LEGISLATIVE SUMMARY SHEET
Tracking No. 0192-21

DATE: September 4, 2021

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A LEASE FOR THE NAVAJO TRIBAL UTILITY AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A MAINTENANCE YARD FOR THE SHIPROCK COMPRESSOR STATION LOCATED IN THE SHIPROCK CHAPTER, NAVAJO NATION (SAN JUAN COUNTY, NEW MEXICO)

PURPOSE: The purpose of this legislation is to approve lease between the Navajo Nation and the Navajo Tribal Utility Authority for the purpose of constructing, maintaining and operating a maintenance yard for the Shiprock Compressor Station.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: Voluntarily
Website Posting Time/Date: Sept. 9, 2021 3:34pm
Posting End Date: September 14, 2021
Eligible for Action: September 15, 2021

PROPOSED STANDING COMMITTEE RESOLUTION

24th NAVAJO NATION COUNCIL -- Third Year, 2021

INTRODUCED BY

(Prime Sponsor)

TRACKING NO. 0192-21

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A LEASE FOR THE NAVAJO TRIBAL UTILITY AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A MAINTENANCE YARD FOR THE SHIPROCK COMPRESSOR STATION LOCATED IN THE SHIPROCK CHAPTER, NAVAJO NATION (SAN JUAN COUNTY, NEW MEXICO)

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS

A. The Navajo Tribal Utility Authority seeks approval of a lease for a maintenance yard for the Shiprock Compressor Station located in Shiprock Chapter vicinity, Navajo Nation (San Juan County, New Mexico). The lease is attached as **Exhibit A**.

B. The lease covers two (2) acres, more or less, as described in **Exhibit B**, a survey map.

C. In a letter dated February 3, 2020, the Navajo Tribal Utility Authority (NTUA) Deputy General Manager requests the 2.0 acres, more or less, for the Shiprock Compressor Station—Materials and Equipment Yard Project. He states that "NTUA will take over the Questar/Southern Trail Pipeline Compressor Station operations and needs a nearby material and equipment yard near the site. This will reduce the cost and time to transport equipment and materials from another area in case of emergency maintenance." A copy of the Grant of Easement for Right-of-Way to Questar Southern Tails, Reference No. UT/AZ/NM-02-01 and the NTUA Deputy General Manager letter are attached as **Exhibit C**.

D. The Shiprock Grazing Committee Member's letter dated September 24, 2019 states that one grazing permittee has been identified "but he has not been in compliance due to no livestock to date to complete a tally count, therefore... signature is no longer necessary for this project. There will be no other permittees affected by the undertaking and to the best of my knowledge there are no land disputes at the location of the project area." The Shiprock Grazing Committee Member's letter is attached as **Exhibit D.**

E. The Biological Resources Compliance Form is attached **Exhibit E** and the Cultural Resources Compliance Form is attached **Exhibit F.**

F. A letter dated June 3, 2019 from a Ecosphere Environmental Services biologist regarding "Species—Specific Surveys at Shiprock Compressor Site is attached as **Exhibit G**.

G. A July 2019 ETD, Inc. Environmental Assessment, Shiprock Compressor Station Materials and Equipment Yard is attached as **Exhibit H**.

H. A memorandum dated March 23, 2021 from the Navajo Minerals Department Principal Petroleum Engineer stating "Please be aware that the Minerals Department has calculated the consideration for the subject lease request from Navajo Tribal Utility Authority (NTUA). The calculations are based on our standard rates for this type of rental property and the annual consideration has been set at $1,442.21 which will be updated annually using Consumer Price Index (CPI) for All Urban Consumers using the January 2021 rates as the basis for each year's update. If NTUA chooses to pay the

consideration for the entire 20-year lease, they would be allowed to pay $28,844.29 upfront." The March 23, 2021 Minerals Department memorandum is attached as **Exhibit I**.

I. 16 N.N.C. § 2334 (F) states that "[t]he Navajo Nation may waive the rent, for ... (ii) leases for use of Navajo Nation trust land by federal, state and local governments, non-profits, public projects and public utilities, where such entities or projects are providing essential governmental or utility services to Navajo people... ."

J. The Resources and Development Committee, pursuant to 2 N.N.C. Section §501 (B)(2), is authorized to set the lease payment for the lease to be approved through this resolution.

K. The Executive Official Review Document Number 015724 which has been reviewed by the Department of Water Resources, Fish and Wildlife, Navajo Nation Minerals Management, Historic Preservation Department, Division of Natural Resources Administration, Navajo Land Department, Navajo Nation Environmental Protection Agency, the Office of the President and Vice-President and a Navajo Nation Environmental Protection Agency memorandum dated September 2, 2021 are attached as **Exhibit J**.

SECTION THREE. APPROVAL

A. The Resources and Development Committee of the Navajo Nation Council hereby approves the lease, attached as **Exhibit A**, to the Navajo Tribal Utility Authority for the purpose of constructing, maintaining and operating a maintenance yard for the Shiprock Compressor Station. The location is more particularly described in legal description and map attached hereto as **Exhibit B.**

B. The Resources and Development Committee of the Navajo Nation Council hereby approves the annual rental rate at _____. This amount is to be inserted in the lease, attached as **Exhibit A**.

C. 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.



LEASE NO. _____

THE NAVAJO NATION
and
NAVAJO TRIBAL UTILITY AUTHORITY

THIS LEASE is made and entered into this ____day of _____, 2021, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the **NAVAJO TRIBAL UTIILTY AUTHORITY** hereinafter called the "Lessee," whose address is Post Office Box 170, Fort Defiance Arizona 86504, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof.

1. DEFINITIONS.

(A) *"Approved Encumbrance"* means an encumbrance approved in writing by Lessor in accordance with the terms and conditions of this Lease.

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

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

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

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

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within the chapter of Shiprock, Navajo Nation (NM), more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 2.00 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, is hereinafter called the "Leased Premises." There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises. GLDD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

3. PURPOSE, UNLAWFUL USES.

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing, maintaining, and operating a maintenance yard consistent with the principal use of the Leased Premises for a maintenance yard.

(B) The Leased Premises shall not be used by Lessee for any purpose other than as provided herein, except with the prior written consent of Lessor. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) Lessee agrees not to use or permit to be used any part of the Leased Premises for any unlawful conduct or purpose.

4. TERM.

The term of this Lease shall be twenty-five (25) years, beginning on the date this Lease is approved by the Nation.

5. RENTAL.

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: **None**. In accordance with the provisions of 16 N.N.C. §2334(F), only nominal rental is provided for herein because this Lease is for maintenance yard purposes.

6. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor or any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

7. IMPROVEMENTS.

(A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease. At its option, Lessor may require Lessee to remove said buildings and other improvements and to restore the Leased Premises to its original state upon termination of this Lease.

(B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.

(C) As used in this section, the term "removable personal property" shall not include property, which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third-party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

(A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

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

(C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

9. CONSTRUCTION BOND

Prior to the commencement of construction of any improvement on the Leased Premises, the Lessee shall require its construction contractor to post construction bonds in amount sufficient to cover such construction as may be approved by Lessor. The Bond shall be written to protect Lessor and Lessee. Copies of the bonds shall be submitted to Lessor upon written request.

10. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf.

11. UTILITY SERVICE LINE AGREEMENTS.

(A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:

(1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;

(2) such agreements authorize utility service lines only within the Leased Premises;

(3) such agreements do not extend beyond the term of this Lease;

(4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor within thirty (30) days of their execution; and

(5) such agreements make Lessee and its Sublessee solely responsible for any charges; and

(6) such agreements are otherwise in accordance with the provisions of25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.

(B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise to affect the rights-of-way reserved to Lessor in section 2 of this Lease.

12. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

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

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless Lessor and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any

lien therefor, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.

(C) Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.

(D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

13. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor. If the sublease or assignment is for the purposes stated in section 3 of this lease, the approval of Lessor will not be unreasonably withheld. GLDD will submit one copy of each Sublease to BIA for recording pursuant to 16 N.N.C. §2322(B).

14. QUIET ENJOYMENT.

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

15. ENCUMBRANCE.

(A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor, and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial statements or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount, purpose and terms of said encumbrance.

(B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor notice of the same character and

duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

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

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

16. DEFAULT.

(A) Time is declared to be of the essence in this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Lessor, said violation may be acted upon by the Nation in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successors thereto.

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

(1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or

(2) Re-enter the premises if the lessee has abandoned the premises or has failed to conduct business for an extended period of time without notice, and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations

of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or

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

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

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

17. SANITATION.

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

34. 18. HAZARDOUS AND REGULATED SUBSTANCES.

(A) Lessee shall not cause or permit any Hazardous or Regulated Substance to be used, stored, generated or disposed of on or in the Leased Premises without first notifying Lessor and obtaining Lessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Leased Premises, with or without Lessor's consent, or if the premises become contaminated in any manner , Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Leased Premises), as well as attorneys' fees, consultant and expert fees arising during

or after the Lease term and arising as a result of such contamination regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Lessee causes or permits any Hazardous or Regulated Substance on the Leased Premises and the presence of such results in any contamination of the Leased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

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

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

and,

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

or their respective institutional successors.

19. PUBLIC LIABILITY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of at least $1,000,000 for personal injury to one (1) person and $2,000,000 per occurrence, and $500,000 for damage to property. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of New Mexico and shall be written to protect Lessee and Lessor and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this section be increased no more than every five (5) years from the beginning date of this Lease and only upon the Lessor's determination that such increase reasonably is necessary for the protection of Lessor.

(C) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

20. NON-LIABILITY.

Except for liability arising from the Lessor's negligence or misconduct, Lessor nor their officers, agents, or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises by Lessee, or by any defect in any structure existing or erected thereon, or arising from accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.

21. PROPERTY DAMAGE, FIRE AND CASUALTY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of New Mexico, and shall be written to protect Lessee and Lessor and an Encumbrancer, if any, and shall provide for notification to Lessor, and any Encumbrancer prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Subject to the provisions of subsections (C) and (D) of this section, in the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall promptly replace or repair the destroyed or damaged improvement to a condition as good or better than before the destruction or damage occurred.

(C) In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (30) days of the said event of damage. Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof and all proceeds of fire and damage insurance shall be paid to Lessor. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease.

