

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

AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE RENEWAL AND EXTENSION OF A GRANT OF RIGHT-OF-WAY PREVIOUSLY APPROVED TO CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC. TO OPERATE AND MAINTAIN A 14.4 KV DISTRIBUTION LINE PREVIOUSLY APPROVED PURSUANT TO RESOURCES COMMITTEE RESOLUTION NO. RCJN-104-96 ON NAVAJO NATION TRUST LANDS IN BECENTI CHAPTER, NAVAJO NATION (MCKINLEY COUNTY, NEW MEXICO)

BE IT ENACTED:

SECTION ONE. AUTHORITY

Pursuant to 2 N.N.C. Section 502(B)(2), the Resources and Development Committee of the Navajo Nation Council has authority to give final approval of all land withdrawal, non-mineral leases, permits, licenses, rights-of way, surface easements and bonding requirements on Navajo Nation land and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and termination.

SECTION TWO. FINDINGS

A. The Continental Divide Electric Cooperative, Inc. (CDEC), 200 E. High St., P.O. Box 1087, Grants, New Mexico 87020 has submitted a letter requesting of renewal of right-of-way to the 14.4 kV Distribution Line that will increase the term length for another twenty (20) years at Becenti Chapter, Navajo Nation (San Juan County, New Mexico). The letter is attached hereto and incorporated herein as Exhibit "1"; and

B. Pursuant to Resources Committee Resolution No. RCJN-104-96, the Resources Committee of the Navajo Nation Council approved the Grant of Right-of-Way to Continental Divide Electric Cooperative, Inc. to construct, operate and maintain a 14.4 kV Distribution Line in Becenti Chapter. RCJN-104-96 is attached hereto and incorporated herein as Exhibit "2"; and

C. The Navajo Land Department Project Review Section had already obtained the consent of the affected land users (i.e. Grazing Permittees) as noted in Exhibit "2"; and

D. The environmental and archaeological studies have been completed and approved as noted in Exhibit "2" and environmental and archaeological studies are attached hereto.

SECTION THREE. APPROVAL

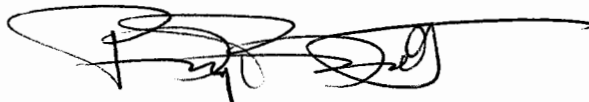
A. The Resources and Development Committee of the Navajo Nation Council hereby approves the renewal and extension of a Grant of Right-of-Way to Continental Divide Electric Cooperative, Inc. 14.4 kV electric distribution line to increase the term length for another twenty (20) year term in Becenti Chapter, San Juan County, New Mexico. The location is more particularly described on the survey map previously approved and attached hereto as Exhibit "3."

B. The Resources and Development Committee of the Navajo Nation Council hereby approves the right-of-way subject to, but not limited to, the following terms and conditions attached hereto and incorporated herein as Exhibit "4."

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.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Navajo Department of Transportation, (Navajo Nation) Tse Bonito, New Mexico, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 12th day of July, 2016.



**Benjamin Bennett, Vice-Chairperson
Resources and Development Committee
Of the 23rd Navajo Nation Council**

**Motion: Honorable Davis Filfred
Second: Honorable Leonard Pete**



CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.



200 E. High St. • P.O. Box 1087 • Grants, New Mexico 87020 • (505) 285-6656 • Fax (505) 287-2234

August 20, 2015

Navajo Land Department
Division of Natural Resources
Attn: Howard Draper, Program & Project Specialist
PO Box 2249
Window Rock, Arizona 86515

Re: Renewal of right-of-way number E-NM-96-24, Becenti Chapter Area

Dear Mr. Draper,

Let this letter serve as a request from Continental Divide Electric Cooperative to renew right-of-way number E-NM-96-24. This is a 14.4/24.9 kv electrical distribution line. This application is in conformity of the 25 CFR 169 and consists of the following:

- \$500.00 Check #130491 – Filing Fee
- Affidavit of Completion – 3 Originals
- Affidavit of No Deviation – 3 Originals
- Right-of-way Renewal Application – Navajo Tribal Trust Land
- Copy of Grant of Easement for Right-of-way (Please note width should be 20' ft. "TYPO")
- Legal Description & Informative Statement
- Resolution RCJN-104-96
- Secretary's Certificate, Certificate of Incorporation
- Copy of Maps (4 sets)

If you have any questions, please contact our office at your convenience.

