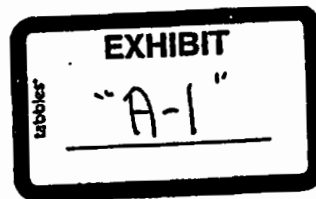
The Grantee shall have the option to renew the ROW for another five (5) years. If the option is exercised, it shall provide ninety (90) days advance notice to the Navajo Nation and the DOI.

2. Consideration for ROW is assessed at Twenty-Four Thousand Dollars (\$24,000.00) per year per ROW if the application is processed prior to November 30, 2005. In case the individual ROW application is processed after November 30, 2005, the first year annual payment will be adjusted by using the CPI for November 2005 as the base.
3. The first year consideration payment is due within ten (10) days after the Effective Date. The subsequent annual payments are due on or before each anniversary of the Effective Date. The Grantee shall provide copies of all payments to the BIA for accounting purposes.
4. Subsequent annual payments beginning with the second annual payment shall be adjusted based upon the increase in the Consumer Price Index (CPI), U.S. City Average for All Urban Consumers. The CPI for November 2005 shall be used as the base for all of the adjustments. It is the responsibility of Cellular One to compute the adjustments and make the adjusted payments to the Navajo Nation in a timely manner.
5. If the option to renew the ROW is exercised, the payment for the first year option term shall be the adjusted amount of the annual payment at the time the payment is due pursuant to Section 3 and the subsequent annual payments for the option term are also subject to annual adjustments pursuant to Section 4.
6. The Grantee may develop, use and occupy the ROWs for the purpose(s) of constructing, operating and maintaining telecommunication towers for providing cellular service. The Grantee may not develop, use or occupy the ROW for any other purpose without the prior written approval of the Navajo Nation and the Secretary of Interior. 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 ROW for any unlawful purpose.

7. 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 Federal Regulations, Part 169;
 - 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 Department of Water Resources, or its successor.
8. 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 ROW.
9. The Grantee shall clear and keep clear the lands within the ROWs to the extent compatible with the purpose of the ROW, and shall dispose of all vegetation and other materials cut, uprooted or otherwise accumulated during any surface disturbance activities.
10. The Grantee shall reclaim all surface lands disturbed related to the ROWs, as outlined in a restoration and re-vegetation plan, which shall be approved by NNEPA prior to any surface disturbance. The Grantee shall comply with all provisions of such restoration and re-vegetation 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.
11. The Grantee shall at all times during the term of the ROWs and at the Grantee's sole cost and expense, maintain the land subject to the ROW and all improvements located thereon and make all necessary and reasonable repairs.
12. The Grantee shall obtain prior written permission to cross existing ROW, if any, from the appropriate parties.
13. The Grantee shall be responsible for and promptly pay all damages attributable to the development, occupancy or use of the ROWs by the Grantee.

14. The Grantee shall indemnify and hold harmless the Navajo Nation and the Secretary of the Interior and their respective authorized agents, employees, land users and occupants against any liability for loss of life, personal injury and property damages arising from the development, occupancy or use of ROWs by the Grantee.
15. The Grantee shall not assign, convey, transfer or sublet (including co-location) in any manner whatsoever, the ROW or any interest therein, or in or to any of the improvements on the land subject to the ROWs, 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, grant upon conditions or withheld in the sole discretion of the Navajo Nation.
16. The Navajo Nation may terminate the ROW for violation of any of the terms and conditions stated herein. In addition, the ROW shall be terminable in whole or part by the Navajo Nation for any of the following causes:
 - a. Failure to comply with any terms and conditions of the grant or of applicable laws or regulations;
 - b. A non-use of the ROW for the purpose for which it is granted for a consecutive two year period; and
 - c. The use of the land subject to the ROW for any purpose inconsistent with the purpose for which the ROW is granted.
16. At the termination of this ROW, the Grantee shall peaceably and without legal process deliver up the possession of the premises, in good condition. The Grantee shall have the option to remove the facilities and reclaim the land within ninety (90) days after the termination of the ROW. Upon the written request of the Navajo Nation, the Grantee shall provide the Navajo Nation, at the Grantee's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises. All reclamation or abandonment shall be performed in accordance with the rules, regulations and guidelines of the NNEPA and applicable federal laws and regulations.
17. Holding over by the Grantee after the termination of the ROWs shall not constitute a renewal or extension thereof or give the Grantee any rights hereunder or in to the land subject to the ROWs or to any improvements located thereon.
18. The Navajo Nation and the Secretary shall have the right, at any reasonable time during the term of the ROWs, to enter upon the premises, or any part thereof, to inspect the same and any improvements located therein.
19. By acceptance of the grant of ROWs, the Grantee consents to the full territorial legislative, executive and judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction of the Navajo Nation 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.