(D) In the event of destruction of or damage to any improvement on the Leased Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to perform and comply with Lessee's replacement and repair obligations set forth in subsections (B) and (C) of this section. If such amount paid to Encumbrancer is sufficient to repair the destroyed or damaged improvements with respect to which it was paid, or, if within three (3) months after such payment by the insurer to Encumbrancer, Lessor or Lessee shall deposit with Encumbrancer sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrancer shall pay such the costs of such replacement or repair, and such payment shall not be deemed a payment or credit on the Approved Encumbrance. Otherwise, at the expiration of such three (3) months said sum so paid by the insurer to Encumbrancer shall be applied and credited on the Approved Encumbrance.

(E) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

22. INSPECTION.

The Lessor and its authorized representatives shall have the right, upon reasonable notice to Lessee, to enter upon the Leased Premises, or any part thereof, to inspect the same and all improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the Leased Premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection. If testing for environmental contamination reveals environmental contamination in violation of applicable law, Lessee shall pay the costs of such testing provided such contamination arose due to Lessee's acts or omissions. Nothing in this section shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

23. INDEMNIFICATION.

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

24. MINERALS.

All minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the Leased Premises and search for

and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

25. EMINENT DOMAIN.

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

26. DELIVERY OF PREMISES.

At the termination of this Lease, Lessee shall peaceably and without legal process deliver up the possession of the Leased Premises in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, Lessee shall provide to the Navajo Nation, at Lessee's sole cost and expense, an environmental audit assessment of the Leased Premises at least sixty (60) days prior to delivery of said premises.

27. HOLDING OVER.

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

28. ATTORNEY'S FEES.

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease or in pursuing an action against Lessee or any Sublessee for breach, default or liability arising under this Lease.

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

Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all applicable laws, regulations and ordinances of the United States now in force and effect or as may be hereafter in force and effect including, but not limited to the Navajo Education Policies, 10 N.N.C. §§ 101 *et seq.*, Navajo Preference in Employment Act, 15 N.N.C. §§ 601 *et seq.* (NPEA) and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.* (NNBOA).

30. GOVERNING LAW AND CHOICE OF FORUM.

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

this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation, and no such action or proceeding shall be brought by Lessee against the Nation in any court or administrative body of any State.

31. RESERVATION OF LESSEE'S RIGHTS TO ADMINISTRATIVE AND JUDICIAL REVIEW.

Nothing in this agreement shall be construed as divesting the Lessee of any right to an administrative appeal or judicial review of an administrative decision regarding this lease under 25 C.F.R. Part 2; 43 C.F.R. Part 4, Subpart D; 5 U.S.C. §704; or any other applicable regulation or statute.

32. DISPUTE RESOLUTION.

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

33. CONSENT TO JURISDICTION.

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

34. COVENANT NOT TO CONTEST JURISDICTION.

Lessee hereby 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 police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

35. NO WAIVER OF SOVEREIGN IMMUNITY.

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

36. INTEREST OF MEMBER OF CONGRESS.

No member of or delegate to Congress or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise here from, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

37. OBLIGATIONS TO THE UNITED STATES.

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

38. NOTICES AND DEMANDS.

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

To or upon Lessor:

President, The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: (928) 871-7005

To or upon Lessee:

Navajo Tribal Utility Authority
Natural Gas Department
Post Office Box 170
Fort Defiance, Arizona 86504

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

(C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

39. SUCCESSORS AND ASSIGNS.

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

in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

40. RESERVATION OF JURISDICTION.

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

41. EFFECTIVE DATE; VALIDITY.

This Lease shall take effect on the date it is approved by the Navajo Nation. This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party until it is approved by the Navajo Nation.

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

THE NAVAJO NATION, LESSOR

By: _____
Jonathan Nez, President

NAVAJO TRIBAL UTILITY AUTHORITY, LESSEE

By: _____
Rex Kontz, Deputy General Manager

EXHIBIT B

NAVAJO TRIBAL UTILITY AUTHORITY
SHIPROCK COMPRESSOR STATION TRACT

LOCATED IN SOUTHEAST QUARTER (SE/4) OF SECTION 11 & THE NORTHEAST QUARTER (NE/4) OF SECTION 14, TOWNSHIP 29 NORTH, RANGE 18 WEST, NEW MEXICO PRINCIPAL MERIDIAN, IN THE VICINITY OF SHIPROCK, SAN JUAN COUNTY, NEW MEXICO

SCALE: 1"=200'

0' 100' 200' 400'

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST QUARTER (SE/4) OF SECTION 11 & THE NORTHEAST QUARTER (NE/4) OF SECTION 14, TOWNSHIP 29 NORTH, RANGE 18 WEST, NEW MEXICO PRINCIPAL MERIDIAN, IN THE VICINITY OF SHIPROCK, SAN JUAN COUNTY, STATE OF NEW MEXICO AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING, Being at an existing chain link fence corner post, Lat: 36°44'01.3497" N, Long: 108°42'26.0592" W, located in the NE/4 of Section 14, T29N, R18W, NMPM, Navajo Tribal Trust Lands from which point a B.L.M.C.S. Brass Cap Found for the section corner of said Section 11, 12, 13, 14, Bears N 85°35'45" E a distance of 1,903.25 feet;

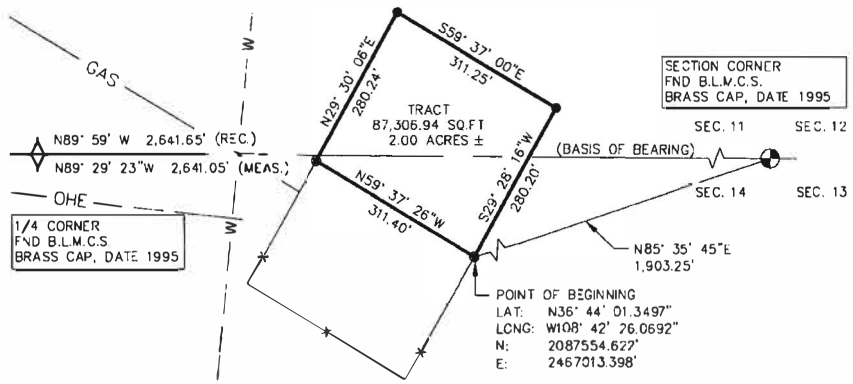
THENCE N 59°37'26" W a distance of 311.40 feet to an existing chain link fence corner post;

THENCE N 29°30'06" E a distance of 280.24 feet to a set 5/8" REBAR (set) with yellow cap marked "NTUA";

THENCE S 59°37'00" E a distance of 311.25 feet to a set 5/8" REBAR (set) with yellow cap marked "NTUA";

THENCE S 29°28'16" W a distance of 280.20 feet to an existing chain link fence corner post, Being the Point of Beginning;

Being 2.00 acres more or less, in area and being subject to any and all existing easements for underground utilities located therein.



LEGEND

◒	SECTION CORNER
◇	QUARTER CORNER
●	5/8" REBAR (SET) MARKED "NTUA" CAP W/ BRASS TAG #14831
◉	CHAIN UNK FENCE CORNER POST W/ BRASS TAG #14831
——— — ———	SECTION LINE
——— x ———	QUESTAR BOUNDARY
▬▬▬	COMPRESSOR STATON TRACT
——— W ———	NTUA WATER LINE
——— OHE ———	NTUA POWER LINE
—— GAS ——— GAS ——	QUESTAR GAS MAIN
FND	FOUND
(MEAS.)	MEASURED DATA
(REC.)	RECORDED DATA (BLM)

NOTES

1. BASIS OF BEARING – BEARING SHOWN HEREON ARE BASED ON THE NEW MEXICO COORDINATE SYSTEM, WEST ZONE (3003), NAD 83 DATUM.
2. ALL BEARINGS ARE GRID BEARINGS, AND DISTANCES ARE GRID DISTANCES (SURVEY FEET). GRID TO GROUND SCALE FACTOR = 0.99999213

REFERENCE DOCUMENTS

(RI) TOWNSHIP PLAT AND FIELD NOTES FOR TOWNSHIP 29 NORTH, RANGE 18 WEST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO, OFFICIAL FILES OF THE BUREAU OF LAND MANAGEMENT

APPLICANT'S CERTIFICATION

I, WALTER W. HAASE, P.E., DO HEREBY CERTIFY THAT I AM THE GENERAL MANAGER OF THE NAVAJO TRIBAL UTILITY AUTHORITY, THE NAVAJO NATION, HEREINAFTER DESIGNATED AS THE "GRANTEE"; THAT JOHN A. VUKONICH, NM PLS NO. 14831, WHO SUBSCRIBED THE FORGOING CERTIFICATE, IS EMPLOYED BY THE "GRANTEE"; THAT HE WAS DIRECTED BY THE "APPLICANT" TO MAP THE LOCATION OF THE BOUNDARY ON AND ACROSS THE NAVAJO NATION, SAN JUAN COUNTY, NEW MEXICO; THAT THE SURVEY ACCURATELY REPRESENTS THE LOCATION OF THE BOUNDARY; THAT SUCH SURVEY AS REPRESENTED ON THIS MAP HAS BEEN ADOPTED BY THE "APPLICANT" AS THE DEFINITE LOCATION OF THE BOUNDARY SHOWN THEREBY; AND THAT THE MAP HAS BEEN PREPARED TO BE FILED FOR THE APPROVAL OF THE SECRETARY OF THE INTERIOR OR HIS DULY AUTHORIZED REPRESENTATIVE AS PART OF THE APPLICATION OF SAID BOUNDARY.

DATE: 8/23/19

WALTER W. HAASE, P.E., GENERAL MANAGER
NAVAJO TRIBAL UTILITY AUTHORITY
AN ENTERPRISE OF THE NAVAJO NATION

STATE OF ARIZONA)
SS
COUNTY OF APACHE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23rd DAY OF August 2019.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/31/2020

THERESA M TALKER
Notary Public - Arizona
Apache County
My Comm. Expires Aug 31, 2020

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION FROM A SURVEY PERFORMED DURING THE MONTH OF AUGUST, 2019; THAT IT IS TRUE AND CORRECT AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THE MONUMENTS SHOWN ARE SUFFICIENT FOR THE SURVEY TO BE RETRACED.

