RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
23rd Navajo Nation Council --- Third Year, 2017

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE RENEWAL FOR TWENTY (20) YEARS OF A RIGHT-OF-WAY FOR PINTO HAUL ROAD ACCESS INTO THE NAVAJO TRANSITIONAL ENERGY COMPANY COAL LEASE AREA FOR THE NAVAJO TRANSITIONAL ENERGY COMPANY SAID RIGHT-OF-WAY BEING LOCATED ON THE NAVAJO NATION AND WITHIN NENAHNEZAD CHAPTER, SAN JUAN COUNTY, NEW MEXICO AND BEING PRESENTLY SCHEDULED TO EXPIRE DECEMBER 7, 2017

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 existing Right-of-Way (ROW) was originally granted in 1967 to the Utah Construction and Mining Company, held by Utah International, Inc. See Exhibit E.

B. In 1976 Utah International, Inc. merged with General Electric Company. See Exhibit E.

C. In 1984 Utah International, Inc. was sold by General Electric Company to BHP Billiton. In the three years immediately after the acquisition, Utah International continued to operate as an independent business entity during which time it directly owned and operated the Navajo Mine and associated ROWs. See BHP Billiton website Corporate History 1984.

D. By 2013 Navajo Mine and its associated ROWs were owned and operated by the BHP Navajo Coal Company, LLC, a wholly owned subsidiary of BHP Billiton New Mexico Coal, Inc.

E. BHP Navajo Coal Company, LLC and BHP Navajo Coal Company were indirect and wholly owned subsidiaries of BHP.

F. Navajo Transitional Energy Company (NTEC), in 2013, acquired from BHP Billiton New Mexico Coal, Inc. all shares of the Navajo Mine Coal Company, LLC, previously known as the BHP Navajo Coal Company, LLC, thereby giving NTEC the Navajo Mine and its associated ROWs.

G. In 2014, NTEC causes the Navajo Mine Coal Company to be merged with and into NTEC thereby making NTEC the direct owner of the Navajo Mine and all its associated ROWs.

H. NTEC seeks to renew the ROW for the Pinto Haul access road to the NTEC coal lease area, specifically located within SE ¼ of Section 36, T29N, R16W, being 1.02 miles in length, 100 feet in width and 6.73 acres more or less in size. The ROW begins at the NTEC North Plant Lease and leads to the NTEC Coal Lease just above the Pinto Pit. See Exhibits A thru E.

I. The necessary Executive Review, including legal, has been completed and the request is deemed sufficient. See Exhibit C and Exhibit F.

J. The Resources and Development Committee finds a waiver of the bond requirement, 25 C.F.R. § 169, is in the best interest of the Navajo Nation.

K. The Resources and Development Committee finds a waiver of valuation, 25 C.F.R. § 169.110, and that the waiver of valuation is in the best interest of the Navajo Nation.

L. The Resources and Development Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation to approve the requested renewal of the ROW under the Terms and Conditions as found at Exhibit D.

SECTION THREE. APPROVAL

A. The Resources and Development Committee of the Navajo Nation Council hereby approves the renewal for a period of twenty years (20) the Pinto Haul Road Right-Of-Way in Nenahnezad Chapter, Navajo Nation, San Juan County, New Mexico, as further described at Exhibit B and under the Terms and Conditions as found at Exhibit D.

B. The Resources and Development Committee of the Navajo Nation Council hereby approves waiver of the bond requirement.

C. The Resources and Development Committee of the Navajo Nation Council hereby approves waiver of the valuation.

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

CERTIFICATION

I, hereby certify that the following resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at the Navajo Transportation Administrative Complex, Tse Bonito, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained on this 19th day of December, 2017.

Jonathan Perry, Pro Tempore Chairperson
Resources and Development Committee
of the 23rd Navajo Nation Council

Motion: Honorable Davis Filfred
Second: Honorable Leonard Pete

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

RIGHT-OF-WAY APPLICATION

LANDOWNER NAME: Navajo Nation ALLOTMENT NUMBER: N/A-Navajo Tribal Trust

LEGAL DESCRIPTION: See Attached Exhibit "B"

COMES NOW THE APPLICANT Navajo Transitional Energy Company, LLC, a limited liability company existing under the laws of the Navajo Nation, whose address is P.O. Box 1749, Window Rock, AZ 86515. This 15th day of December, 2015, who hereby petition(s) the Bureau of Indian Affairs and respectfully files under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application of **20 years** (term of years) right-of-way for the following purposes and reasons: **Pinto Haul Road.**

Across the following described restricted land (easement description)

SEE ATTACHED EXHIBITS

Said right-of-way to be **1.02 miles** in length, **100 feet** in width, and **6.73 acres, more or less** in size (or area), as shown on attached map of definite location hereto and made a part hereof.

SAID APPLICANT UNDERSTANDS AND EXPRESSLY AGREES TO THE FOLLOWING STIPULATIONS:

1. To construct and maintain the right-of-way in a workman like manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
3. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted.
5. To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.

9. That upon revocation or termination of the right-of-way, the applicant shall, so far as in reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
11. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

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

DATE 12/17/15

APPLICANT _____

Clark A. Moseley, Management Committee Executive
Navajo Transitional Energy Company, LLC

REQUIRED SUPPORTING DOCUMENTS:

1. ( ) Written consent of landowner (ROW Form 94-7).

2. ( ) Map (plats) of definite location (2 original Mylar's & 2 copies, See 25 CFR 169.6, 169.7, 169.8, 169.9, 169.10, and 169.11).

3. ( ) Deposit of estimated damages or compensation (See 169.4 and 169.14).

4. ( ) Evidence of Authority of Officers to Execute Papers (ROW Form 94-4)

5. ( ) For corporation or business, requirements of 25 CFR 169.4 and 169.5 (unless previously filed):

   ( ) a. State certified copy of corporate charter or articles of incorporation.

   ( ) b. Certified copy of corporate resolution, by-laws, articles of partnership or association authorizing signatory to file the application.

6. ( ) Environmental Assessment or Environmental Impact Statement with the Bureau's Decision

7. ( ) Archeological Clearance with Historic Preservation Department's Compliance Form

PROPOSED RESOLUTION OF
THE RESOURCES AND DEVELOPMENT COMMITTEE OF THE
NAVAJO NATION COUNCIL

Approving an existing Right-of-Way to Navajo Transitional Energy Company, LLC (NTEC) to Operate and Maintain the BHP Pinto Haul access road to the NTEC coal lease area.

WHEREAS:

1. Pursuant to 2 N.N.C. Section 500 (A), the Resources and Development Committee of the Navajo Nation Council is hereby established as a standing committee of the Navajo Nation; and

2. Pursuant to 2 N.N.C. Section 501 B 2(a), the Resources and Development Committee of the Navajo Nation Council 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; and

3. The Navajo Transitional Energy Company, LLC (NTEC) has submitted a right-of-way (ROW) renewal application to operate and maintain the BHP Pinto Haul access road into the NTEC coal lease area attached hereto and incorporated herein as Exhibit "A"; and

4. The existing right-of-way consists of approximately 6.73 acres, more or less, of Navajo Nation Trust Lands described as 100 feet in width, 1.02 miles in length, located within the southeast quarter (SE¼) of Section 36, T.29N, R16W, NMPM, San Juan County, New Mexico and the location is more particularly described on the survey map attached hereto and incorporated herein as Exhibit "B"; and

5. The Project Review Section with the Navajo Land Department has acknowledged the buy-outs of the affected land users based on the inclusion of the land release agreements that reflect these areas as consent to this Right-of-Way, originally signed on September 28, 1967 attached hereto and made a part hereof as Exhibit "C"; and

6. The environmental and archaeological studies and clearances have been completed and are attached hereto and incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Resources and Development Committee of the Navajo Nation Council hereby approves a renewal of Right-of-Way to Navajo Transitional Energy Company, LLC to operate and maintain the BHP Pinto Road Haul access road into the NTEC coal lease, located in San Juan County, New Mexico. The location is more particularly described on the map attached hereto as Exhibit "B."

2. The Resources and Development Committee of the Navajo Nation Council hereby approves the renewal of a grant for a right-of-way subject to, but not limited to, the following terms and conditions attached hereto and incorporated herein as Exhibit "D."

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

CERTIFICATION:

I hereby certify that the foregoing resolution was duly considered by the Resources and Development Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of ___ in favor, ___ opposed, and ___ abstained, this ____ day of _____, 2016.

Presiding Chairperson
Resources and Development Committee

MOTION BY:
SECONDED BY:

PROPOSED RESOLUTION OF
THE RESOURCES and DEVELOPMENT COMMITTEE OF THE
NAVAJO NATION COUNCIL

Approving an existing Right-of-Way to Navajo Transitional Energy Company, LLC (NTEC) to operate and maintain an access road call Pinto Haul Road from the NTEC plant site lease to NTEC coal lease.