Sincerely,

Debbie Olivar
Technical Engineer/ROW

Enclosures

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Approving the Grant of a Right-of-Way to Continental Divide Electric Cooperative, Inc., to Construct, Operate and Maintain Distribution Line On, Over and Across Navajo Tribal Trust Lands within Becenti Chapter, McKinley County, New Mexico

WHEREAS:

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

2. The Continental Divide Electric Cooperative, Inc. (CDEC), Post Office Box 1087, Grants, New Mexico 87020, has submitted a right-of-way application (attached hereto as Exhibit "A") to construct, operate and maintain a 14.4 kV distribution line to serve Navajo families within the Becenti Chapter; and

3. The proposed right-of-way on Navajo Tribal Trust land is 8,459 feet in length, 20 feet wide, consisting of 3.88 acres, more or less, within Sections 3 & 23, Township 18 North, Range 13 West; Sections 11 & 23, Township 19 North, Range 13 West; Section 17, Township 19 North, Range 12 West; and Section 33, Township 20 North, Range 12 West, NMPM, McKinley County, New Mexico. The location is more particularly described on the attached maps marked as Exhibit "B"; and

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

5. All environmental and archaeological studies have been completed and are attached hereto.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council hereby approves the grant of a right-of-way of 3.88 acres, more or less, to Continental Divide Electric Cooperative, Inc. to construct, operate and maintain a 14.4 kV distribution line to serve Navajo families within the Becenti Chapter, McKinley County, New Mexico. Said right-of-way is more particularly described in Exhibit "B".

2. The Resources Committee of the Navajo Nation Council approves the grant of the right-of-way, subject to, but not limited to, the terms and conditions attached hereto as Exhibit "D".

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

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 27th day of June, 1996.



Elmer L. Milford, Chairperson
Resources Committee

Motion: Andrew Tso
Second: Willis Peterson

TERMS AND CONDITIONS
FOR CONTINENTAL DIVIDE ELECTRIC COOP., INC.
RIGHT-OF-WAY WITHIN BECENTI CHAPTER

- a. The term of the right-of-way shall be twenty (20) years effective the date of approval of the right-of-way by the Navajo Nation.
- b. Consideration for the grant of the right-of-way is assessed at \$43,576.67 and is contributed to the project because the right-of-way is for electric powerline extensions to service Navajo families in the Becenti Chapter of the Navajo Nation.
- c. 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 may be hereafter in force and effect, including but not limited to the following:
 - i. Title 25, Code of Federal Regulations, Part 169;
 - ii. All applicable Federal and Tribal antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices; and
 - iii. The Navajo Preference in Employment Act, 15 ^{N.N.C.} ~~N.T.C.~~ §§ 601 et seq., and the Navajo Nation Business Preference Law, 5 ^{N.N.C.} ~~N.T.C.~~ §§ 201 et seq.;
 - iv. The Navajo Nation Water Code, 22 ^{N.N.C.} ~~N.T.C.~~ § 1101 et seq. Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Department of Water Resources Management.
 - v. 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 operation pursuant to the right-of-way; and the Grantee shall comply with the air pollution control practices for minimizing emissions as specified in 40 C.F.R. Part 60, Subpart I, Standards of Performance for Hot Mix Asphalt Facilities; and the Grantee shall submit all applicable permits and information to the Navajo Nation Air Quality Control Program, Navajo Nation Environmental Protection Agency (NNEPA).
- d. The Grantee shall clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during construction and maintenance of the project.