JOHN A. VUKONICH, NM PLS NO. 14831

JOHN A. VUKONICH NEW MEXICO 14831 REGISTERED PROFESSIONAL SURVEYOR

NAVAJO TRIBAL UTILITY AUTHORITY
HQ ENGINEERING AND CONSTRUCTION DEPT.
P.O. Box 170 Fort Defiance, Arizona 86504-0170 Office: (928) 729-6275 Fax: (928) 729-6275

Title: SHIPROCK COMPRESSOR STATION TRACT

Project Type:	Project:	Section:	Sheet No:
COMM	221900001	11 & 14, T29N, R18W.	1 of 1
Drawn By:	Survey Date:	Scale:	Acad File Name:
JB	8/8/2019	1"=200'	SHIPROCK COMPRESSOR STATION TRACT.dwg

EXHIBIT
C

NAVAJO TRIBAL UTILITY AUTHORITY

AN ENTERPRISE OF THE NAVAJO NATION

February 3, 2020

Mr. W. Mike Halona, Department Manager III
Navajo Land Department
Post Office Box 2249
Window Rock, Arizona 86515

ATTENTION: Ms. Elerina Yazzie, Department Manager/General Land Development Department

Dear Mr. Halona:

In accordance with Resolution CO-53-13 of the Navajo Nation Council, the Navajo Tribal Utility Authority (NTUA) of Fort Defiance, Arizona is filing a Land Withdrawal/Leasing Application entitled as the "Shiprock Compressor Station – Materials and Equipment Yard Project," NTUA Project No. 221900001. NTUA will take over the Questar/Southern Trail Pipeline Compressor Station operations and needs a nearby material and equipment yard near the site. This will reduce the cost and time to transport equipment and materials from another area in case of emergency maintenance.

The proposed site consists of 2.00 acres, more or less, on Navajo Tribal Trust Land located in the Southeast Quarter (SE/4) of Section 11 and the Northeast Quarter (NE/4) of Section 14, Township 29 North, Range 18 West, New Mexico Principal Meridian, in the vicinity of Shiprock, San Juan County, New Mexico, more particularly described on the attached map.

The authority will comply with all Tribal and Federal regulations and requirements and the Act of February 5, 1948 (62 Stat. 17), subject to prior valid existing rights and adverse claims.

Your prompt review and approval of the attached documentations is appreciated. If you have any questions, you may contact Mr. Gerald Paulus, Natural Gas Manager via email at GeraldP@ntua.com or telephone (928) 729-6480.

Sincerely,

Rex Kontz, Deputy General Manager
Navajo Tribal Utility Authority

ENCLOSURES

xc: Gerald Paulus, Natural Gas Manager
Melissa Segay, Gas Engineer/Natural Gas Dept.
Saraphina James, ROW Agent/Natural Gas Dept.

TRIBAL XXXXX
INDIVIDUALLY OWNED _____
GOVERNMENT OWNED _____
RIGHT-OF-WAY Questar Southern Trails
REFERENCE NO. UT/AZ/NM-02-01

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 Regional Director, Bureau of Indian Affairs, Department of the Interior, Gallup, New Mexico, hereinafter referred to as "Grantor", under authority contained in the "Secretarial Redelegation Order 209 DM 8, 230 DM 1 and 3 IAM 4, and pursuant to the provisions of the Act of February 5,1948 (62 Stat.17,25 U.S.C.§323-328), and Part 169, Title 25, Code of Federal Regulations, in consideration of *$10.00 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to QuestarSouthern Trails Pipeline Company, 180 East 100 South, P.O. Box 45360, Salt Lake City, Utah 84145-0360, hereinafter referred to as "Grantee," an easement for right-of-way for the following purpose(s), namely: construction, improvement, operation and maintenance of 12", 16", 20" and 22" pipeline for transporting natural gas and existing appurtenant facilities within Navajo Tribal Trust land located in the northeast Arizona, northwest New Mexico and Utah, over across, in and upon the following described lands located in the Counties of San Juan, Utah; San Juan, New Mexico; Apache, Navajo and Coconino, Arizona.

The said easement as shown on the map Nos: Line 90-109 thru129, Line 92-A thru J, Line 92-1of 4 sheets, Blanco Extension-1 thru 6 and 43229, consisting 51 sheets, marked Exhibit "B" and further described by the index of maps attached hereto, is limited to and more particularly described as being strips of land with varying widths across Navajo Trust lands and Navajo Partition lands located within the States of Arizona, Utah and New Mexico. The right-of-way is distributed as follow:

Description	Feet in Length	Rods	Miles	Acres
Line 90 - 16" Pipeline	799,629.10	48,462.37	151.44	917.85
Line 92- 12"& 22" Pipeline	422,438.13	25,602.31	80.00	484.89
Blanco Extension (12',20',22')	146,208.52	8,861.12	27.70	167.82
Cameron Station	(191,781.50 square feet)			4.40
Tonalea Station Site	(86,805.81 square feet)			1.99
Red Mesa Microwave Site	(1,333.63 square feet)			0.03
Roof Butte Radio/Microwave Site	(22,491.00 square feet)			0.52
Pastora Peak Radio Site	(1,810.45 square feet)			0.04
Marsh Pass Microwave Site	(139,338.40 square feet)			3.20
Cow Spring Microwave & Access Rd.	(1,824.00 square feet)			0.04
Red Mesa Station	(423,639.41 square feet)			9.73
Shiprock Station	(73,085.00 square feet)			1.68
TOTAL:	1,368,275.75	82,925.80	259.14	1,592.19

* Consideration for the right-of-way is in accordance with terms and conditions set forth in the Agreement for Navajo Nation Consent to Right-of-way grant to Questar Southern Trails Pipeline Company.

E. Failure to comply with the terms and conditions stated in a document entitled Stipulations marked Exhibit "C" and attached to this Grant of Easement.

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

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement this 14th day of January, 2002.

(Title)

U.S. Department of the Interior
Bureau of Indian Affairs
Navajo Region
P.O. Box 1060
Gallup, New Mexico 87305

EXHIBIT
tabbies
D

Shiprock Chapter Government of the Navajo Nation

P.O. Box 3810 • Shiprock, New Mexico 87420-3810

Email: shiprock@navajochapters.org • (505) 368-1081 • Fax (505) 368-1092 • Website:www.shiprock.nndes.org

Date: September 25, 2019

TO: Ms. Saraphina James, Right-of-Way Agent
Navajo Tribal Utility Authority
Post Office Box 170
Fort Defiance, Arizona 86504

RE: **Land Withdrawal of 2 acres, more or less**

Dear Ms. James

This is reference to the land withdrawal of 2.00 acres, more or less, the proposed project is known as the NTUA Compressor Station for Material and Equipment Yard located along New Mexico State Highway 491, south of Shiprock Chapter, San Juan County, New Mexico.

I had identified one grazing permittee, Mr. Robert Talk but he has not been in compliance due to no livestock to date to complete a tally count, therefore Mr. Talk's signature is no longer necessary for this project. There will be no other permittees affected by the undertaking and to the best of my knowledge there are no land disputes at the location of the project area.

If you have any questions or you need additional information, please contact me at the Shiprock Chapter at telephone (505) 368-1081 Thank you.

Sincerely,

Robert Hayes, Grazing Committee Member
Shiprock Chapter

ATTACHMENT: BIA letter dated September 18, 2019
xc: Shiprock Chapter

received
9/26/19

CHAPTER OFFICIALS
Duane H. Yazzie, President
Nevina D. Kinlahcheeny, Vice President
Dr. J. Kelbah Begay, Secretary-Treasurer

DISTRICT 12 GRAZING COMMITTEE
Robert Hayes, Member

SAN JUAN RIVER FARM BOARD
Dineh Benally, Member

COUNCIL DELEGATE
Eugenia Charles-Newton

United States Department of the Interior
Bureau of Indian Affairs
Northern Navajo Agency
P.O. Box 3538
Shiprock, New Mexico 87420

September 18 2019

IN REPLY REFER TO

NATURAL RESOURCES

Saraphina James, Right of Way Agent
DGM-Natural Gas Department
PO BOX 170
Ft. Defiance, AZ 86514

Dear Ms James

I am responding to your request in regards to the SHIPROCK COMPRESSOR STATION, in which you had questions on a grazing permit holder, Robert Talk. During your visit at our office, I had looked up his information in regards to livestock tally count that had been submitted for him. Robert Hayes the local grazing official for Shiprock is his designated grazing official

During that time, according to our records, Mr. Hayes did not submit any livestock tallies at all for the year 2017 and for the year 2016. For the year 2015 Mr. Hayes did bring in his tallies but none for Mr. Talk. This is the same for the years 2015 and 2014, tallies were submitted but none for Mr. Talk. The 2019 tallies should be submitted by the end of this year.

This letter should answer your inquiries. Thank you

Sincerely,

Roxanne Harrison
Range Technician

received
9/20/19 SJ

EXHIBIT
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E

NNDFW Review No. 19ntua-46

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.: Shiprock Compressor Station - Materials & Equipment Yard

DESCRIPTION: The Navajo Tribal Utility Authority proposes a land withdrawal consisting of 2.0 acres for a materials and equipment yard.

LOCATION: Section 14 and 11, T29N, R18W, Shiprock, San Juan County, New Mexico

REPRESENTATIVE: Saraphina James, Right of Way Agent, Navajo Tribal Utility Authority

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: Species-Specific Surveys at Shiprock Compressor Site/03 JUN 2019/Ecosphere Environmental Services

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 1. SCMEVE or associated habitat was NOT present within the 2.0-acre site.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: Athene cunicularia (Burrowing Owl) G4, MBTA.

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: Initial land leveling and fence construction will avoid the Burrowing Owl breeding season of 01 MAR-15 AUG.

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/03 JUL 2019

COPIES TO: (add categories as necessary)

☐ _____ ☐ _____

2 NTC § 164 Recommendation: Signature Date

☒ Approval
☐ Conditional Approval (with memo)
☐ Disapproval (with memo)
☐ Categorical Exclusion (with request letter)
☐ None (with memo)

7/5/19

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.

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

MEMORANDUM

TO : David Mikesic, Zoologist
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

FROM : Gloria M. Tom / [illegible]
Gloria M. Tom, Director
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

DATE : July 5, 2019

SUBJECT : **DELEGATION OF AUTHORITY**

I am on leave starting, Friday, July, 5, 2019. Therefore, I am delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00 am, July 5, 2019 and ending at 5:00 pm, July 5, 2019.

Your authority will cover the review and signing off of all routine documents pertaining to the Department of Fish and Wildlife, except for issues that you feel should have the attention of the Director.