WHEREAS:

1. Pursuant to 2 N.N.C. § 500, the Resources and Development Committee of the Navajo Nation Council is hereby established as a standing committee of the Navajo Nation; and

2. Pursuant to 2 N.N.C. § 500 B 2(a), the Resources and Development Committee of the Navajo Nation Council shall "oversee regulation of activities on Navajo Nation lands for disposition or acquisition of resources, surface disturbance, or alteration of the natural state of the resources, including the enforcement and administration of applicable Navajo Nation and federal laws, regulations, guidelines, and administrative procedures in the development and use of resources as a good steward"; and

3. The Navajo Transitional Energy Company, LLC (NTEC) has submitted a right-of-way (ROW) application to operate and maintain one access road on Navajo Nation Trust Lands, San Juan County, New Mexico attached hereto and incorporated herein as Exhibit "A"; and

4. The existing right-of-way consists of approximately 6.73 acres, more or less, of Navajo Nation Trust Lands described as 100 feet wide, 1.02 miles in length, located within Section 36, T29N, R16W, NMPM, San Juan County, New Mexico and the location is more particularly described on the survey map attached hereto and incorporated herein as Exhibits "B"; and

5. The Project Review Section with the Navajo Land Department has acknowledged the buy-outs of the affected land users based on the inclusion of the land release agreements that reflect these areas as consent to this Right of Way, originally signed on September 28, 1967 attached hereto and made a part hereof as Exhibit "C"; and

6. The environmental and archaeological studies have been completed and are attached hereto and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Resources and Development Committee of the Navajo Nation Council hereby approves a Right-of-Way to Navajo Transitional Energy Company, LLC to operate and maintain an access road from the NTEC plant site lease to NTEC coal lease, located in San Juan County, New Mexico. The location is more particularly described on the map attached hereto as Exhibit "B."

2. The Resources and Development Committee of the Navajo Nation Council hereby approves the renewal of a grant for a right-of-way subject to, but not limited to, the following terms and conditions attached hereto and incorporated herein as Exhibit "D."

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

CERTIFICATION:

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of__ in favor,__ opposed, and__ abstained, this__ day of , 2016.

Presiding Chairperson
Resources and Development Committee

MOTION BY: SECONDED BY:

Navajo Transitional
Energy Company

15 December 2015

Attn: Howard Draper
Navajo Land Department
Navajo Nation
Post Office Box 2249
Window Rock, AZ 86515
Hand-delivered

Re: **Right-of-Way Application**
Pinto Haul Road
NTEC Plant Site Lease to NTEC Coal Lease
Located within SE ¼ of Sec 36, T29N, R16W
San Juan County, New Mexico

Dear Mr. Draper:

Navajo Transitional Energy Company (NTEC), is requesting to renew the above Right-of-Way (ROW) that is due to expire on December 7, 2017. Attached is a copy of the original application and original plat showing the location of this ROW. The Pinto Haul Road is located outside of the coal mining lease and is 1.02 miles in length, 100 feet in width, and 6.73 acres more or less in size. The ROW begins at the NTEC North Plant Lease and leads to the NTEC Coal Lease just above the Pinto Pit and is still used today as an access road. Included with this application package is a check in the amount of $500.00 five hundred dollars for the required application fee.

Included with this application letter are the attached Exhibits as follows:
Exhibit A – Application of Right-of-Way
Exhibit B – Survey Map and location details
Exhibit C – Land Consents or release agreements
Exhibit D – Terms and Conditions (draft document)
Exhibit E – Original ROW application and Navajo Nation Stipulations

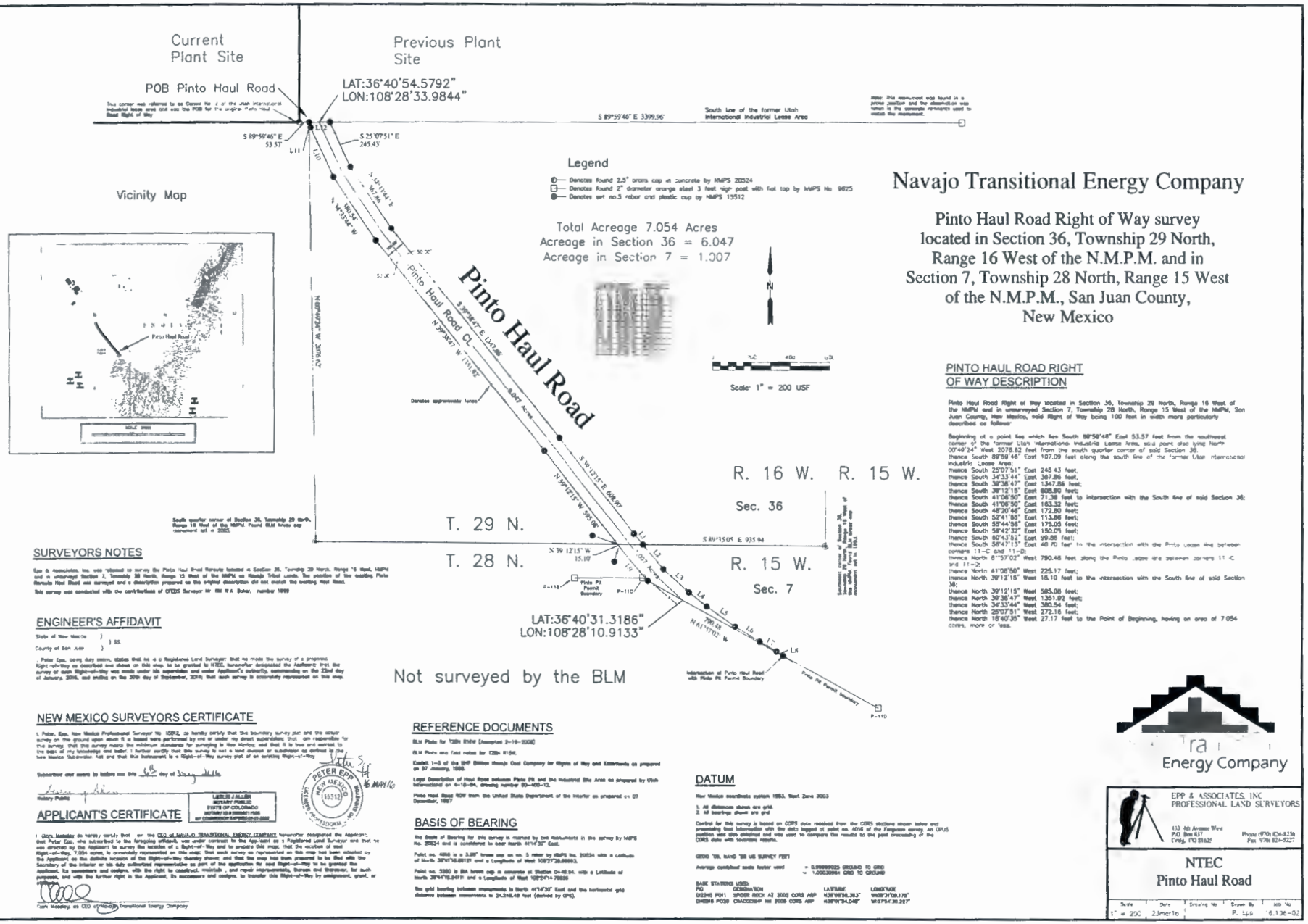
Should you need any additional information, please contact Clark Moseley @ (214) 725-5785. Thank you.

Sincerely,

Clark A. Moseley, Management Committee Executive
Navajo Transitional Energy Company

cc: Mineral Department – Navajo Nation

P.O. Box 1749 Window Rock, A.Z. 86515
1 Uranium Blvd. Shiprock, N.M. 87420



Navajo Transitional Energy Company

Pinto Haul Road Right of Way survey located in Section 36, Township 29 North, Range 16 West of the N.M.P.M. and in Section 7, Township 28 North, Range 15 West of the N.M.P.M., San Juan County, New Mexico

PINTO HAUL ROAD RIGHT OF WAY DESCRIPTION

Pinto Haul Road Right of Way located in Section 36, Township 29 North, Range 16 West of the NMPM and in unsurveyed Section 7, Township 28 North, Range 15 West of the NMPM, San Juan County, New Mexico, said Right of Way being 100 feet in width more particularly described as follows:

Beginning at a point lies which lies South 89°59'46" East 53.57 feet from the southwest corner of the former Utah International Industrial Lease Area, said point also lying North 07°49'24" West 2076.82 feet from the south quarter corner of said Section 36;
thence South 89°59'46" East 107.09 feet along the south line of the former Utah International Industrial Lease Area;
thence South 25°07'51" East 245.43 feet;
thence South 34°33'44" East 367.86 feet;
thence South 38°38'47" East 1347.86 feet;
thence South 38°12'15" East 608.90 feet;
thence South 41°06'50" East 71.38 feet to intersection with the South line of said Section 36;
thence South 41°06'50" East 163.32 feet;
thence South 48°20'48" East 172.80 feet;
thence South 52°41'55" East 113.86 feet;
thence South 53°44'58" East 175.05 feet;
thence South 59°42'32" East 150.01 feet;
thence South 60°43'52" East 99.86 feet;
thence South 56°47'13" East 40.70 feet to the intersection with the Pinto Lease line between corners 11-C and 11-D;
thence North 6°57'02" West 790.45 feet along the Pinto lease line between corners 11-C and 11-D;
thence North 41°06'50" West 225.17 feet;
thence North 39°12'15" West 15.10 feet to the intersection with the South line of said Section 36;
thence North 39°12'15" West 585.08 feet;
thence North 38°38'47" West 1351.92 feet;
thence North 34°33'44" West 380.54 feet;
thence North 25°07'51" West 272.16 feet;
thence North 18°40'35" West 27.17 feet to the Point of Beginning, having an area of 7.054 acres, more or less.