- e. The Grantee shall reclaim all surface disturbed lands related to the project, as outlined in a restoration and revegetation plan, which shall be submitted to, and must be approved by, the NNEPA, prior to any surface disturbance. The Grantee shall comply with all provisions of such restoration and revegetation plan and shall notify the Director of the NNEPA immediately upon completion of construction of the project so that a site inspection can be made.
- f. The Grantee shall at all times during the term of the right-of-way from the appropriate parties before constructing the proposed project.
- h. The Grantee shall be responsible for and promptly pay all damages when they are sustained.
- i. The Grantee shall indemnify and hold harmless the Navajo Nation and its authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the construction, maintenance, occupancy or use of lands by the Grantee.
- j. The Grantee shall not assign, convey or transfer, in any manner whatsoever, the right-of-way or any interest therein, or in or to any of the improvements on the land, without prior written consent of the Navajo Nation and the Secretary. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
- k. The Navajo nation may terminate the right-of-way for violation of any or the terms and conditions stated herein. In addition, the right-of-way shall be terminable in whole or in part by the Navajo Nation for any of the following causes:
 - i. Failure to comply with any terms and conditions of the grant or of applicable laws and regulations;
 - ii. A non-use of the right-of-way for the purpose for which it is granted for a consecutive two year period;
 - iii. An abandonment of the right-of-way;
 - iv. The use of lands for any purpose inconsistent with the purpose for which the right-of-way is granted.
- l. At the termination of this right-of-way, the Grantee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Grantee shall provide the Navajo Nation, at the Grantees sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.
- m. Holding over by the Grantee after the termination of the right-of-way shall not constitute a renewal or extension thereof or give the Grantee any rights hereunder or in or to the land or to any improvements located thereon.

- n. The Navajo Nation and the Secretary shall have the right, at any reasonable time during the term of the right-of-way, to enter upon the premises, or any part thereof, to inspect the same and any buildings and other improvements erected or placed thereon.
- o. Except as may be prohibited by applicable Federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
- p. By acceptance of the grant of right-of-way, the Grantee consents to the jurisdiction of the Navajo Nation, including but not limited to, 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 on the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
- q. Any action or proceeding brought by the Grantee against the Navajo Nation in connection with or arising out of the terms and conditions of the right-of-way shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by the Grantee against the Navajo Nation in any court of any state.
- r. Nothing contained herein shall be construed to affect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation.
- s. 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.
- t. If the Navajo Nation or the Navajo Tribal Utility Authority (an entity of the Navajo Nation) takes over the powerline, the grantee shall be reimbursed the construction and engineering costs less depreciation.

TERMS AND CONDITIONS
FOR CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.
RIGHT-OF-WAY WITHIN BECENTI CHAPTER

- a. The term of the right-of-way shall be twenty (20) years effective the date of approval of the right-of-way by the Navajo Nation.
- b. Consideration for the grant of the right-of-way is assessed at \$43,576.67 and is contributed to the project because the right-of-way is for electric powerline extensions to service Navajo families in the Becenti Chapter of the Navajo Nation.
- c. 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 may be hereafter in force and effect, including but not limited to the following:
 - i. Title 25, Code of Federal Regulations, Part 169;
 - ii. All applicable Federal and Tribal antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices; and
 - iii. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Preference Law, 5 N.N.C. §§ 201 et seq.;
 - iv. The Navajo Nation Water Code, 22 N.N.C. §1101 et seq. Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Department of Water Resources Management.
 - v. 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 operation pursuant to the right-of-way; and the Grantee shall comply with the air pollution control practices for minimizing emissions as specified in 40 C.F.R. Part 60, Subpart I, Standards of Performance for Hot Mix Asphalt Facilities; and the Grantee shall submit all applicable permits and information to the Navajo Nation Air Quality Control Program, Navajo Nation Environmental Protection Agency (NNEPA).
- d. The Grantee shall clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during construction and maintenance of the project.
- e. The Grantee shall reclaim all surface disturbed lands related to the project, as outlined in a restoration and revegetation plan, which shall be submitted to, and must be approved by, NNEPA, prior to any surface disturbance. The Grantee shall comply with all provisions of such restoration and revegetation plan and shall notify the Director of the

NNEPA immediately upon completion of construction of the project so that a site inspection can be made.