ACKNOWLEDGEMENT:

[signature] 7/5/19
David Mikesic, Zoologist
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCE

EXHIBIT F

THE NAVAJO NATION

Heritage & Historic Preservation Department
P.O. Box 4950 • Window Rock, Arizona 86515
(928) 871-7198 (tel) • (928) 871-7886 (fax)

CULTURAL RESOURCES COMPLIANCE FORM

HPD NO.: HPD-19-422 **CONSULTANT REPORT NO.: MBC-19-018**

PROJECT TITLE: A Cultural Resources Inventory of a 2-Acre Land Withdrawal for the NTUA Shiprock Compressor Station located in Shiprock Chapter, San Juan County, New Mexico.

LEAD AGENCY: Navajo Nation

SPONSOR: Navajo Tribal Utility Authority, PO Box 170
Ft. Defiance, AZ 86504

PROJECT DESCRIPTION: Questar/Southern Trails Pipeline has a Righ-of-Way (ROW) for the compressor Station and the Natural Gas Transmission Alignment located south of the proposed 2-acre land withdrawal, this ROW is in the process of being transferred to NTUA. Therefore, NTUA is requesting for the 2-acre land withdrawal that will known as the Shiprock Compressor Station for a Materials and Equipment Yard. NTUA will fence the 2-acre land withdrawal and store materials and equipment utilized in maintenance and operation of the Natural Gas Transmission alignment (wires, different type and sizes pipes, paints, trencher backhoe, etc.). Any surface and or subsurface disturbances will occur within the area of effect 2.0 ac/0.81 ha.

PROJECT ARCHAEOLOGIST: Mathilda Burke
NAVAJO ANTIQUITIES PERMIT NO.: B19346 **TOTAL ACREAGE INSPECTED:** 3.58
DATE INSPECTED: 6/5/2019 **DATE OF REPORT:** 6/17/2019

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 10 m apart

LAND STATUS: NN Tribal Trust Land **CHAPTER:** Shiprock
LOCATION: Township: 29N Range: 18W Section: UP **QUAD:** Sulphur Spring, NM NMPM
UTM: Northing: 4067904 Easting: 704683 **DATUM:** NAD83 Zone 12

Number of Eligible Properties: 0 Number of Non-Eligible Properties: 0
Number of Unevaluated Properties: 0 Number of Isolated Occurances: 0
Number of In-Use Sites: 1

EFFECT/CONDITIONS OF COMPLIANCE: No Historic Properties Affected
PROCEED RECOMMENDED: Yes
CONDITIONS: No

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7148.

FORM PREPARED BY: Olsen John **FINALIZED:** 7/3/2019

Richard M. Begay, Department Manager, THPO
Navajo Nation Heritage and Historic Preservation Department

7/5/19
Date

~ DOCUMENT IS VOID IF ALTERED ~

EXHIBIT
tabbies
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Ecosphere
Environmental Services

Durango, CO
Pagosa Springs, CO
Santa Fe, NM
Farmington, NM

June 3, 2019

Ms. Kristin Miller
ETD, Inc.
Via E-mail: kmiller@etd-inc.com

RE: Species-Specific Surveys at Shiprock Compressor Site

Dear Kristin,

The purpose of this letter is to report the results of Mesa Verde cactus (*Sclerocactus mesa-verdae*) and burrowing owl (*Athene cunicularia*) surveys at the proposed Shiprock Compressor Site. Mesa Verde cactus is a federally threatened species and a Navajo Nation Group 2 species. The burrowing owl is a Navajo Nation Group 4 species. Ecosphere Environmental Services, Inc. (Ecosphere) conducted surveys for both species within the proposed 2-acre compressor site footprint. A 0.25-mile buffer for burrowing owls was also surveyed.

1. Methods

Mesa Verde Cactus

On May 24, 2019, Ecosphere biologist Mike Fitzgerald conducted a 100-percent pedestrian survey of the proposed compressor site footprint. Transects spaced approximately 10 meters apart were walked throughout the site to assess for habitat and presence of individual Mesa Verde cactus. Surveys were conducted in accordance with the Navajo Nation Department of Fish and Wildlife's (NNDFW) survey protocol (NNDFW 2008a).

Burrowing Owl

On May 24 and May 30, 2019, Ecosphere biologists Mike Fitzgerald and C. J. Vialpando conducted burrowing owl surveys within the proposed compressor site footprint and within a 0.25-mile buffer around the site. Surveys were completed in accordance with the *Arizona Burrowing Owl Project Clearance Protocol* as directed by the Navajo Nation Department of Fish and Wildlife (Arizona Burrowing Owl Working Group 2006; NNDFW 2008). Surveyors assessed the 0.25-mile buffer for the presence of burrows and prairie dog towns in grassland or shrubland habitat, which is considered burrowing owl nesting substrate (NNDFW 2008b). Surveyors also scoped for burrowing owls at intervals (see Site Detail Map, attached). When burrows or prairie dog towns were encountered, surveyors walked transects spaced 10 meters apart within the habitat area, recording sign of recent burrowing owl use.

2. Results

Mesa Verde Cactus

No Mesa Verde cacti or associated habitat was observed within the project footprint.

Burrowing Owl

Up to six active burrowing owl burrows in two distinct areas were encountered within the 0.25-mile buffer of the proposed compressor site. The first three burrows recorded were found approximately 200 feet southwest of the existing compressor facility. Two burrows in this location had recent whitewash and an owl pellet at the opening. One adult burrowing owl was observed flushing from one of the burrows in this location. The adult owl was observed exiting and returning to one of the burrows frequently during the field visit, indicating that this location may be the active nest.

Three additional burrows were observed with recent sign and live owls approximately 900 feet northwest of the proposed compressor site. One adult flushed from a burrow and two additional burrows were observed with recent sign (whitewash).

The biologist also noted a burrow with one adult burrowing owl and three chicks just outside of the 0.25-mile buffer to the west of the proposed compressor site.

3. Conclusions

Two active burrowing owl nests were found within 0.25-mile of the proposed Shiprock Compressor site. Those locations are included on the site detail map and provided as GIS data accompanying this transmittal letter.

No Mesa Verde cactus were found in the footprint of the proposed project site.

No other federally listed species or Navajo Endangered Species List-listed species were observed in the project area or 0.25-mile buffer.

The presence of active burrowing owl nests within the 0.25-mile buffer may require additional consultation with the Navajo Nation Department of Fish and Wildlife.

Please let Ecosphere know if you have additional questions.

Sincerely,



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(970) 382-7256

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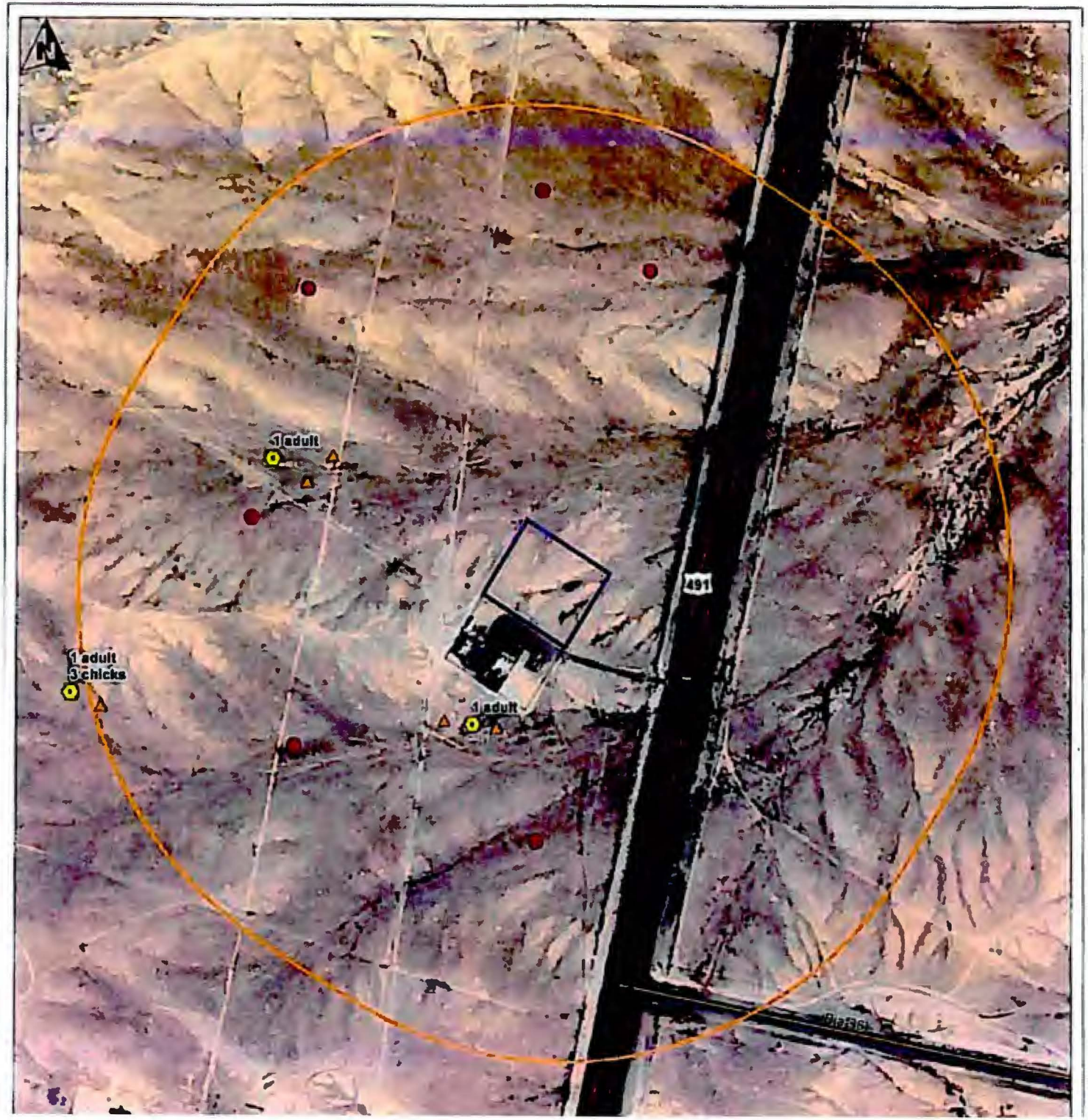