SURVEYORS NOTES

Epp & Associates, Inc. was retained to survey the Pinto Haul Road Remote located in Section 36, Township 29 North, Range 16 West, NMPM and in unsurveyed Section 7, Township 28 North, Range 15 West of the NMPM on Navajo Tribal Lands. The position of the existing Pinto Remote Haul Road was surveyed and a description prepared as the original description did not match the existing Haul Road.

This survey was conducted with the contributions of CFEDS Surveyor Mr RM W.A. Baker, number 1999

ENGINEER'S AFFIDAVIT

State of New Mexico)
) SS
County of San Juan)

I, Peter Epp, being duly sworn, states that as a a Registered Land Surveyor: that he made the survey of a proposed Right-of-Way as described and shown on this map, to be granted to NTEC, hereinafter designated the Applicant; that the survey of such Right-of-Way was made under his supervision and under Applicant's authority, commencing on the 23rd day of January, 2016, and ending on the 30th day of September, 2016; that such survey is accurately represented on this map.

NEW MEXICO SURVEYORS CERTIFICATE

I, Peter Epp, New Mexico Professional Surveyor No 15512, do hereby certify that this boundary survey plat and the attach survey on the ground upon which it is based were performed by me or under my direct supervision; that am responsible for the survey; that this survey meets the minimum standards for surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this instrument is a Right-of-Way survey plat of an existing Right-of-Way

Subscribed and sworn to before me this 16 day of May 2016

Notary Public

LORI B. ALLEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20004011588
MY COMMISSION EXPIRES 04-21-2018

PETER EPP
NEW MEXICO
15512
PROFESSIONAL SURVEYOR
16 MAY 16

APPLICANT'S CERTIFICATE

I, Chris Hensley do hereby certify that: as the CEO of NAVAJO TRANSITIONAL ENERGY COMPANY hereinafter designated the Applicant; that Peter Epp, who subscribed to the foregoing affidavit, was under contract to the Applicant as a Registered Land Surveyor and that he was directed by the Applicant to survey the location of a Right-of-Way and to prepare this map; that the location of said Right-of-Way, 7.054 acres, is accurately represented on this map; that such survey as represented on this map has been adopted by the Applicant as the definite location of the Right-of-Way thereon; and that the map has been prepared to be filed with the Secretary of the Interior or his duly authorized representative as part of the application for said Right-of-Way to be granted the Applicant, its successors and assigns, with the right to construct, maintain, and repair improvements, thereon and thereover, for such purposes, and with the further right in the Applicant, its successors and assigns, to transfer this Right-of-Way by assignment, grant, or otherwise.

Chris Hensley, as CEO of Navajo Transitional Energy Company

REFERENCE DOCUMENTS

BLM Plats for T29N R16W (Accepted 3-19-2008)

BLM Plats and field notes for T28N R15W.

Exhibit 1-3 of the UMP Utilities Navajo Coal Company for Rights of Way and Easements as prepared on 07 January, 1998.

Legal Description of Haul Road between Plants PN and the Industrial Site Area as prepared by Utah International on 6-18-84, drawing number 80-455-12.

Plats Haul Road ROW from the United States Department of the Interior as prepared on 07 December, 1987

BASIS OF BEARING

The Basis of Bearing for this survey is marked by two monuments in the survey by NMPS No. 20524 and is considered to bear North 41°14'20" East.

Point no. 4056 is a 3.25" brass cap on an 5 rebar by NMPS No. 20524 with a Latitude of North 36°41'45.69197 and a Longitude of West 108°27'28.88883.

Point no. 3380 is BLM brass cap in concrete at Station 0+45.94, with a Latitude of North 36°41'12.9411 and a Longitude of West 108°24'14.78836

The grid bearing between monuments is North 41°14'20" East and the horizontal grid distance between monuments is 34,248.48 feet (derived by GPS).

DATUM

New Mexico coordinate system 1983, West Zone 3003

1. All distances shown are grid.
2. All bearings shown are grid

Control for this survey is based on CORS data received from the CORS stations shown below and processing that information with the data logged at point no. 4056 of the Ferguson survey. An OPUS position was also obtained and was used to compare the results to the post processing of the CORS data with favorable results.

GEOID '09, NAVD '88 US SURVEY FEET

Average combined scale factor used = 0.99999025 GROUND TO GRID
= 1.00030984 GRID TO GROUND

BASE STATIONS USED:

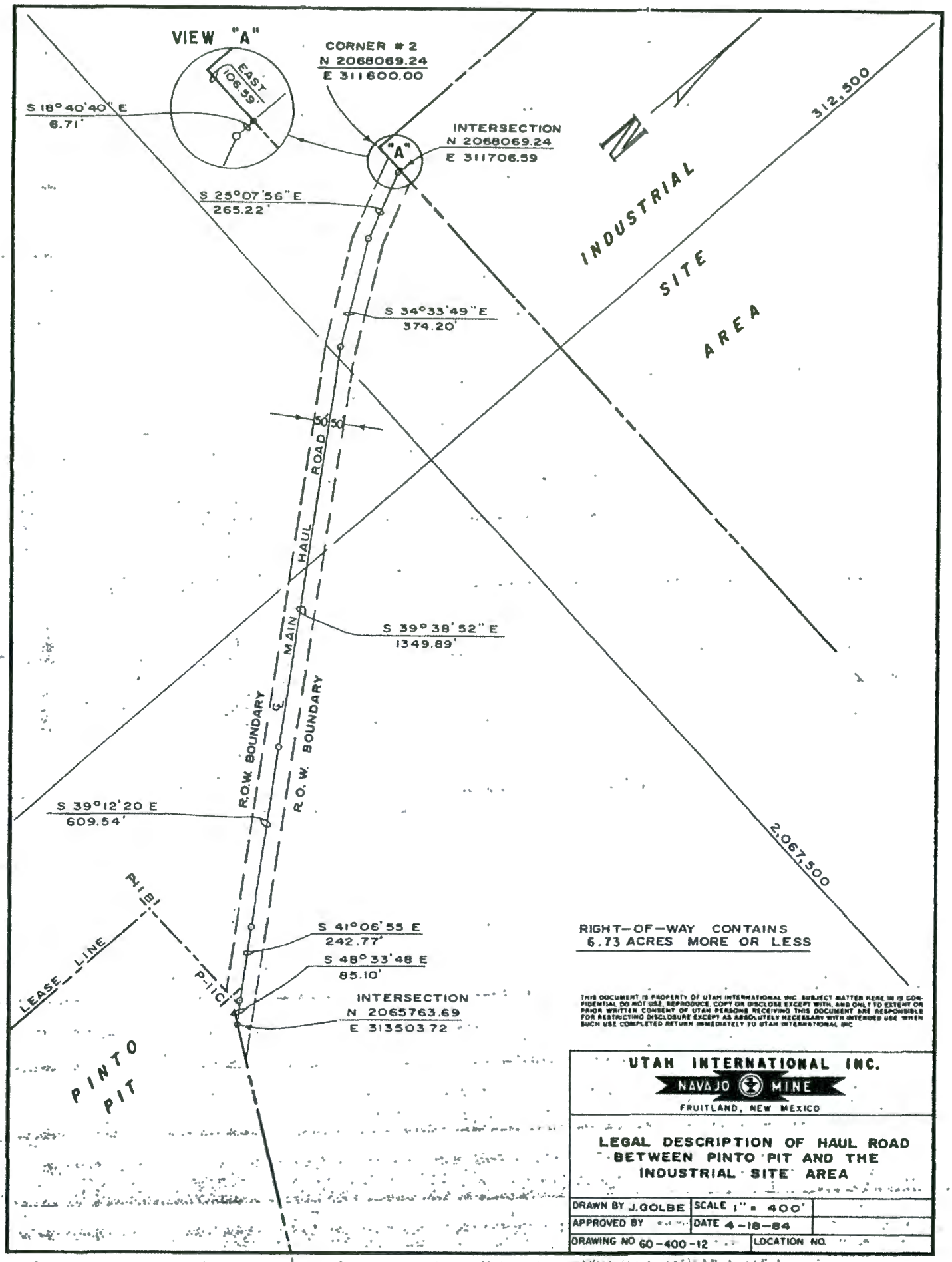
PID	DESIGNATION	LATITUDE	LONGITUDE
DG345 PD11	SPIDER ROCK A2 2003 CORS ARP	N36°09'56.383"	W108°39'56.175"
DH896 PD30	CHACOCANYON 2003 CORS ARP	N36°01'34.048"	W107°54'30.227"