20. By acceptance of the grant of ROWs, 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 policy 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 ROWs or to the Navajo Nation.
21. Any dispute arising out of the consent of the Navajo Nation (approving Resources Committee resolutions/enactment) or of the terms and conditions of the ROWs shall be resolved administratively under the laws 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.
22. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.
23. 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.
24. 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.
25. There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the ROW and all lands burdened by the ROWs, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the ROWs; and all lands burdened by the ROWs shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.



RCJY-98-06

RESOLUTION OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

20th NAVAJO NATION COUNCIL - Fourth Year, 2006

AN ACTION

RELATING TO RESOURCES; APPROVING THE DELEGATION OF
AUTHORITY TO THE DIRECTOR OF THE NAVAJO LAND DEPARTMENT TO
APPROVE LEASES, PERMITS AND RIGHTS-OF-WAY FOR
TELECOMMUNICATION PROJECTS UPON NAVAJO NATION LAND

BE IT ENACTED:

1. The Navajo Nation hereby hereby finds the following:

- a. Pursuant to 2 N.N.C. § 695 (B), the Resources Committee is authorized to delegate its powers to appropriate executive officials within the Division of Natural Resources provided the Committee first approves rules and regulations governing such delegation;
- b. There are many Navajo families residing in areas that lack utility services; and there is a backlog of requests for utility services pending;
- c. The current system of processing telecommunication utilities involves the complex procurement of Navajo Nation lands involving Federal laws and criteria (i.e. rights-of-way, leases and permits) which is time consuming and has resulted in the loss of companies interested in providing services on Navajo Nation lands;
- d. There is a need to delegate the authority to approve telecommunication applications to the Director of Navajo Land Department to expedite the Section 164 Review process so that Navajo residents can obtain needed telecommunication services in a timely manner;
- e. The Project Review Section was established within the Navajo Land Department under the Division of Natural Resources to monitor, review, analyze,

and expedite all development documents and activities conducted by private, Tribal, State, and Federal Agencies to comply with laws and regulations of the Navajo Nation and federal government. The Project Review Section is responsible for determining whether each proposed resolution or document is properly prepared, require necessary clearances, investigation or other appropriate action as may be deemed necessary and proper, formulate administrative policies pertaining to Project Review, conduct periodic evaluation of the effectiveness and progress of the program, conduct such special programs or projects as may be assigned; and

- f. The Navajo Land Department believes the Rules and Regulations Governing Navajo Nation Telecommunication Projects will be in the best interests of the Navajo Nation.

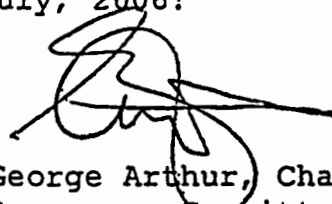
2. The Navajo Nation hereby approves the delegation of authority to the Director of the Navajo Land Department, Division of Natural Resources, to approve telecommunication applications requiring the procurement of land and property rights-of-way as set forth in the Departmental Administrative Rules and Regulations, attached hereto as EXHIBIT "A", and in accordance with the following stipulations:

- a. Telecommunication applications shall be subject to all applicable regulatory laws or statutes for non-real estate matters as set forth in 21 N.N.C. §§ 501-529 and the Navajo Nation Telecommunication Regulatory Commission.
- b. Telecommunication applications shall comply with all applicable Federal and Navajo Nation laws and regulations and Navajo Nation procedures.
- c. The Director of the Navajo Land Department shall ensure that applications for telecommunications are accompanied by proper environmental, biological and cultural resources clearances, and reviewed by appropriate Navajo Nation departments.

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

CERTIFICATION

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 4 in favor, 0 opposed and 0 abstained, this 20th day of July, 2006.



George Arthur, Chairperson
Resources Committee

Motion: Norman John, II
Second: Harry J. Goldtooth

EXHIBIT "A"

DEPARTMENTAL ADMINISTRATIVE RULES AND REGULATIONS FOR THE DELEGATION OF AUTHORITY TO THE DIRECTOR OF THE OFFICE OF THE NAVAJO LAND DEPARTMENT TO APPROVE TELECOMMUNICATION PROJECTS

I. AUTHORITIES

Pursuant to 2 N.N.C. Sections 691, 693, and 695(B) (14), the Resources Committee was established as a standing committee of the Navajo Nation Council to ensure the optimum utilization of all resources of the Navajo Nation and to protect such resources. The Resources Committee serves as the Legislative oversight authority for the Division of Natural Resources to grant rights-of-way, leases, and permits for telecommunications sites.