N
1 adult
1 adult
3 chicks
1 adult
491

EXHIBIT
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ENVIRONMENTAL ASSESSMENT

SHIPROCK COMPRESSOR STATION MATERIALS AND EQUIPMENT YARD

JULY 2019

ETD INC

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List of Acronyms:

APE	Area of Potential Effect
BE	Biological Evaluation
BIA	Bureau of Indian Affairs
BMPs	Best Management Practices
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CRI	Cultural Resources Inventory
EA	Environmental Assessment
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
LANC	LA Neal Consulting, LLC
(L)UST	(Leaking) Underground Storage Tank
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act
NNDFW	Navajo Nation Department of Fish and Wildlife
NNEPA	Navajo Nation Environmental Protection Agency
NNFD	Navajo Nation Forestry Department
NNHHPD	Navajo Nation Heritage & Historic Preservation Department
NRCS	National Resources Conservation Service
NTUA	Navajo Tribal Utility Authority
RCRA	Resource Conservation and Recovery Act
ROW	Right-of-Way
TCP	Traditional Cultural Property
TES	Threatened, Endangered, and Sensitive
TSCA	Toxic Substances Control Act
USDA	U.S. Department of Agriculture
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
WRCC	Western Regional Climate Center

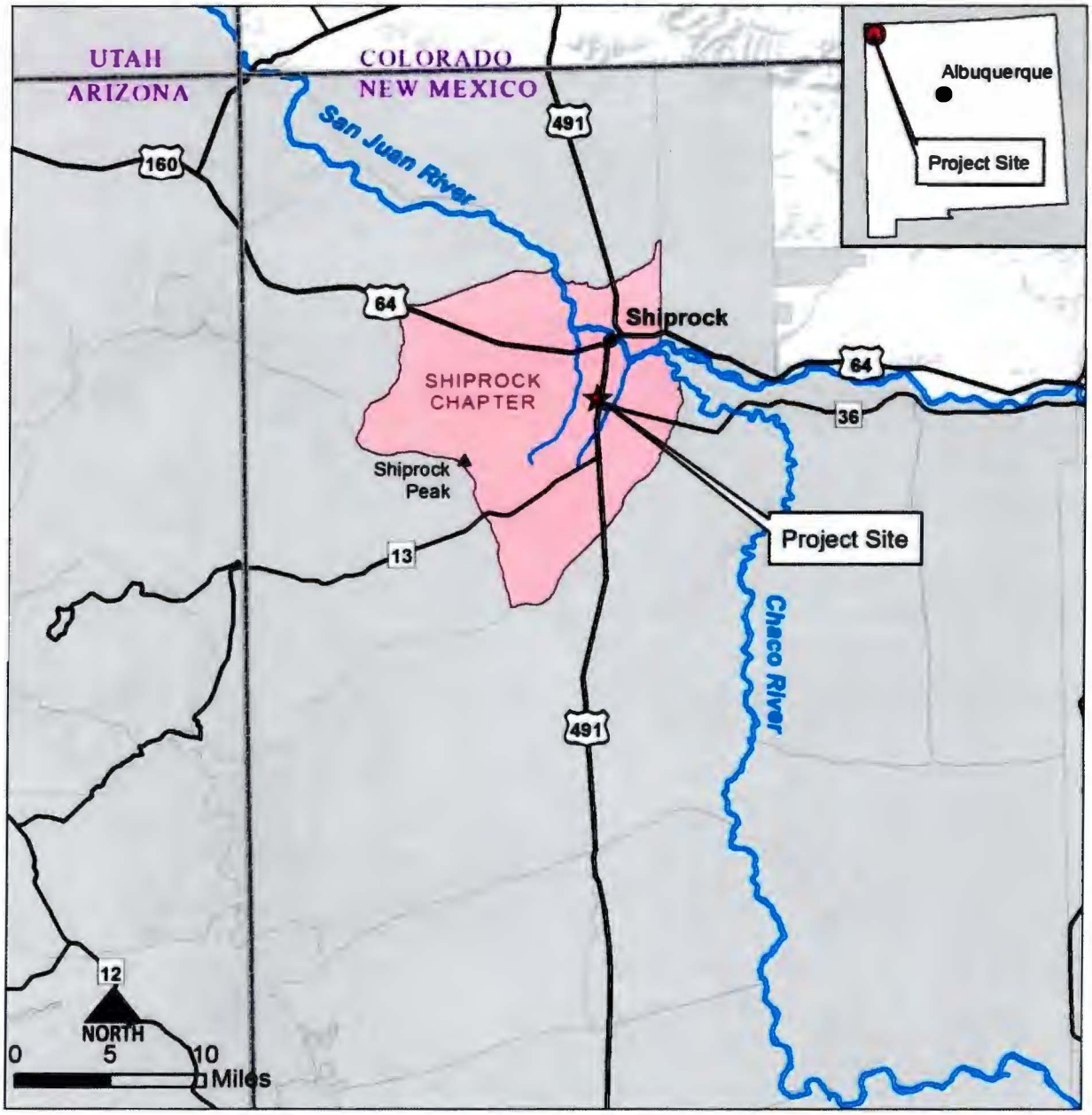


FIGURE 1. MAP SHOWING GENERAL PROJECT LOCATION AREA IN SHIPROCK CHAPTER, NEW MEXICO.

3 Description of the Affected Environment

This chapter describes the existing conditions in the study area that includes the region as well as specific project sites. It establishes the baseline data upon which the impacts have been evaluated in chapter 4.

3.1 Land Resources

This section discusses the geology, topography, soils and mineral resources in the area of the proposed project.

3.1.1 Geology

The project area lies within the Colorado Plateau, a land of scenic beauty characterized by sparsely vegetated plateaus, mesas, deep canyons, and barren badlands (Foos, 1999). The Colorado Plateau encompasses an area of about 140,000 square miles in the four corners region of Arizona, Colorado, New Mexico, and Utah (1999). The project site is within an area of the Colorado Plateau known as the Western San Juan Basin (Cooley, et. al., 1969). The project site is located within the erosional plains near Shiprock. These plains are cut on the Mancos Shale and are bordered by high rock benches and hogbacks carved from sandstone units of the Mesaverde Group. Shiprock Peak and other volcanic spires tower above the plains.

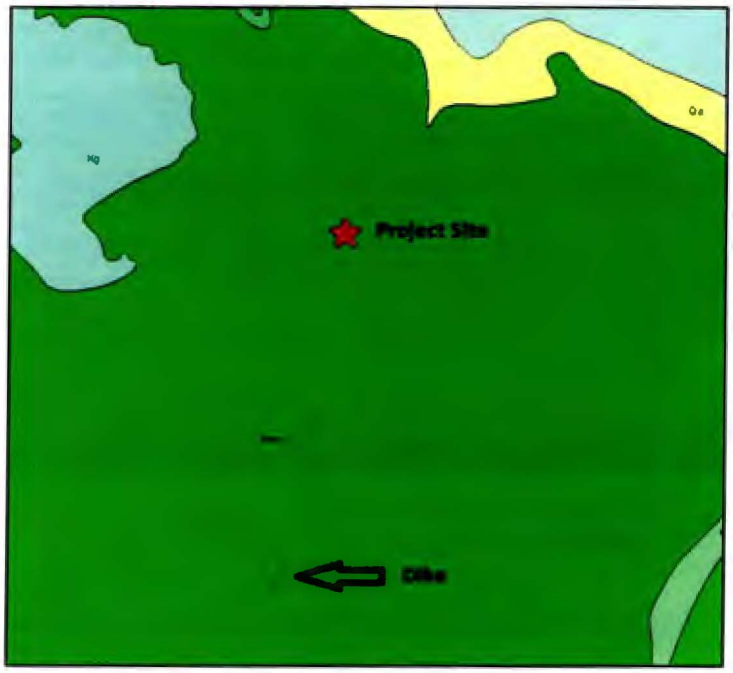


FIGURE 3. EXCERPT FROM THE GEOLOGIC MAP OF NEW MEXICO SHOWING THE REGIONAL GEOLOGY (NMBGMR, 2019).

The project area is primarily underlain by the younger units of the Mancos Shale. To the west, the Gallup Sandstone is visible. North of the project area

There are no geologic structures found in the immediate vicinity of the project site. The nearest geologic structure is a volcanic dike (red line) found about five miles south of the project site.

3.1.2 Topography

Topography in the project region ranges as high as 7,178 feet atop Shiprock Peak, seven miles southwest of the project site, to as low as 4,884 feet at the base of the San Juan River at the bridge in Shiprock, 3.3 miles north of the project site. The project site is relatively flat with a small downward slope from west to east. The project site lies near 5,157 feet elevation.

3.1.3 Soils

Soils information for the project site was gathered using the U.S. Department of Agriculture (USDA), Natural Resource Conservation Service (NRCS) Web Soil Survey. The soils at the project site are classified