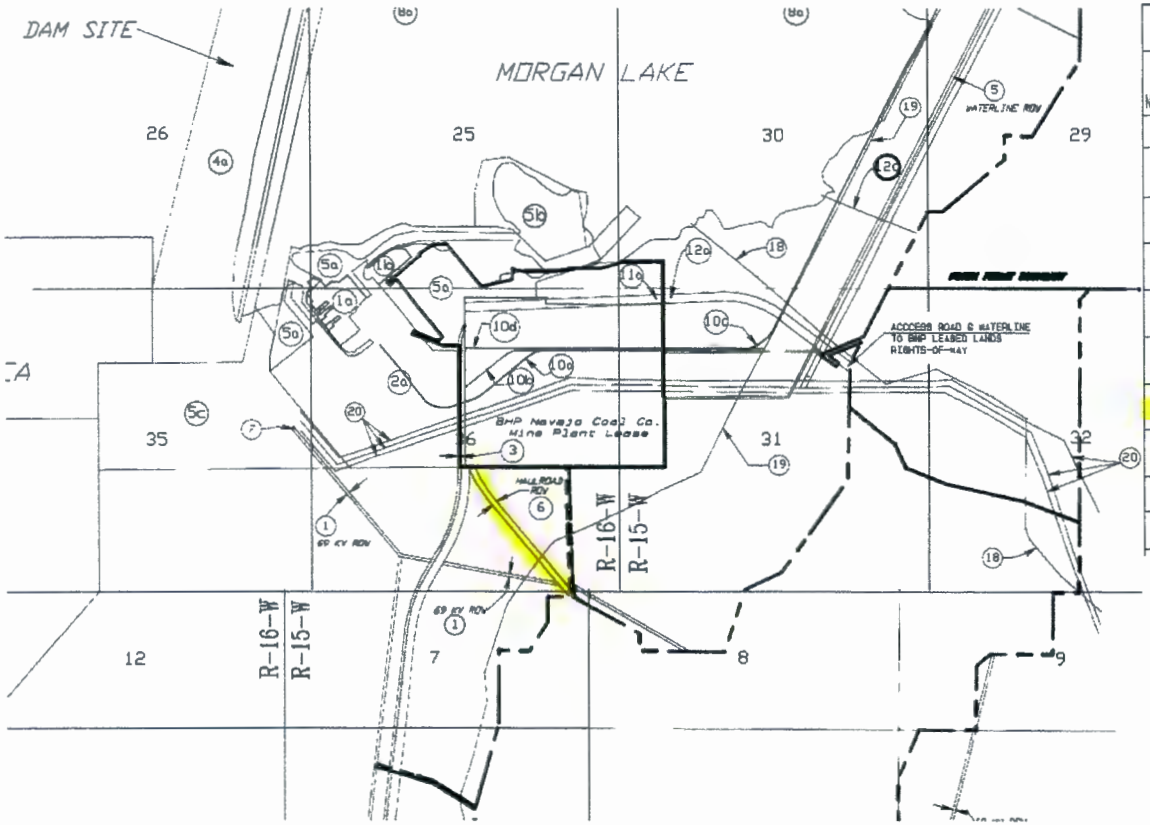
Energy Company

EPP & ASSOCIATES, INC
PROFESSIONAL LAND SURVEYORS
413 4th Avenue West
P.O. Box 617
Craig, CO 81625
Phone (970) 824-8236
Fax (970) 824-9227

NTEC
Pinto Haul Road

Scale	Date	Drawing No	Drawn By	Job No
1" = 200'	23March		P. Epp	16.136-02


VIEW "A"
EAST 106.59'
CORNER # 2
N 2068069.24
E 311600.00
S 18° 40'40" E
6.71'
INTERSECTION
N 2068069.24
E 311706.59
"A"
312,500
S 25°07'56" E
265.22'
INDUSTRIAL
SITE
AREA
S 34°33'49" E
374.20'
50'
50'
HAUL ROAD
MAIN
S 39° 38'52" E
1349.89'
R.O.W. BOUNDARY
℄
R.O.W. BOUNDARY
S 39°12'20 E
609.54'
2,067,500
P-1B
LEASE LINE
P-1C
S 41°06'55 E
242.77'
S 48° 33'48 E
85.10'
INTERSECTION
N 2065763.69
E 31350372
PINTO
PIT
RIGHT-OF-WAY CONTAINS
6.73 ACRES MORE OR LESS
THIS DOCUMENT IS PROPERTY OF UTAH INTERNATIONAL INC. SUBJECT MATTER HERE IN IS CONFIDENTIAL DO NOT USE, REPRODUCE, COPY OR DISCLOSE EXCEPT WITH, AND ONLY TO EXTENT OR PRIOR WRITTEN CONSENT OF UTAH PERSONS RECEIVING THIS DOCUMENT ARE RESPONSIBLE FOR RESTRICTING DISCLOSURE EXCEPT AS ABSOLUTELY NECESSARY WITH INTENDED USE WHEN SUCH USE COMPLETED RETURN IMMEDIATELY TO UTAH INTERNATIONAL INC.
UTAH INTERNATIONAL INC.
NAVAJO MINE
FRUITLAND, NEW MEXICO
LEGAL DESCRIPTION OF HAUL ROAD BETWEEN PINTO PIT AND THE INDUSTRIAL SITE AREA
DRAWN BY J.GOLBE
SCALE 1" = 400'
APPROVED BY
DATE 4-18-84
DRAWING NO 60-400-12
LOCATION NO.



INDEX

MAP ID NUMBER	DESCRIPTION	RIGHT-OF-WAY EFFECTIVE DATE
	BHP RIGHTS-OF-WAY AND EASEMENTS	
1	69 KV TRANSMISSION LINE - 50' WIDE, 6.26 MILES ON MAINLINE, 1.56 MILES OF BRANCH LINES	03-15-68
2	ACCESS ROAD TO AREA III - 100' WIDE .857 MILES	06-28-82
3	RAILWAY AND ROADWAY 100' & 200' WIDE, 11.78 MILES	01-25-74
4	HAULROAD - 100' & 200' WIDE, 8.42 MILES	01-25-74
5	4" POTABLE WATERLINE 20' WIDE, 4.37 MILES	11-06-74
6	PINTO HAULROAD - 100' WIDE, 1.02 MILES	12-07-67
7	BHP ATTACHMENTS TO APS POLES & FIXTURES	01-29-63
8	OPEN	
9	OPEN	

Emma H. Yazzie, et - C #32309

R E L E A S E

For and in consideration of the total sum of $ 227.76 , as itemized below, paid to the undersigned for (h self/themselves) and (h /their) heirs, distributees, executors, administrators, and assigns, does release and forever discharge the NAVAJO TRIBE, UTAH CONSTRUCTION & MINING CO., and/or ARIZONA PUBLIC SERVICE COMPANY, their successors and assigns, from any and every claim or cause of action arising out of the loss of grazing lands on the following areas:

	Consideration
Morgan Lake, some 1,151 acres, under the control of the Navajo Tribe:	$ ---
2,032 acres under Indenture of Lease between the Navajo Tribe of Indians and Arizona Public Service Company and 421 acres more or less proposed for expansion near the present Four Corners Power Plant Site:	$ ---
That portion of the Mining Lease as presently amended between the Navajo Tribe of Indians and Utah Construction & Mining Co. located to the north of a line drawn between lease corners L56 and L75, containing approximately 5,347 acres; 38.9 acres under Mine Plant Lease between the Navajo Tribe of Indians and Utah Construction & Mining Co.; and 184 acres, more or less proposed for expansion near the present Navajo Mine Plant Site:	$ 227.76
TOTAL CONSIDERATION -	$ 227.76

In witness whereof, (we/I) have hereunder set (my/our) hand(s) this 29th day of November, 1965.

WITNESSES:

Franklin D. Sandoval

Paid by UC&M Co. Ck. No. 15880

Dated November 24, 1965

Legal & Governmental Affairs Files

Lnd 2.3.25

Hosteen Nez Benally C #32305
Mary Rose Harvey [redacted]lly - C #32353

R E L E A S E

For and in consideration of the total sum of $ 911.04 , as itemized below, paid to the undersigned for (h self/themselves) and (h /their) heirs, distributees, executors, administrators, and assigns, does release and forever discharge the NAVAJO TRIBE, UTAH CONSTRUCTION & MINING CO., and/or ARIZONA PUBLIC SERVICE COMPANY, their successors and assigns, from any and every claim or cause of action arising out of the loss of grazing lands on the following areas:

	Consideration
Morgan Lake, some 1,151 acres, under the control of the Navajo Tribe:	$ 398.58
2,032 acres under Indenture of Lease between the Navajo Tribe of Indians and Arizona Public Service Company and 421 acres more or less proposed for expansion near the present Four Corners Power Plant Site:	$ 227.76
That portion of the Mining Lease as presently amended between the Navajo Tribe of Indians and Utah Construction & Mining Co. located to the north of a line drawn between lease corners L56 and L75, containing approximately 5,347 acres; 38.9 acres under Mine Plant Lease between the Navajo Tribe of Indians and Utah Construction & Mining Co.; and 184 acres, more or less proposed for expansion near the present Navajo Mine Plant Site:	$ 284.70
TOTAL CONSIDERATION -	$ 911.04

In witness whereof, (we/I) have hereunder set (my/our) hand(s) this 28th day of November, 1965.