By Resolution RCJN-105-91, the Project Review Office is a section within the Navajo Land Department under the Division of Natural Resources. This office shall monitor, review, analyze, and expedite all development documents and activities conducted by private, Tribal, State, and Federal Agencies to comply with the laws and regulations of the Navajo Nation. The Project Review Office is further authorized to determine whether necessary field clearances are required; determine whether investigations or other appropriate actions as may be deemed necessary and proper are required; formulate administrative policies pertaining to Project Review; conduct periodic evaluation of the effectiveness and progress of the program; and conduct such special programs or projects as may be assigned.

II. PURPOSE AND SCOPE

The purpose of these RULES is to authorize and empower the Director of the Navajo Land Department of the Division of Natural Resources to approve telecommunication applications as it pertains to formal approval of rights-of-ways (ROW), Leases (surface lease), or Permits consistent with applicable Federal and Navajo Nation Laws.

III. DELEGATION

The Resources Committee hereby delegates to the Director of Navajo Land Department the following powers and authorities:

- a. To give final approval of telecommunication applications as defined as access which is reasonably necessary for the construction, operations, and maintenance of telecommunication sites by any granting permits, or rights-of-way or leases.
- b. To approve on behalf of the Navajo Nation access and telecommunication permits, rights-of-way and leases consistent with these rules and regulations upon terms and conditions approved by the Resources Committee which are attached hereto as Exhibit "A". The

telecommunication site application terms and conditions forms may be revised to incorporate minor changes due to unforeseen circumstances after consultation with the Navajo Nation Department of Justice; provided the applications are essentially the same or similar to Exhibit "A-1".

- c. The Director of the Navajo Land Department shall ensure that applications for telecommunications are accompanied by proper surveys, easements, evaluations, clearances as may be required by Federal and Navajo Nation laws and regulations.
- d. The Director of the Navajo Land Department shall ensure that applications for telecommunications are accompanied by proper environmental and cultural resources clearances, and reviewed by appropriate Navajo Nation Departments.
- e. This delegation of authority shall not be re-delegated to any other tribal official without the consent and approval of the Resources Committee of the Navajo Nation Council.

IV. AUTHORITY, DUTY, AND RESPONSIBILITY

- a. The Director of the Navajo Land Department is authorized to implement and administer this delegation of authority to approve telecommunication applications in accordance with this DEPARTMENTAL ADMINISTRATIVE RULE AND REGULATIONS (Exhibit "A").
- b. Requirements to process telecommunication applications as they pertain to rights-of-way, revocable use permits, revocable joint use permits, or leases, and as provided in 2 N.N.C. Sections 695 (B). Any and all land use transactions are considered and approved in accordance with 2 N.N.C. Section 695 (B) (2) and Resolution No. RCED-289-93 of the Resources Committee of the Navajo Nation Council. The Navajo Land Department shall also comply with applicable provisions of the United States Code and Code of Federal Regulations as implemented by the regulations contained in 25 C.F.R. Parts 162 and 169.
- c. The Director of the Navajo Land Department shall provide the Resources Committee with an annual report on the status of the approved telecommunication applications.

V. REVIEW AND AMENDMENT

- a. The scope and administration of this delegation of authority to the Director of the Navajo Land Department may be amended from time-to-time by the Resources Committee of the Navajo Nation Council.
- b. Pursuant to 2 N.N.C. Sections 695(B) and (B)(13) and other authorities of the Committee, these DEPARTMENTAL ADMINISTRATIVE RULES AND REGULATIONS may be amended and/or rescinded by the Resources Committee of the Navajo Nation Council.

EXHIBIT "A-1A"

NAVAJO NATION RIGHT-OF-WAY TERMS AND CONDITIONS:

Smith Bagley, Inc. dba Cellular One (GRANTEE)

1. The term of the right-of-way shall be for five (5) years, beginning on the date the right-of-way is granted by the Secretary of the Interior.
2.
 - a. Consideration to the Navajo Nation for the grant of the right-of-way shall be twelve thousand dollars (\$12,000.00) per year. The first payment is due within ten (10) days of the date the right-of-way is approved by the Navajo Nation, and subsequent payments shall be due on or before the anniversary date of approval thereafter. Payment shall be paid in full to the Controller of the Navajo Nation, in lawful money of the United States, and a copy of the receipt for such payment provided to the Navajo Nation Minerals Department, or its successor and the Bureau of Indian Affairs, within seven days of payment.
 - b. Co-location is defined as the attachment of a cellular antenna or other telecommunication equipment to a cellular tower or other vertical structure. The Grantee shall pay the Navajo Nation additional compensation of \$2,000.00 per year for each co-location. The first payment is due on the date of approval of each co-location by the Navajo Nation and thereafter in the manner provided for in paragraph 2.a above.
3. The Grantee may develop, use and occupy the right-of-way for the purpose(s) of constructing and operating a cellular tower. 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 and the Secretary of the Interior. The Grantee may allow the attachment of cellular antennas (referred to as co-location) and other telecommunication equipment with the prior 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.
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;
 - 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