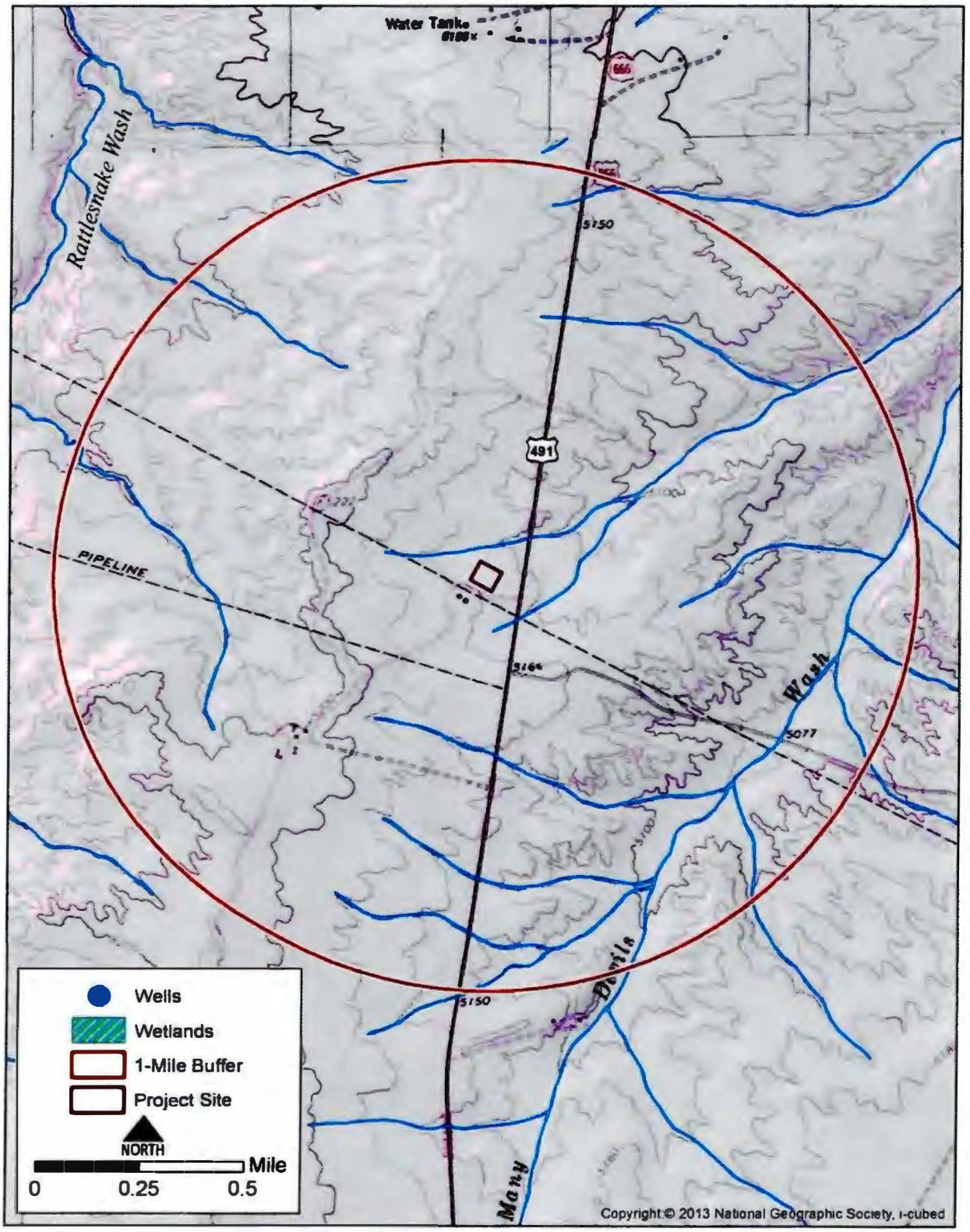


FIGURE 4. WATER RESOURCES NEAR THE PROJECT SITE (USGS 7.5' QUADRANGLE: SULPHUR SPRING, NM (1966)).

3.4.2 Vegetation and Wildlife

Vegetation observed at and surrounding the project site is consistent with those found in the Great Basin Desertscrub biotic community. Species represented at the project site includes Russian thistle (*Salsola tragus)*, ricegrass (*Oryzopsis*), prickly pear (*Opuntia spp.*), fourwing saltbrush (*Atriplex canescens*), and various bunch grasses. During the field visit on June 5, 2019, no wildlife was observed on the project area.

3.4.3 Threatened, Endangered, and Sensitive (TES) Species

TABLE 3. SPECIES SURVEY SUMMARY

Common Name	Scientific Name	Status	Effect Determination
Birds			
burrowing owl	*Athene Cunicularia*	NESL G4, MBTA	May affect individuals, not likely to adversely affect species or its habitat
Plants			
mesa verde cactus	*Sclerocactus mesae-verdae*	NESL G2, FT	No effect to the species or its habitat

MBTA = Migratory Bird Treaty Act; FT = Federally Threatened
NESL = Navajo Endangered Species List – Group 2 (G2) and Group 4 (G4);
G2 = Endangered – survival/recruitment are in jeopardy;
G4 = not enough information for listing in G2 or G3, but sufficient reason for concern

The project is located within a low sensitivity area for threatened, endangered, and sensitive (TES) species on the Navajo Nation, as designated by the Navajo Nation Department of Fish and Wildlife (NNDFW). Federal agencies are required to determine whether their actions may affect listed or proposed species and critical habitat. NNDFW advised NTUA to conduct species-specific surveys for the mesa verde cactus (*Sclerocactus mesae-verdae*) and the Burrowing Owl (*Athene cunicularia*). The results of the species surveys conducted in May 2019 are presented in **Table 3**.

3.5 Cultural Resources

Cultural resources primarily include artifacts, historic places or buildings, and traditional/cultural properties (TCPs). A Cultural Resources Inventory (CRI) was conducted to determine if such resources are eligible for protection under the National Historic Preservation Act and other applicable laws as determined by the Navajo Nation Heritage & Historic Preservation Department (NNHHPD). The inventory consists of a records search, field survey, and report.

Mathilda Burke, Archaeologist, MBurke Consulting, LLC, conducted the CRI under NNHHPD permit number B19346 (Burke, 2019). The results were compiled into a report called, "A Cultural Resources Inventory of a 2-Acre Land Withdrawal for the NTUA Shiprock Compressor Station located in Shiprock Chapter, San Juan County, New Mexico" MBC-19-/HPD-19-422.

A records search at the NNHHPD office in Window Rock, Arizona revealed no previously recorded archaeological sites within 100 meters (328 feet) of the project site. The field survey also revealed no archaeological, cultural, or historic resources.

The NNHHPD Traditional Cultural Program was consulted to determine if any impacts would occur to known TCPs in the project area. The Traditional Cultural Program concluded there would be no effect to TCPs as a result of the project. An ethnographic interview with an anonymous resident also indicated there are no TCPs near the project area.

Grazing is the primary agricultural activity use in the Navajo Nation; farming activities are minimal. Yet, both are important from an economic and cultural standpoint (BOR, 2016). Others earn income from livestock sales, rugs and jewelry making, and food vendors. Major influences on sociocultural conditions include cultural beliefs and values, socioeconomic trends including poverty, limited employment opportunities, high unemployment, housing shortages, and lack of infrastructure (2016).

3.6.4 Community Infrastructure

Infrastructure systems found in the project area are described below:

Roads and Accessibility. U.S. Highways 491 and 64 are the main thoroughfares that provides access to the Shiprock community. The project site can be accessed a short gravel access road that extends east from Highway 491, just three miles south of the Highway 491/64 junction in Shiprock.

Power. NTUA is the primary power provider across most of the Navajo Nation. No power utilities are required for this project.

Water. NTUA is the primary water utility provider across the Navajo Nation. No water utilities are required for the proposed project.

Wastewater. Wastewater utilities on the Navajo Nation are comprised of sewer lagoons (for large housing developments), individual septic tanks, and/or dry outhouses. NTUA is the primary owner and operator for sewer lagoons on the Navajo Nation. No wastewater utilities are required for the proposed project.

Solid Waste. All solid waste generated in Navajo Nation communities is taken to the local transfer stations where Waste Management transports it to nearby landfills. Any waste generated during construction will be taken back to NTUA's construction yard for proper disposal or recycle.

3.7 Environmental Justice

Environmental justice has been defined as the pursuit of equal justice and equal protection under law for all environmental statutes and regulations without discrimination based on race, ethnicity, and/or socioeconomic status. The proposed project is located in an area where approximately 96% of the population is Native American and where 31.8% of the population lives at or below the poverty level (U.S. Census – DP03 and DP-05, 2017). The project is in an area of high poverty and high proportion of minority populations.

3.8 Indian Trust Resources

Indian Trust Resources includes property and interests in property: "(1) that are held in trust by the U.S. for the benefit of a tribe or individual Indians; or (2) that are subject to restrictions upon alienation," (25 CFR Part 1000.352). The proposed project is located on Navajo Tribal Trust land. In 2012 Congress enacted the *Helping Expedite and Advance Responsible Tribal Homeownership (HEARTH) Act* amendments to the Indian Long-Term Leasing Act. This Act provides authority for Indian tribes to lease tribal trust lands directly pursuant to tribal law, without further Secretarial approval. However, ROWs still require approval from the BIA.

3.9 Environmental Module

Sites regulated under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, or Superfund), and the Toxic

based land use plans to administer land. Navajo Chapters typically publish their land use plans online at: http://navajochapters.org/. Shiprock Chapter's available land use plan identifies the project area as being in a "multi-use" (Yazzie, 2000). A more detailed map shows the project area is roughly located within areas designated for commercial and parks (2000). Currently, the only surrounding land use is another NTUA facility located adjacent to the proposed project site.

3.10.3 Agriculture

Small family farms and livestock grazing, mainly sheep, cattle, and horses, are part of the agricultural activities within the Navajo Nation. The project site was in rangeland status, but it will be converted to utility development. Soils at the project site are not indicative of agricultural importance (NRCS, 2019).

3.10.4 Outdoor Recreation, Fishing, and Hunting

The NNDFW oversees outdoor recreation, fishing, and hunting on the Navajo Nation. There are no fishing lakes or outdoor recreation sites near Shiprock. The project site is located in Hunt Unit #3, but hunting requires permits and generally occurs in areas away from the main highway and developments.

3.10.5 Timber Harvesting

The Navajo Nation Forestry Department (NNFD) is responsible for regulating the Nation's forests. There is currently no commercial or industrial timber harvesting on the Navajo Nation, sans local firewood collected in some wooded areas. NNFD requires all timber harvesting in Navajo forest and woodlands be permitted.

3.11 Other Values

This section discusses wilderness areas, sound and noise, public health and safety, and the visual setting within the project area.

3.11.1 Wilderness Areas

The Wilderness Act of 1964 (16 U.S.C. 1131-1136, P.L. 88-577) established the National Wilderness Preservation System, which protects federally managed wilderness areas designated for preservation in their natural condition. Wilderness areas are managed by four federal land management agencies: the National Park Service, the U.S. Forest Service, the U.S. Fish and Wildlife Service, and the Bureau of Land Management. The nearest designated wilderness area is the Bisti/De-Na-Zin Wilderness Area. It is situated approximately 41 miles southeast of the project site. This wilderness area is managed by the Bureau of Land Management. It is described as a rolling landscape of badlands which offers some of the most unusual scenery found in the Four Corners region (BLM, 2018). The wreathing of sandstone forms hoodoos – weathered rock in the form of pinnacles, spires, cap rocks, and other unusual forms. Translated from Navajo, "Bisti" (Bis-tie) means "a large area of shale hills." "De-Na-Zin" (Deh-nah-zin) takes its name from the Navajo word for "cranes."