WITNESSES: [illegible] Bob [illegible]

Hosteen Nez Benally

Paid by UC&M Co. Ck. No. 15877

Dated November 24, 1965

Daisy Pinto Mason #32312

R E L E A S E

For and in consideration of the total sum of $ 170.82 , as itemized below, paid to the undersigned for (h self/themselves) and (h /their) heirs, distributees, executors, administrators, and assigns, does release and forever discharge the NAVAJO TRIBE, UTAH CONSTRUCTION & MINING CO., and/or ARIZONA PUBLIC SERVICE COMPANY, their successors and assigns, from any and every claim or cause of action arising out of the loss of grazing lands on the following areas:

	Consideration
Morgan Lake, some 1,151 acres, under the control of the Navajo Tribe:	$ ---
2,032 acres under Indenture of Lease between the Navajo Tribe of Indians and Arizona Public Service Company and 421 acres more or less proposed for expansion near the present Four Corners Power Plant Site:	$ ---
That portion of the Mining Lease as presently amended between the Navajo Tribe of Indians and Utah Construction & Mining Co. located to the north of a line drawn between lease corners L56 and L75, containing approximately 5,347 acres; 38.9 acres under Mine Plant Lease between the Navajo Tribe of Indians and Utah Construction & Mining Co.; and 184 acres, more or less proposed for expansion near the present Navajo Mine Plant Site:	$ 170.82
TOTAL CONSIDERATION -	$ 170.82

In witness whereof, (we/I) have hereunder set (my/our) hand(s) this 24th day of November, 1965.

WITNESSES:

Franklin D. Sandoval

Paid by UC&M Co. Ck. No. 15882

Dated November 24, 1965

Legal & Governmental Affairs Files

Lnd 2.3.13

EXHIBIT "D"

NAVAJO NATION TERMS AND CONDITIONS
FOR RIGHT-OF-WAY (ROW)
NAVAJO TRANSITIONAL ENERGY COMPANY, LLC (GRANTEE)

1. The term of the ROW shall be extended for twenty (20) years, effective December 8, 2017 and expiring on December 7, 2037.

2. Consideration for the ROW is assessed at $410,729.24 and shall be split into three equal annual payments, the first of which being $136,909.75 to be paid to the Controller of the Navajo Nation, in lawful money of the United States, and a copy of the receipt for such payment provided to the Navajo Nation Minerals Department, or its successor within ten (10) days of approval of the ROW by the Navajo Nation. Each of the two subsequent payments (adjusted for CPI, based on the June 2017 CPI-Urban Index) shall be paid on the next two anniversaries of the approval of and consent to the grant of the ROW by the Navajo Nation.

3. The Grantee may develop, use and occupy the ROW for the purpose(s) of constructing, operating, and maintaining the access road (called the Pinto Haul Road) leading from the Grantee's mine plant lease into the Grantee's coal lease. The Grantee may not develop, use or occupy the ROW for any other purpose without the prior written approval of the Navajo Nation and the Secretary of the Interior. The approval of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation. The Grantee may not develop, use or occupy the ROW for any unlawful purpose.

4. In all activities conducted by the Grantee within the Navajo Nation, the Grantee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:

   a. Title 25, Code of Federal Regulations, Part 169;

   b. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;

   c. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq.; and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq.; and

d. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq., Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.

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

6. The Grantee shall clear and keep clear the lands within the ROW to the extent compatible with the purpose of the ROW, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during any surface disturbance activities.

7. The Grantee shall reclaim all surface lands distributed related to the ROW.

8. The Grantee shall at all times during the term of the ROW and at the Grantee's sole cost and expense, maintain the land subject to the ROW and all improvements located thereon and make all necessary and reasonable repairs.

9. The Grantee shall obtain prior written permission to cross existing rights-of-way, if any, from the appropriate parties.

10. The Grantee shall be responsible for and promptly pay all damages attributable to the development, occupancy or use of the ROW by the Grantee.

11. The Grantee shall indemnify and hold harmless the Navajo Nation and the Secretary and their respective authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of the area under the ROW by the Grantee.

12. Any assignment, conveyance or transfer by the Grantee, in any manner whatsoever, of the ROW or any interest therein, or in or to any of the improvements on the land subject to the ROW, shall be subject to the written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld at the sole discretion of the Navajo Nation.

13. The ROW may be terminated for violation of any of the terms and conditions stated herein. In addition, the ROW shall be terminable in whole or part by the Navajo Nation for any of the following causes.

    a. Failure to comply with any terms and conditions of the grant or of applicable laws or regulations;

    b. A non-use of the ROW for the purpose for which it is granted for a consecutive two-year period; and

    c. The use of the land subject to the ROW for any purpose inconsistent with the purpose for which the ROW is granted.

14. At the termination of this ROW, the Grantee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Grantee shall provide the Navajo Nation, at the Grantee's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises. All reclamation or abandonment shall be performed in accordance with all applicable Navajo Nation and applicable Federal laws, rules, and regulations.

15. Holding over by the Grantee after the termination of ROW shall not constitute a renewal or extension thereof or give the Grantee any rights hereunder or in to the land subject to the permit or to any improvements located thereon.

16. The Navajo Nation and the Secretary shall have the right, at any reasonable time during the term of the ROW to enter upon the premises, or any part thereof, to inspect the same and any improvements located thereon.

17. By acceptance of the grant of the ROW, the Grantee consents to the full territorial legislative, executive and judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgments for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by the Grantee within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.

18. By acceptance of the grant of the ROW, the Grantee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the ROW or to the Navajo Nation.

19. Any action or proceeding brought by the Grantee against the Navajo Nation in connection with or arising out of the terms and conditions of the ROW shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by the Grantee against the Navajo Nation in any court of any state.

20. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

21. Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.

22. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of the Grantee, and the term "Grantee", whenever used

herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.

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

24. By acceptance of the ROW Grant, the Grantee shall obtain rights to Navajo Nation lands in the nature of easements only; a right to pass over, occupy and reasonably use and occupy the ROW for the particular purpose herein with limited rights of ingress and egress via those particular access roads that are in existence and useable at the grant of this ROW. Such easement shall be limited term usufructuary interest consistent with all general property rights flowing from beneficial ownership of Navajo Nation lands, with no subsurface rights to any minerals or natural resources located on or within the ROW. The ROW under no circumstances or rule of law, shall be interpreted as granting a fee simple interest or creating any greater property right possessed by the Grantee other than the limited easement described herein.

(Haul Road)

APPLICATION FOR RIGHT-OF-WAY

Utah Construction & Mining Co., a corporation organized and existing under and by virtue of the laws of the State of Delaware, with its head office at San Francisco in the State of California, hereby makes application pursuant to the act of February 5, 1948, (62 Stat. 17, 25 USC 323) and in accordance with the regulations set forth in title 25 of the Code of Federal Regulations, part 161, for an exclusive right of way for the construction, maintenance, operation, use, repair, renewal and removal of a roadway, together with the right of ingress and egress, and the right of passage for automobiles, trucks and vehicles of all types, over, along and across a 100 foot wide strip of land 1.02 miles in length commencing at the boundary of the Utah Construction & Mining Co. mine plant lease from the Navajo Tribe and terminating at the boundary of the Utah Construction & Mining Co. coal mining lease from the Navajo Tribe, said right-of-way in its entirety located upon Tribal Indian lands within the Navajo Indian Reservation in San Juan County in the State of New Mexico.

The location of said right-of-way is more particularly shown and delineated on the accompanying map which has been prepared in compliance with 25 CFR 161.8 and which by this reference is hereby made a part hereof.

In the event that the right-of-way herein applied for is granted, Utah Construction & Mining Co. hereby agrees:

(a) To construct and maintain the right-of-way in a workmanlike manner.

(b) To pay promptly all damages, in addition to the deposit made pursuant to 25 CFR 161.5, determined by the Area Director to be due the landowners on account of the construction and maintenance of the right-of-way.

(c) To indemnify the landowners against any liability for damages to life or property arising from the occupancy or use of the lands by Utah Construction & Mining Co.

(d) To restore the lands as nearly as may be possible to their original condition upon the completion of construction.

(e) That Utah Construction & Mining Co. will not interfere with the use of the lands by or under authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way was granted.

IN WITNESS WHEREOF, Utah Construction & Mining Co. has caused this instrument to be executed this 5th day of September, 1967.

UTAH CONSTRUCTION & MINING CO.

By _____
VICE PRESIDENT

By _____
ASSISTANT SECRETARY

EXHIBIT "A"

STIPULATIONS
HAUL ROAD
UTAH CONSTRUCTION AND MINING COMPANY

1. The conditions under Part 161.7 of the Code of Federal Regulations, Title 25.

2. The applicant to pay for any damages to improvements and authorized surface use on Tribal lands as determined by the Tribal Land Investigation Department.

3. The Navajo Tribal lands needed for this easement will revert back to the Navajo Tribe when the land is no longer needed for said easement.

4. In the construction of the haul road, opportunity for employment will be given Navajo Indians in accordance with their availability and capability in such skilled and unskilled labor which they are qualified to perform. Wages paid to Navajo shall not be less than those paid to other persons for comparable or identical work.

5. The applicant will offer every reasonable opportunity to employ Navajos to show ability for training in additional skills which are needed in the construction, operation and maintenance of the project.

6. The applicant agrees that where soil deterioration or soil hazard is created by its activities, it will take such action as shall be necessary or shall be recommended or required by the Area Director, Navajo Area Office or his authorized representative within the scope of the usual soil conservation practices to correct or repair such deterioration or minimize such hazards.

7. The applicant agrees it will properly dispose of any and all brush and will refill all the holes, trenches or other excavations incident to the construction and maintenance of said easement which traverses Navajo Tribal land in such a way so as to minimize fire hazards and injury to livestock, and where feasible will reseed any areas of grass destroyed as a result of construction, operation or maintenance of said transmission line. Where the easement crosses fences, ditches, or other improvements maintained on Navajo Tribal lands, the applicant also agrees to install proper and necessary

[illegible], cattle guards, or such other [illegible] as may be required in order to protect the [illegible] lands.