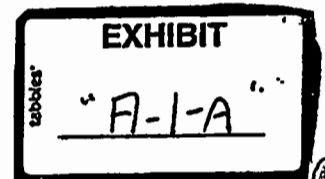


EXHIBIT "A-1A"

NAVAJO NATION RIGHT-OF-WAY TERMS AND CONDITIONS:



Smith Bagley, Inc. dba Cellular One (GRANTEE)

1. The term of the right-of-way shall be for five (5) years, beginning on the date the right-of-way is granted by the Secretary of the Interior.
2.
 - a. Consideration to the Navajo Nation for the grant of the right-of-way shall be twelve thousand dollars (\$12,000.00) per year. The first payment is due within ten (10) days of the date the right-of-way is approved by the Navajo Nation, and subsequent payments shall be due on or before the anniversary date of approval thereafter. Payment shall be paid in full to the Controller of the Navajo Nation, in lawful money of the United States, and a copy of the receipt for such payment provided to the Navajo Nation Minerals Department, or its successor and the Bureau of Indian Affairs, within seven days of payment.
 - b. Co-location is defined as the attachment of a cellular antenna or other telecommunication equipment to a cellular tower or other vertical structure. The Grantee shall pay the Navajo Nation additional compensation of \$2,000.00 per year for each co-location. The first payment is due on the date of approval of each co-location by the Navajo Nation and thereafter in the manner provided for in paragraph 2.a above.
3. The Grantee may develop, use and occupy the right-of-way for the purpose(s) of constructing and operating a cellular tower. 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 and the Secretary of the Interior. The Grantee may allow the attachment of cellular antennas (referred to as co-location) and other telecommunication equipment with the prior 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.
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;
 - 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 archeological 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 by other applications that are submitted by other licensed wireless companies; 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 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 be can 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 the Secretary of the Interior and their respective authorized agents, employees, land users 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 or transfer, 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 and the Secretary of the Interior. 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 terms and conditions 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 year period; and
 - c. 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 an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises. All reclamation or abandonment shall be performed in accordance with the rules, regulations and guidelines of the NNEPA and applicable federal laws and regulations.
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 and the Secretary 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.

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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 dispute arising out of the consent of the Navajo Nation or of the terms and conditions of the right-of-way shall be resolved administratively under the laws of the Navajo Nation, and no 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.
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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.
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RESOURCES AND DEVELOPMENT COMMITTEE
25th NAVAJO NATION COUNCIL

SECOND YEAR 2024

ROLL CALL VOTE TALLY SHEET

LEGISLATION #0061-24: AN ACTION RELATING TO RESOURCES AND DEVELOPMENT, WAIVING THE TELECOMMUNICATION TOWER SITE LEASE CONSIDERATION FOR NAVAJO TRIBAL UTILITY AUTHORITY'S LOW MOUNTAIN SOUTH AND JEDEEZAH TOWER SITE LEASES APPLICATIONS. Sponsor: Honorable Crystalyne Curley Co-Sponsors: Honorable Carl R. Slater and Rickie Nez

Date: April 03, 2024 – Regular Meeting (Ganado, Arizona)
Location: Greasewood Spring Chapter – Greasewood Road (Indian Route 15) and N-157 – Ganado, Arizona 86505

Main Motion:

M: Otto Tso **S:** Rickie Nez **V:** 4-0-1 (CNV)
In Favor: Shawna Ann Claw; Casey Allen Johnson; Rickie Nez, Otto Tso
Opposition: None
Excused: Danny Simpson
Not Voting: Brenda Jesus, *Chairperson*

Tabled Motion:

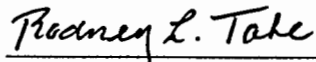
M: Shawna Ann Claw **S:** Otto Tso **V:** 3-0-1 (CNV)
In Favor: Shawna Ann Claw; Rickie Nez, Otto Tso
Opposition: None
Excused: Casey Allen Johnson; Danny Simpson
Not Voting: Brenda Jesus, *Chairperson*

Off Tabled Motion:

M: Casey Allen Johnson **S:** Otto Tso **V:** 4-0-1 (CNV)
In Favor: Shawna Ann Claw; Casey Allen Johnson; Rickie Nez, Otto Tso
Opposition: None
Excused: Danny Simpson
Not Voting: Brenda Jesus, *Chairperson*



Honorable Brenda Jesus, *Chairperson*
Resources and Development Committee



Rodney L. Tahe, *Legislative Advisor*
Office of Legislative Services