3.11.2 Sound and Noise

The project site is found south of Shiprock along U.S. Highway 491. Man-made and natural noise sources at the project site comes from traffic along U.S. Highway 491, aircraft flying overhead, wind, thunder, and rain. The Noise Control Act of 1972 (42 U.S.C. §4901 et seq.) was passed in order to preserve the health and welfare of the U.S. population, particularly in urban areas. However, noise is primarily controlled by State and local governments. The Navajo Nation does not have any noise regulations or requirements that would be applicable to this project.

4 Environmental Consequences of the Proposed Action

This chapter discusses short-term and long-term impacts and effects of the proposed action and alternatives on the resources described in Chapter 3. It also identifies mitigation measures aimed at minimizing, mitigating, or eliminating these impacts and/or compensating for their impact. Mitigation measures are required by law for project sponsors to minimize risks to human health and the environment and to maintain compliance with applicable laws and regulations. Best Management Practices (BMPs) are also recommended to further prevent or reduce non-point source pollution and promote conservation.

4.1 Land Resources Impacts

4.1.1 Geology and Topography

The proposed project will be developed on upon the existing topography with minor grading, and no significant modifications. There will be no effect to the regional geology and topography as a result of either the proposed action or no-action alternative.

4.1.2 Soils

During intense precipitation events, stormwater can flow over the site and pick up soils or contaminates from spills or leaks. Under Section 402 of the Clean Water Act, all construction site operators engaged in clearing, grading, and excavating activities that disturb 1.0-acre or more must obtain coverage under a National Pollutant Discharge Elimination System (NPDES) General Construction permit for stormwater discharges. The permit requires a Stormwater Pollution Prevention Plan (SWPPP), a plan that outlines BMPs for preventing soil erosion. Because the project area APE is 2.0 acres, this project will require coverage under a NPDES permit and SWPPP. With the permit and SWPPP in place, the impacts to soils would be short-term and minor. Under the no-action alternative, there would be no effect to soils.

Mitigation Measure – Stormwater Permitting: Develop a SWPPP and apply for a NPDES general construction permit through the USEPA prior to construction activities.

4.1.3 Mineral Resources

Due to the absence of mineral resources in the immediate project vicinity, there will be no direct impact on such resources since he proposed action will not utilize any sand or gravel materials, and thus, there will be no effect to mineral resources as a result of either the proposed action or no-action alternative.

4.2 Water Resources Impacts

4.2.1 Surface Water

When stormwater flows over the site, it can pick up pollutants like sediment, debris, and contaminantes and transport them to nearby drainages, streams, and stormwater systems. Under Section 402 of the Clean Water Act, all construction site operators engaged in clearing, grading, and excavating activities that disturb 1.0-acre or more must obtain coverage under a NPDES General Construction permit for stormwater discharges. The permit requires a Stormwater Pollution Prevention Plan (SWPPP) that outlines BMPs for preventing impacts to water quality.

Mitigation Measure – Stormwater Permitting: Develop a SWPPP that establishes BMP for controlling site runoff under a NPDES General Construction Permit through the USEPA-Region IX.

- Water used for dust abatement and other construction activities should be obtained from a source free of invasive plant seeds.
- The use of off-site materials should be limited to sub-grade preparation beneath buildings, roadways, and other impervious surfaces where possible. It is recommended fill material generated on-site be utilized in other areas where possible. Fill material would come from weed-free sources.

4.4.2 Threatened, Endangered, and/or Sensitive (TES) Species

Species-specific surveys of the project site revealed two active burrowing owl (*Athene cunicularia*) were found within a ¼-mile of the project site. No other federally or tribally listed species were found in or around the project site. NNDFW issued Biological Resources Compliance Form, which is attached in **Appendix A.** Due to the presence of burrowing owl nests, the following mitigation measures are required:

Mitigation Measures – Burrowing Owl.

1. No disturbance should occur within 50 m of occupied burrows during the non-breeding season (September – February) or within 75 m during the breeding season (March – August).
2. No disturbance or destruction of any prairie dogs or other burrowing animals or their burrows, should occur within the owl avoidance area.

4.5 Cultural Resources Impacts

One In-Use Area was found during the field survey, but this resource was considered not eligible for protection under the National Register of Historic Places. No other cultural resources were identified within the survey area during the cultural resources inventory. The archaeologist recommended clearance for the proposed project. NNHHPD concurred with this finding and issued a Cultural Resources Compliance Form, which is attached in **Appendix B**. NNHHPD recommended no further mitigation measures, sans its discovery clause.

Discovery Clause: 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 NNHHPD must be notified at (928) 871-7198.

4.6 Socioeconomic Conditions Impacts

The proposed project would improve natural gas utilities in and around the Shiprock community. While the proposed project will not result in a direct increase of jobs, indirectly gas utility services may provide basic utility service needed for commercial businesses that would benefit the community. The impact to socioeconomics would be beneficial and long-term. Under the no-action alternative, there would be no effect to the current socioeconomic conditions in Shiprock and there would be less gas utility services in the area.

4.7 Environmental Justice Impacts

The proposed action takes place in an area of primarily low-income and minority populations that would benefit from increased telecommunication services and coverage in their communities. No environmental justice issues have been identified that are associated with the proposed action or no-action alternative.

negligible and temporary and will cease once construction is completed. There will be no effect to sound and noise as a result of the proposed action or the no-action alternative.

4.11.3 Public Health and Safety

The project would increase the amount of available natural gas utilities in the region. The proposed project is not expected to impact public health and safety. There will be no effect to police, fire, emergency medical services, or healthcare as a result of the proposed action or the no-action alternative.

4.11.4 Visual Setting

The project will be visible from the highway, but not from longer distances. There are no protected scenic areas or byways under federal, state, or Navajo Nation law. The impact to the visual setting would be negligible, yet long-term. There will be no effect to the visual setting under the no-action alternative.

4.12 Cumulative Impacts

Cumulative impacts result from the incremental impact of the action when added to other past, present, or reasonably foreseeable future actions regardless of what agency or person undertakes these actions. Impacts identified resulting from project activities would be minor, temporary, and highly localized from surface disturbances.

As future development occurs, there will be decreasing rangeland as it is converted to development. However, the rangeland in the project area is not considered "high productivity," therefore the impact to rangeland products will be negligible.

The project area is within the habitat for the Mesa Verde cactus and Burrowing owl. No individual cacti were observed at the project site, so the project will not directly impact the Mesa Verde cactus population. Appropriately, land leases or ROWs require biological assessments to identify the presence of the species before they ae approved. Therefore, cumulative impacts to the cacti are minimized.

Burrowing owls were found nesting within 0.25-mile of the project site, and while not found on the site, burrowing owls may occupy the site from time to time. The Materials and Equipment Yard will have no effect to these species; but future land development if not properly surveyed beforehand, may affect this species and/or their habitats.

- Cultural Resources. There will be no effect to cultural resources as a result of the Proposed Action (see **Appendix B**). However, 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 NNHHPD must be notified at (928) 871-7198.

- Socioeconomics. There will be no effect to socioeconomics as a result of the Proposed Action.

- Environmental Justice. There will be no effect to Environmental Justice as a result of the Proposed Action.

- Indian Trust Resources. There will be no effect to Indian Trust Resources as a result of the Proposed Action.

- Environmental Module. There will be no effect related to RCRA, CERCLA/Superfund, and TSCA sites as a result of the Proposed Action.

- Resources and Land Use Patterns. There will be no effect to the transportation network, land use plans, agriculture, outdoor fishing, hunting, and timber harvesting under the Proposed Action.

- Other Values. There will be no effect to wilderness, soundscape, public health and safety, or visual setting as a result of the Proposed Action.

ETD recommends a Finding of No Significant Impact (FONSI) for the proposed project and allowing the project sponsor to proceed with development of the site as planned.

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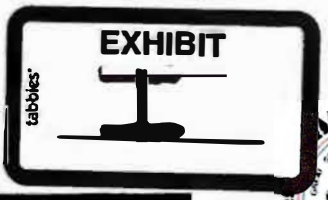
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Appendix A: Biological Resources Compliance Form



THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

MEMORANDUM

TO: All 164 Reviewers

FROM: Steven L. Prince

Steven L. Prince, Principal Petroleum Engineer
Minerals Department

DATE: March 23, 2021

RE: NTUA Shiprock Compressor Station Tract Lease

Please be aware that the Minerals Department has calculated the consideration for the subject lease request from Navajo Tribal Utility Authority (NTUA). The calculations are based on our standard rates for this type of rental property and the annual consideration has been set at $1,442.21 which will be updated annually using Consumer Price Index (CPI) for All Urban Consumers using the January 2021 rates as the basis for each year's update. If NTUA chooses to pay the consideration for the entire 20-year lease, they would be allowed to pay $28,844.29 upfront. If you have any questions about the consideration, please feel free to contact me at my office (928) 871-7285.



Document No. 015640 Date Issued: 12/23/2020

EXECUTIVE OFFICIAL REVIEW

Title of Document: NTUA Shiprock Compressor Station Lease Contact Name: YAZZIE, ELERINA B

Program/Division: DIVISION OF NATURAL RESOURCES

Email: e_yazzie@navajo-nsn.gov Phone Number: 928-871-6447

☐ **Business Site Lease** — Sufficient ☐ Insufficient ☐

1. Division: _____ Date: _____ ☐ ☐
2. Office of the Controller: _____ Date: _____ ☐ ☐

(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: _____ ☐ ☐

☐ **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: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications**

1. Office of Management and Budget: _____ Date: _____ ☐ ☐
2. Office of the Controller: _____ Date: _____ ☐ ☐
3. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Navajo Housing Authority Request for Release of Funds**

1. NNEPA: _____ Date: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Lease Purchase Agreements**

1. Office of the Controller: _____ Date: _____ ☐ ☐

(recommendation only)

2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Grant Applications**

1. Office of Management and Budget: _____ Date: _____ ☐ ☐
2. Office of the Controller: _____ Date: _____ ☐ ☐
3. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **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: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Relinquishment of Navajo Membership**

1. Land Department: _____ Date: _____ ☐ ☐
2. Elections: _____ Date: _____ ☐ ☐
3. Office of the Attorney General: _____ Date: _____ ☐ ☐

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: 9/2/2021	☒	☐
6. Office of the Attorney General		Date: 3/5/21	☒	☐
7. OPVP		Date: 3/15/21	☑	☐

☐ **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:	☐	☐
2. F&W		Date:	☐	☐
3. HPD		Date:	☐	☐
4. Minerals		Date:	☐	☐
5. NNEPA		Date:	☐	☐
6. DNR		Date:	☐	☐
7. DOJ		Date:	☐	☐
8. OPVP		Date:	☐	☐

☐ **OTHER:**

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

NAVAJO NATION DEPARTMENT OF JUSTICE

☐ RESUBMITTAL

DOCUMENT REVIEW REQUEST FORM

RECEIVED JAN -6 2021 DEPARTMENT OF JUSTICE ADMINISTRATION

DOJ
1/6/21 @ 1220
DATE / TIME
☐ 7 Day Deadline
DOC #: 015640
SAS #:
UNIT: DNR

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

CLIENT TO COMPLETE

DATE OF REQUEST:	1/6/2021	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447 or x 6423	E-MAIL:	michellehoskie@navajo-nsn.gov

TITLE OF DOCUMENT: EOR#15640 NTUA Shiprock Compressor Station Lease

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 01/06/21 1:05 PM REVIEWING ATTORNEY/ADVOCATE: Irvin Chee

DATE TIME OUT OF UNIT: 3/08/21 8:10 AM

DOJ ATTORNEY / ADVOCATE COMMENTS

- Corrections were made to paragraph #5 (Rental) of the Lease. Document is now legally sufficient.