8. The granting of this right-of-way [illegible] upon the express condition that the exercise thereof will [illegible] in any way with the leasing and administration by the Navajo Tribe of Indians, and the applicant agrees and consents to the use of [illegible] portion of the right-of-way not actually occupied by the buildings for and in connection with the said leasing and administration.

9. The applicant agrees that the grant shall include and be subject to the following provisions:

There is reserved to the Navajo Tribe, its successors and assigns, the prior right to use any of the land herein described to construct, operate, and maintain dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, and appurtenant irrigation structures, without any payment made by the Navajo Tribe or its successors for such right, with the agreement on the part of the applicant that if the construction of any or all of such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over or upon said lands should be made more expensive by reason of the existence of improvements or workings of the applicant thereon, such additional expense is to be estimated by the Area Director, Navajo Area Office, and/or the Chairman of the Navajo Tribal Council, or their authorized representatives, whose estimates are to be final and binding upon the parties hereto, and that within ninety (90) days after demand is made the applicant for payment of any such sums, the applicant will make payment thereof to the Navajo Tribe, or its successors, constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over or upon said lands, or as its option, applicant will commence the alteration or relocation of its improvements and facilities so that such improvements and facilities would not cause additional expenditures to the

Navajo Tribe or its successors. None of the foregoing provisions shall relieve an independent contractor constructing such project or projects of liability for injuries and/or damages sustained by applicant attributable to the negligence of said contractor, his agents, servants or employee.

10. Where any part of the haul road to be constructed on the site herein applied for extends across a traveled road or highway, the construction thereof shall be in compliance with the applicable State laws and requirements of the Navajo Tribe; during the work at least one-half the width of the road must be kept open to travel and, upon completion, the highway shall be restored to its original condition, any excavation to be refilled whenever, by settling or other causes, the necessity thereof may arise.

11. Any roads constructed by the applicant hereunder will be located within the limits of the right-of-way granted, unless, for reasons of terrain or existing roads, such location would not be practical or necessary. Any other location will be by permission first sought and obtained from the Navajo Tribe.

12. Applicant may, at its option, discontinue the use of and remove all or any part of the haul road constructed hereunder and shall be liable for any actual damages caused by such removal.

13. The use by the grantee of the premises shall be subject to the exercise by the Navajo Tribe of its activities necessary for the protection and maintenance of the premises, and of adjacent lands administered by it, and of wildlife found on or frequenting such premises, and other lands of the Navajo Tribe; the rights of the Navajo Tribe and individual Navajo Indians to be protected.

14. If it should be discovered that the planned location of the haul road overlays or interferes with an area occupied by a Navajo Indian shrine, the applicant will change to a location that will avoid interference with or desecration of such shrine. Amended maps will be submitted after construction is completed.

15. If archaeological sites or materials are discovered, immediate notification thereof shall be given to the Navajo Tribe. It is understood that all specimens of archaeological and paleontological materials found on these lands of the Navajo Tribe are owned

by and are the property of the Navajo Tribe. If it shall be discovered that the plan course of the said easement threatens to damage or destroy archaeological sites and materials, the applicant shall bear the costs of archaeological salvaging.

16. In the event the Navajo Tribe or other agencies connected therewith and are providing services for the Navajo Tribe, desire to have the said haul road relocated for a justifiable cause, the applicant shall relocate the said haul road and bear the cost thereof.

SCHEDULE AND APPRAISAL OF DAMAGES DUE NAVAJO ALLOTTEES/
NAVAJO TRIBE FOR A PIPE LINE RIGHT OF WAY ACROSS THE
INDIAN [illegible] PROPERTY.

UTAH CONSTRUCTION & MINING COMPANY

FARMINGTON, NEW MEXICO

Description	Facility Dwg. No.-R/W No.	Allottee	Pipe Size	Width of R/W	Right of Way in Miles	Rods	Acres	Per Rod	Value	Deposit
T28 & 29 North, R15 & 16 West, San Juan County, New Mexico	Roadway	Tribal			1.02				Damages Waived	

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
NAVAJO AREA
WINDOW ROCK, ARIZONA

We, the undersigned, hereby certify that we have examined the foregoing Schedule of Damages and Appraisement and that the amount shown represents a reasonable, just and equitable value of the right of way (and other facilities, if any) damages to the tribal/allotted land affected, and we further verily believe the said land and the rights of the Indian landowners are fully protected and that sufficient amount is now on deposit for the payment of same.

Approved:

David D. [illegible]
(Area Director) Navajo Area Office

JUN 1 [illegible] 1968
Date

Acting
Acting [illegible] Area Real Property Management Officer, Navajo Area Office

June 13, 1968
Date

CORPORATE PUBLIC
INFORMATION

GENERAL ELECTRIC

3135 EASTON TURNPIKE
FAIRFIELD, CONNECTICUT 06431

A. J. Demaris (203) 373-2002
(home) (203) 227-9166

FOR IMMEDIATE RELEASE

FAIRFIELD, CONNECTICUT, October 1, 1976. Reginald H. Jones, Chairman of General Electric Company, and Edmund W. Littlefield, Chairman of Utah International, Inc., announced today that they were very pleased that the Department of Justice has provided the companies with a favorable letter under its Business Advisory Clearance procedure. The Department stated that it "does not presently intend to bring an action to enjoin the proposed merger" of Utah with General Electric. Messrs. Jones and Littlefield also said that the proposed merger will be submitted to their respective share owners at separate meetings to be held in December 1976. Upon receipt of the share owners' approval it is the parties' present intention to complete the merger before the end of the year.

Utah and General Electric submitted a revised request for a Business Advisory Clearance letter to the Department of Justice on August 18, 1976. The revision responded to the Department of Justice's concerns expressed in its letter of July 23. At that time the Department noted the potential anti-competitive effects resulting from General Electric's role as a supplier of nuclear steam supply systems and Utah's role as a uranium mining and milling company. To resolve these concerns, the uranium assets and operations owned and conducted by Utah will be transferred to a new company wholly owned by the merged companies. The voting stock of

(more)

this new company will be deposited in a trust managed by five independent trustees. In this manner, General Electric and Utah will retain all of the earnings of the new uranium company, while control over its operations will be vested in the trustees. The GE-Utah merger is not being changed in any other respect.

As previously announced, the proposed merger is to be accomplished through a tax-free exchange of 1.3 shares of General Electric Common Stock for each share of Utah Common Stock. General Electric has approximately 184.7 million shares outstanding and Utah approximately 31.5 million.

Mr. Jones had these comments on the prospective merger. "We continue to believe that the natural resource industry will play an increasingly significant role in international economic growth. The proposed merger provides General Electric with an important opportunity to participate in this industry on an international scale, and to apply its scientific and technological skills to the increasing demands on the limited supplies of natural resources. The proposed merger will provide a probable hedge against inflation in future years and combined earnings per share will be increased on the basis of first nine-month results of fiscal 1976.

(more)

Mr. Littlefield commented that "Utah has a proud and enviable record and we have full confidence in our ability to continue to grow in the future within our fields of proven expertise. With this past record of success, however, we are conscious of a growing concentration of our more profitable businesses now and in the future by locations and markets. We thus sense a responsibility to our share owners and employees to develop a greater degree of diversification. The merger with General Electric presents new opportunities for Utah to achieve this diversification.

"General Electric is a substantial company with an established reputation and with widely diversified operations, products and markets. We believe this merger represents an unusual occasion for both Utah and General Electric share owners and their employees for enlarged prospects," concluded Mr. Littlefield.

General Electric is a leading manufacturer of electrical generating equipment, consumer products, industrial components and capital equipment. In 1975, it recorded sales of $13.4 billion and profits of $581 million. For the first six months of 1976, sales totaled $6.9 billion and earnings for the period were $316 million.

(more)

Utah has broad interests in the natural resources field, predominately outside the U.S. It is a leading producer of metallurgical coal in Australia and has positions in the mining of iron ore, copper, steam coal and uranium. It also participates in the development of oil and natural gas properties. For its fiscal year ended October 31, 1975, Utah reported sales of $686 million and profits of $112 million. For the first nine months of fiscal year 1976, Utah reported sales of $669 million and profits of $126 million.

-30-

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:00 PM 01/08/2014
FILED 01:00 PM 01/08/2014
SRV 140028829 - 2418795 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF A DOMESTIC LIMITED LIABILITY COMPANY INTO A FOREIGN LIMITED LIABILITY COMPANY

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is the Navajo Transitional Energy Co., LLC, a Foreign Limited Liability Company.

Second: The jurisdiction in which this Limited Liability Company was formed is Navajo Nation.

Third: The name of the Limited Liability Company being merged into the Limited Liability Company is the Navajo Mine Coal Company, LLC, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

Fifth: The name of the surviving foreign Limited Liability Company is the Navajo Transitional Energy Company, LLC.

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign limited Liability Company and the address thereof is 6991 East Camelback Road Suite B-308 Scottsdale, AZ 85251.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign limited liability company, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving foreign Limited Liability Company agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 6991 East Camelback Road Suite B-308 Scottsdale, AZ 85251.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by it's authorized person, this 6 day of January, A.D., 2014.