REVIEWED BY: (*Print*)	Date / Time	SURNAMED BY: (*Print*)	Date / Time
Tiffe Hee	3-5-21	VBlackhat	3/5/21 4:45pm

DOJ Secretary Called Michelle for Document Pick Up on 3/05/21 at 5:15 AM BY: [illegible]

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

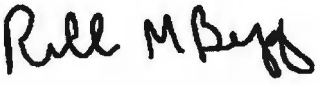
NNDOJ/DRRF-July 2013

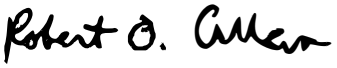
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Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signiture
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	*no comments*	*No Reply*	28-Dec-2020	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	*no comments*	*No Reply*	24-Dec-2020	
Rebecca Gilchrist MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. This vote is contingent upon the uploaded Terms and Conditions, dated 12/24/2020, permanently being included in the application approval package. rkg	1. *No Reply*	24-Dec-2020	
Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. HPD-19-422	1. *No Reply*	29-Dec-2020	

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signiture
Leanna Begay (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	*no comments*	*No Reply*	29-Dec-2020	
Richard Begay NNHP (Navajo Land Title Data System -	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	*no comments*	*No Reply*	30-Dec-2020	

Windowrock AZ)							
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	*no comments*	*No Reply*	04-Jan-2021	
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	*no comments*	*No Reply*	31-Dec-2020	
W. Mike Halona (NLTDS - Admin)	NLD Department Manager III	NLD	Approved	1. This lease is a commercial lease therefore a rental payment needs to be assessed annually.	1. *No Reply*	29-Dec-2020	

Navajo Nation Environmental Protection Agency
P. O. Box 339, Window Rock, AZ 86515
Phone: 928-871-7690 • Fax: 928-871-7996

Jonathan Nez.
President

Myron Lizer,
Vice-President

MAY - 3 2019

April 12, 2019

Saraphina James
Right of Way Agent
Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, AZ 86504

RE: CWA Consultation for Right-of-Way for Land Withdrawal of 2.0 Acres, Shiprock Compressor Station-Material and Equipment Yard, Shiprock, New Mexico

Dear Mrs. James:

Navajo Nation Environmental Protection Agency (NNEPA) - Water Quality has reviewed your document requesting CWA consultation for Right-of-Way for the construction, of land withdrawal for 2.0 acres for a Compressor Station-Material and Equipment Yard, located in Shiprock, New Mexico.

According to the Topo Maps submitted of the project area it has been determined, that a CWA § 401 Certification application will not be required for the land withdrawal for 2.0 acres for a Compressor Station-Material and Equipment Yard, Shiprock New Mexico, based on the information submitted to our Water Quality Office.

Please be aware of the Storm Water Construction General Permit required for construction activities that result in land disturbance of equal to or greater than once acre. In addition, all Navajo Nation environmental Laws and regulations should be adhere to.
Thank you for contacting out office regarding this project. Please contact me at 928.871.7700 with questions or comments.

Sincerely,

Lee Anna Martinez-Silversmith
401 Coordinator/Sr. Environmental Specialist
Navajo Nation Environmental Protection Agency
Water Quality/NPDES

Cc: File

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

September 2, 2021

MEMORANDUM

TO: Executive Reviewers

FROM: Valinda Shirley, Executive Director
Navajo Nation Environmental Protection Agency

SUBJECT: **Document No. 015640, Shiprock Compressor Station – Materials and Equipment Yard Project, Shiprock, New Mexico.**

Based upon the review of the above-noted document, a vote of sufficiency is recommended. However, the following comments and recommendations are provided.

According to information from the review package, the proposed undertaking is for the NTUA to acquire a land withdrawal of 2.00± acres, for development of a materials and equipment yard to store materials and equipment that will be used in the maintenance and operation of the natural gas transmission alignment.

1. If this packet for Document No. 015640 is not subject to the Environmental Review Process (ERP), then a copy of the Environmental Review Record that indicates the land withdrawal is not subject to the Environmental Review Process (ERP), documentation for this determination should be included in this review package. Similarly, if a Categorical Exclusion (CATEX) has been determined, that determination should be included in this Executive Review package.[1]

2. The NNEPA Water Quality Program, on April 12, 2019, documented that a CWA §401 certification application would not be required for the land withdrawal. The Water Quality Program did remind that a Storm Water Construction General Permit would be required for construction activities that resulted in land disturbance of ≥ 1.00 acre.

3. The Terms and Conditions provide that the Permittee will abide by all laws and regulations of the Navajo Nation and of the United States. Attention is directed to the following:

    a. **Section 402 of the Clean Water Act (CWA) established the National Pollutant Discharge Elimination System (NPDES) General Construction permit for storm water discharges.** The CWA regulations implementing Section 402, define "storm water discharge associated with industrial activity" to include discharges associated with construction activity, including clearing, grading, and excavation resulting in land disturbance of 1.0 acre or more.

[1] Navajo Nation General Leasing Regulations of 2013, Subchapter 8, Environmental Review Process, § 2382. Threshold Determinations.

Operators at construction sites that involve clearing, grading, and excavating activities that disturb 1.0 acre or more will need to obtain coverage under a National Pollutant Discharge Elimination System (NPDES) General Construction permit for storm water discharges. A Notice of Intent (NOI) will need to be submitted to USEPA 14 days prior to earthmoving activities, including development of a Storm Water Pollution Prevention Plan (SWPPP) prior to NOI submission.

b. **Navajo Nation Open Burning Regulations (NNOBR), 4 N.N.C., Chapter 11**, particularly at §201, Prohibition of Open Burning and, §302, Open Burn Permit Requirement. Households, businesses, and other organizations are responsible to ensure waste generated from their activities are properly managed. Exempted burn activities should be voluntarily registered.

   There are no open burning activities expected to occur at this site.

c. **NESHAP 40 CFR §61.145, Subpart M,** for applicable demolition and renovation activities. For asbestos NESHAP, USEPA Region 9 has sole jurisdiction over all 25 tribal lands in Arizona. There are no Navajo Nation laws or regulations specifically related to asbestos. For asbestos (the pollutant) from a source such as demolition, the contractor would need to provide notification, wet and remove friable asbestos (40 CFR Part 61). For waste disposal related to demolition/renovation as a source, the contractor would need to provide notification and ensure there are no visible emissions from the removal activity(ies).

   The asbestos NESHAPs lists acceptable procedures for asbestos emissions control for demolition of buildings containing friable asbestos material (40 CFR Part 61). Tearing down buildings is considered demolition and would require notification to USEPA Region 9.

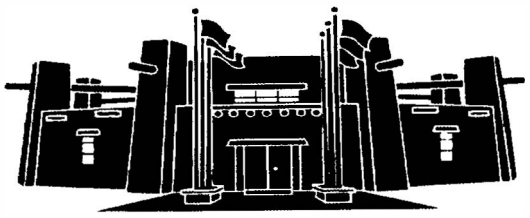
   Asbestos NESHAP notifications should also be provided to the Air & Toxics Department, Box 339, Window Rock, AZ 86515, as a courtesy in informing of the particular activity(ies) being undertaken on the Navajo Nation. and, adhere to best practices that lessen fugitive dust emissions during demolition and construction activities by minimizing potential impacts during modernization activities, such as applying water to roads.

d. **Navajo Nation Air Pollution Prevention and Control Act (Navajo Clean Air Act),** 4 N.N.C. §§ 1134-40, Air Quality Control Programs. Provisions include Best Management Practices (BMPs) to control dust that would be generated during earth moving activities. Details the BMPs to control excessive amounts of particulates.

e. **Navajo Nation Solid Waste Act prohibits open dumping**. Open dumping is defined as the act of depositing solid waste in a non-complying manner of management practice. Solid waste generated from activities at this location should continue to be properly disposed of.

I can be contacted at valinda.shirley@navajo-nsn.gov. You may also contact eugeniaquintana@navajo-nsn.gov if there are any questions in this regard. Thank you.

Office of Legislative Counsel
Telephone: (928) 871-7166
Fax # (928) 871-7576



Honorable Seth Damon
Speaker
24th Navajo Nation Council

MEMORANDUM

TO: Honorable Eugenia Charles-Newton
Shiprock Chapter

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: September 4, 2021

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A LEASE FOR THE NAVAJO TRIBAL UTILITY AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A MAINTENANCE YARD FOR THE SHIPROCK COMPRESSOR STATION LOCATED IN THE SHIPROCK CHAPTER, NAVAJO NATION (SAN JUAN COUNTY, NEW MEXICO)

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting.

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: _0192-21__ **SPONSOR: Eugenia Charles-Newton**

TITLE: An Action Relating to Resources and Development; Approving a Lease for the Navajo Tribal Utility Authority to Construct, Maintain and Operate a Maintenance Yard for the Shiprock Compressor Station Located in the Shiprock Chapter, Navajo Nation (San Juan County, New Mexico)

***Date posted*: September 09, 2021 at 3:34PM**

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. *§374 et. seq.*