By: _____
Authorized Person

Name: Timothy McLaughlin
Print or type

State of Delaware
The Official Website for the First State

The Secretary of State of Delaware issued a certificate for THE NAVAJO TRANSITIONAL ENERGY CO., LLC whose file number is 5469883 on 01/24/2014 under request number 140028829 for authentication number 1081515.

Back

MEMBERSHIP INTEREST POWER

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, in connection with that certain Equity Interest Purchase Agreement (the "**EIPA**"), dated as of October 21, 2013, between BHP Billiton New Mexico Coal, Inc., a Delaware corporation (the "**Assignor**"), and Navajo Transitional Energy Company, LLC, a Navajo Nation limited liability company organized pursuant to Navajo Nation Council Resolution No. CAP-20-13, as amended, and under the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600, *et seq.*, as amended (the "**Assignee**"), Assignor does hereby convey, assign and transfer unto Assignee, in accordance with the terms of the EIPA, 100% of the issued and outstanding membership interests of Navajo Mine Coal Company, LLC, a Delaware limited liability company (the "**Company**"), represented by certificate no. 001 standing in the name of Assignor on the books of the Company. Assignor does irrevocably instruct the President, or other authorized person, of the Company, as attorney to transfer said membership interests of the Company to the Assignee, with full power of substitution in the premises.

Dated to be effective as of December 30, 2013.

BHP BILLITON NEW MEXICO COAL, INC.

By: Pat Risner

Name: Pat Risner

Title: President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NAVAJO MINE COAL COMPANY LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FOURTEENTH DAY OF JULY, A.D. 1994, AT 3:30 O'CLOCK P.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "BHP NAVAJO COAL COMPANY" TO "NAVAJO MINE COAL COMPANY LLC", FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2013, AT 10:55 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTIETH DAY OF DECEMBER, A.D. 2013, AT 12 O'CLOCK A.M.

CERTIFICATE OF FORMATION, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2013, AT 10:55 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTIETH DAY OF DECEMBER, A.D. 2013, AT 12 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID

Jeffrey W. Bullock, Secretary of State

2418795 8100H

AUTHENTICATION: 1013957

131477192

DATE: 12-26-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware

SECRETARY OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 898
DOVER, DELAWARE 19903

140028829

9963569 01-24-2014
FRYE LAW FIRM, P.C.
10400 ACADEMY RD NE, SUITE 310
ALBUQUERQUE NM 87111

ATTN: WILLIAM KELLY

DESCRIPTION		AMOUNT
NAVAJO MINE COAL COMPANY LLC		
2418795 0250N Merger; Non-Survivor		
Merger	*	180.00
Franchise Tax Balance	*	500.00
Franchise Tax Balance	*	500.00CR
Franchise Tax Balance		475.25CR
Franchise Tax Balance		475.25
* ITEMS WERE PREVIOUSLY BILLED FILING TOTAL		180.00
THE NAVAJO TRANSITIONAL ENERGY CO., LLC		
5469883 0250S Merger; Survivor		
Certification Fee	*	50.00
Court Municipality Fee, Wilm.	*	20.00
* ITEMS WERE PREVIOUSLY BILLED FILING TOTAL		70.00
TOTAL CHARGES		250.00
TOTAL PAYMENTS		250.00
SERVICE REQUEST BALANCE		.00

NNDFW Review No. 16ntec01a3

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.: Pinto Haul Road Right-of-Way Renewal

DESCRIPTION: NTEC is seeking approval for the renewal of an existing ROW for the BHP Pinto Haul access road. The access road is 1.02 miles in length and 100 ft. in width, or 6.73± acres

LOCATION: SE¼ of Section 36, T29N, R16W, NMPM, Nenahnezad Chapter, San Juan County, New Mexico

REPRESENTATIVE: Howard Draper, Project Review, Navajo Land Department for Navajo Transitional Energy Company, LLC (NTEC)

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: None.

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/05 JUL 2016

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)	Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife	7/6/16

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

Representative's signature Date

C:\old_pc2010\My Documents\NNHP\BRCF_2016\16ntec01a3.doc

NNDFW –B.R.C.F.: FORM REVISED 12 NOV 2009

EXHIBIT F

Document No. 005270 Date Issued: 01/12/2016

EXECUTIVE OFFICIAL REVIEW

Title of Document: NTEC, Renewal ROW Pinto Haul Road Contact Name: DRAPER, HOWARD

Program/Division: DIVISION OF NATURAL RESOURCES

Email: howarddraper@frontiernet.net Phone Number: 928/871-6447

			Sufficient	Insufficient
☐ **Business Site Lease**				
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: (recommendation only)		Date:	☐	☐
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

EOR#005270

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

			Sufficient	Insufficient
1. Division:		Date:	☐	☐
2. Office of the Attorney General:		Date:	☐	☐

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

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

☐ **Rights of Way**

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

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

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

☐ **Assignment of Mineral Lease**

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

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

1. NLD		Date: 25 Janelle	☒	☐
2. F&W		Date: 7/6/16	☒	☐
3. HPD - see attached letter		Date: 7/11/16	☒ 10/23/17	☒ Yanaw Bell
4. Minerals		Date:	☐	☐
5. NNEPA		Date:	☐	☐
6. DNR		Date:	☐	☐
7. DOJ — JC		Date: 10/13/17	☐	☒
8. OPVP		Date: 11/9/17 10/30/17	☒	☐

☐ **OTHER:**

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

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

Navajo Transitional
Energy Company

Right-of-Way Renewal
Pinto Haul Road

Located within SE ¼ of Sec 36, T29N, R16W
San Juan County, New Mexico

P.O. Box 1749 Window Rock, A.Z. 86515
1 Uranium Blvd. Shiprock, N.M. 87420

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM

RECEIVED OCT 24 2017 DEPARTMENT OF JUSTICE RECEPTIONIST DESK

DOJ
10/24/17 9:59am.
DATE / TIME
☐ 7 Day Deadline
DOC #: 005270 #3
SAS #:
UNIT: NRU

☒ RESUBMITTAL 10/17/17

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

CLIENT TO COMPLETE

DATE OF REQUEST:	10/24/2017	DIVISION:	Division Natural Resources
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	General Land Development Department
PHONE NUMBER:	871-6447 or 6401	E-MAIL:	michellehoskie@frontier.com

TITLE OF DOCUMENT: NTEC ROW Renewal - Pinto Haul Road Re-Submittal

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 10/24/17 3:34 REVIEWING ATTORNEY/ADVOCATE: Irene Chee

DATE TIME OUT OF UNIT: 10·31·17 10:45 BJ

DOJ ATTORNEY / ADVOCATE COMMENTS

Document is legally sufficient.

REVIEWED BY: (*Print*)	Date / Time	SURNAMED BY: (*Print*)	Date / Time
Irene Chee	10/30/17	V Blackhat	10/30/17 3:55 pm

Emailed.
DOJ Secretary Called: Michelle & Stevie for Document Pick Up on 10·31·17 at ~~9:34~~ 10:39 By: BJ

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

NNDOJ/DRRF-July 2013

COMPLETED

Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Incorporation of current NN ROW Standard Terms & Conditions for Trust Land is much improved over the 1967 ROW Application. Was there ever a restoration and revegetation plan submitted to the NNEPA? 2. Current NN ROW Standard Terms & Conditions for Trust Lands are an improvement over the 1967 ROW application. Was there ever a restoration and revegetation plan submitted to the NNEPA?	1. *No Reply* 2. *No Reply*	01-Feb-2017	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviwer	Navajo Nation Environmental Protection Agency	Approved	1. Please consult with our office should your project cross any waterways, ephemeral or perennial. A clean water act section 401 maybe needed. You may contact us at Navajo EPA, (928) 871-7690. Thank you.	1. *No Reply*	06-Feb-2017	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. BRCF #16nteco1a3 attached. Thank you.	1. *No Reply*	06-Feb-2017	

Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1.	As far as can be seen using township/range NNEPA finds no leaking gasoline stations in the proposed area.	1.	*No Reply*	07-Feb-2017
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1.	Any future construction on the subject Pinto Haul Road that disturbs more then 1.0 acre of land surface will require coverage under the federal Construction General Permit for storm water discharges.	1.	*No Reply*	01-Feb-2017
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	1.	Need to add CRCF and evidence of assignment of Pinto Haul Road easement to NTEC	1.	*No Reply*	09-Feb-2017
Yolanda Barney EPA (Navajo Land Title Data System - Windowrock AZ)	Public Water System Supervision Program	Navajo Nation Environmental Protection Agency	Approved		*no comments*		*No Reply*	01-Feb-2017

Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. HPD-17-086	1. *No Reply*	13-Feb-2017	
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III	Navajo Land Department NLD Administration	Approved	*no comments*	*No Reply*	15-Feb-2017	

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. In response to the Minerals Department comments, please note that the terms and conditions identified as item G must be included in the legislative packet but that the draft resolution identified as item C is not a requirement for the legislative packet. Office of Legislative Counsel will develop the resolution for the committee. Thank you.	1. *No Reply*	26-Sep-2017	BNBecker
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. approval contingent upon compliance with CWA and NNCWA and other environmental laws and regulations.	1. *No Reply*	09-Feb-2017	[illegible]
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. No comments	1. *No Reply*	10-Feb-2017	Samuel F. Diswood
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. This vote is contingent on permanent replacement of Items C. & G. with the uploaded versions in the final approval package. slp	1. *No Reply*	22-Aug-2017	Steven L Prince

THE NAVAJO NATION

HERITAGE & HISTORIC PRESERVATION DEPARTMENT

Russell Begaye
PRESIDENT

Jonathan Nez
VICE-PRESIDENT

October 23, 2017

Irvin Chee, Tribal Court Advocate
Natural Resources Unit
Department of Justice
PO Box 2010
Window Rock, Arizona 86515

RE: RECONSIDERATION AND APPROVAL OF DOCUMENT NO. DNR-5720: NAVAJO TRANSITIONAL ENERGY COMPANY (NTEC) ROW RENEWAL, PINTO HAUL ROAD, SAN JUAN COUNTY, NEW MEXICO

Dear Mr. Chee:

The Navajo Nation Heritage & Historic Preservation Department (NNHHPD) has received and reviewed your memorandum dated October 13, 2017, regarding Document No. DNR-5270: Navajo Transitional Energy Company (NTEC) ROW Renewal-Pinto Haul Road, San Juan, County, New Mexico.

On July 11, 2016, Ora Marek-Martinez denied the DNR-5207 due to the lack of an archaeological survey, however on January 30, 2017, NNHHPD reevaluated NTEC's request and realized that the undertaking for the Pinto Haul Road was only for attaining a Right-of-Way with no proposed ground surface disturbance. NNHHPD has clearly stipulated in its recent letter that a Class III Cultural Resources Inventory is not necessary for obtaining the current Pinto Haul Road Right-of-Way, however, if NTEC proposes any kind surface disturbance within the ROW for maintenance or emergency repairs, the area of potential effect (APE) will be identified & a cultural resource file search and a Class III inventory survey will be initiated in consultation with NNHHPD.

With this letter and the letter dated January 20, 2017, NNHHPD considers DNR-2720 sufficient with the understanding that NTEC will protect and manage the cultural resources in accordance with Federal and Navajo Nation Laws.

If you have any questions, or need more clarification, please do not hesitate to call Tamara Billie at 928/871-7198, or by email at tbillie@navajo-nsn.gov.

Sincerely,

Richard M. Begay, Department Manager/THPO
The Navajo Nation
Heritage & Historic Preservation Department

xc: File/HPD-17-086
NLD/GLDD

Irvin Chee

From: Ed McCool <edmccool@navajo-nsn.gov>
Sent: Wednesday, November 15, 2017 10:02 AM
To: Irvin Chee; Veronica Blackhat
Subject: Document No. DNR-5270 NTEC ROW Renewal-Pinto Haul Road, San Juan County, NM

Good Morning All,

I just received the above for legislation. In the packet is a Memorandum dated October 13th , from you both, finding it legally insufficient, concurring with NNHPD non-approval for lack of Archaeological Report etc. Your letter requests return of the package to you so you can continue the Legal Review once that issue has been resolved. The packet contains a letter dated October 23 from HHPD resolving the issue and approving of the proposal.

I'll put the packet out at the front desk so someone can come and pick it up for your further review. This packet lacks documents establishing that the ROW was transferred to NTEC; the only doc. regarding previous owner is for Utah Construction and Mining. It's the same need to show existing ownership for renewal as Doc. No. 5272 which was the subject of my November 7th email to you.

Thanks,

Ed

NAVAJO NATION DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

ETHEL B. BRANCH
ATTORNEY GENERAL

RODGERICK T. BEGAY
DEPUTY ATTORNEY GENERAL

MEMORANDUM

TO: SAS Reviewers

THROUGH: Veronica Blackhat, Assist. Attorney General
Natural Resources Unit, Dept. of Justice

FROM: Irvin Chee, Tribal Court Advocate
Natural Resources Unit, Dept. of Justice

DATE: October 13, 2017

SUBJECT: **Document No. DNR-5270: NTEC (Navajo Transitional Energy Company) ROW Renewal-Pinto Haul Road, San Juan County, NM**

The Department of Justice ("DOJ") has reviewed the above-reference packet and has the following comments:

1. The DOJ has reviewed the above-reference packet and concurs with the Navajo Nation Historic Preservation Department's ("NNHPD") concern as set forth in their memorandum dated July 11, 2016.

2. The NNHPD had raised concern that Archaeological Report and a signed Cultural Resources Compliance Form are not attached to the packet and they must be attached.

3. Because of the concern raised by NNHPD for lack of Archaeological Report and a signed Cultural Resources Compliance Form, DOJ cannot recommend surname approval of the above-reference packet until such time the concerns raised by NNHPD are addressed.

Please return this packet to DOJ after the concerns are addressed so I can complete my review. If you have any questions, please call me at 928 871-6347. Thank you.

X:\DOCSTORE3\NRU\Unit Shared Folder\NRU\2017-10-13 Doc #5270 NTEC ROW Renewal Pinto Haul Road

P.O. Box 2010 • Window Rock, Navajo Nation (AZ) 86515 • (928)871-6492/6347/6210 • FAX No. (928)871-6177

THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

July 11, 2016

Mr. Howard Draper
Navajo Land Department

RE: Navajo Nation Historic Preservation Department's INSUFFICIENT Findings for Executive Official Review of Document No. 005270- NTEC, Renewal ROW Pinto Haul Road

Dear Mr. Draper,

The Navajo Nation Historic Preservation Department[1] (HPD), hereafter NNHPD is in receipt of *the proposed NTEC, Renewal ROW Pinto Haul Road* Executive Official Review and finds it to be insufficient.

After review of the entire packet, NNHPD finds that there is no archaeological report attached. NNHPD requests that the final archaeological report be included to demonstrate that a final report was approved by NNHPD and BIA Navajo Region. In addition, there is no signed Cultural Resources Compliance Form (CRCF) attached to the packet; the signed CRCF is the final step in the archaeological compliance process and demonstrates that the project sponsor completed the process and that the undertaking may proceed.

Navajo Nation HPD requests that these documents be included in the packet, as it appears that the ROW has no clearance. If there was no previous archaeological survey, one must be completed and a technical report must be submitted to NNHPD for review and approval by both NNHPD and BIA. Therefore, the undertaking may not proceed and any damage to the resources will be punishable under the Archaeological Resources Protection Act and the Navajo Nation Cultural Resources Protection Act. Please feel free to contact me for clarification or with questions at (928)871-7198 or via email at oramm@navajo-nsn.gov; or you may contact Tamara Billie at (928)871-7880 or via email at tbillie@navajo-nsn.gov. Thank you for your time and cooperation in this matter!

Sincerely,

Ora Marek-Martinez, Ph.D., Department Manager III
Tribal Historic Preservation Officer
Navajo Nation Historic Preservation Department

CC: NNHPD FY 16 164 Review Documents

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[1] Per the Navajo Nation Cultural Resources Protection Act (CMY-19-88) §1004, HPD shall be the Navajo Nation's agency responsible for the protection, preservation and management planning for the Navajo Nation's cultural resources. The department shall be directed by the Navajo Nation Historic Preservation Officer (hereafter referred to as the "Preservation Officer") who shall advise the President of the Navajo Nation, the Navajo Nation Tribal Council, the divisions, departments, programs, agencies, authorities, enterprises and any other instrumentalities of the Navajo Nation, the federal, state and local governments, private organizations and individuals on matters pertaining to cultural resource preservation to achieve the goals of this Act on Navajo lands, and on lands in which the Navajo people have a historical interest.

THE NAVAJO NATION

Historic Preservation Department

P.O. Box 4950 • Window Rock, Arizona 86515 • (928) 871-7198

Russell Begaye
President

Jonathan Nez
Vice President

January 30, 2017

Clark A. Moseley, Management Committee Executive
Navajo Transitional Energy Company
PO Box 11
Farmington, New Mexico 87499

RE: Archaeological Approval for the Navajo Mine Pinto Haul Road Right-of-Way Renewal

Dear Mr. Moseley:

The Navajo Nation Historic Preservation Department (NNHPD) has reviewed your request for archaeological approval for the Navajo Transitional Energy Company's lease renewal of the Pinto Haul Road right-of-way located within Section 36-T.29N, R.16W & Section 07-T.28N, R.15W. The Pinto Haul Road is an existing road and Navajo Transitional Energy Company intends to use the road as is, with no need for construction or maintenance at this time. ROW renewal for the entirety of the existing 1.02-mile long with 100-ft right-of-way, or 7.054-acres more or less is deemed necessary for ingress and egress.

With the understanding that the existing road will be used and there will be no surface disturbance associated with the project, NNHPD stipulates that a Class III Cultural Resource Inventory is not necessary at this time in the Area of Potential Effect (APE). *However,* if there will be any surface disturbance within the ROW for maintenance or emergency repairs, the APE will be identified & a cultural resource file search, Class I and if need be, a Class III cultural resources inventory survey will be initiated in consultation with the NNHPD.

If you have any questions, or need more clarification, please do not hesitate to call Tamara Billie at 928/871-7198, or by email at tbillie@navajo-nsn.gov.

Approval:

Tamara Billie, Senior Archaeologist/Acting THPO
The Navajo Nation
Historic Preservation Department

Concurrence:

Sharon Pinto, Regional Director
Bureau of Indian Affairs
Navajo Regional Office

xc: File/HPD-17-086

1/31/2017