- f. The Grantee shall at all times during the term of the right-of-way from the appropriate parties before construction the proposed project.
- g. The Grantee shall be responsible for and promptly pay all damages when they are sustained.
- h. The Grantee shall indemnify and hold harmless the Navajo Nation and its authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the construction, maintenance, occupancy or use of lands by the Grantee.
- i. The Grantee shall not assign, convey or transfer, in any manner whatsoever, the right-of-way or any interest therein, or in or to any of the improvements on the land, without prior written consent of the Navajo Nation and the Secretary. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
- j. The Navajo Nation may terminate the right-of-way for violation of any of the terms and conditions stated herein. In addition, the right-of-way shall be terminable in whole or in part by the Navajo Nation for any of the following causes:
 - i. Failure to comply with any terms and conditions of the grant or of applicable laws and regulations;
 - ii. A non-use of the right-of-way for the purpose for which it is granted for a consecutive two year period;
 - iii. An abandonment of the right-of-way;
 - iv. The use of lands for any purpose inconsistent with the purpose for which the right-of-way is granted.
- k. At the termination of this right-of-way, the Grantee shall peaceably and without legal process deliver up the possession or 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 Grantees sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.
- l. Holding over by the Grantee after the termination of the right-of-way shall not constitute a renewal or extension thereof or give the Grantee any rights hereunder or in or to the land or to any improvement located thereon
- m. The Navajo Nation and the Secretary shall have the right, at any reasonable time during the term of the right-of-way, to enter upon the premises, or any part thereof, to inspect the same and any buildings and other improvements erected or placed thereon.

- n. Except as may be prohibited by applicable Federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
- o. By acceptance of the grant of right-of-way, the Grantee consents to the jurisdiction of the Navajo Nation, including but not limited to, 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 on the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
- p. Any action or proceeding brought by the Grantee against the Navajo Nation in connection with or arising out of the terms and conditions of the right-of-way shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by the Grantee against the Navajo Nation in any court of any state.
- q. Nothing contained herein shall be construed to affect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation.
- r. 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.
- s. If the Navajo Nation or the Navajo Tribal Utility Authority (an entity of the Navajo Nation) takes over the powerline, the grantee shall be reimbursed the construction and engineering costs less depreciation.

TERMS AND CONDITIONS
FOR CONTINENTAL DIVIDE ELECTRIC COOP., INC.
RIGHT-OF-WAY WITHIN BECENTI CHAPTER

a. The term of the right-of-way shall be Twenty (20) years, *effective the date of approval of the right-of-way by the Navajo Nation.*

b. Consideration for the grant of the right-of-way is hereby waived, *at \$43,576.67 and is contributed to the project* because the right-of-way is for electric powerline extensions to service Navajo families in the Becenti Chapter of the Navajo Nation.

c. 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 may be hereafter in force and effect, including but not limited to the following:

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

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

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

iv. The Navajo Nation Water Code, 22 N.T.C. § 1101 et seq. Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Department of Water Resources Management.

v. 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 operation pursuant to the right-of-way; and the Grantee shall comply with the air pollution control practices for minimizing emissions as specified in 40 C.F.R. Part 60, Subpart I, Standards of Performance for Hot Mix Asphalt Facilities; and the Grantee shall submit all applicable permits and information to the Navajo Nation Air Quality Control Program, Navajo Nation Environmental Protection Agency (NNEPA).

d. The Grantee shall clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during construction and maintenance of the project.

- n. The Navajo Nation and the Secretary shall have the right, at any reasonable time during the term of the right-of-way, to enter upon the premises, or any part thereof, to inspect the same and any buildings and other improvements erected or placed thereon.
- o. Except as may be prohibited by applicable Federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
- p. By acceptance of the grant of right-of-way, the Grantee consents to the jurisdiction of the Navajo Nation, including but not limited to, 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 on the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
- q. Any action or proceeding brought by the Grantee against the Navajo Nation in connection with or arising out of the terms and conditions of the right-of-way shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by the Grantee against the Navajo Nation in any court of any state.
- r. Nothing contained herein shall be construed to affect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation.
- s. 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.
- t. *If the Navajo Nation or an entity of the Navajo Tribal Utility Authority (an entity of the Navajo Nation) takes over the powerline, the Grantee shall be reimbursed the construction ^{and engineering} costs less depreciation.*



CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.



200 E. High St. • P.O. Box 1087 • Grants, New Mexico 87020 • (505) 285-6656 • Fax (505) 287-2234

January 14, 2016



Navajo Land Department
PO Box 2249
Window Rock, Arizona 86515
Attention: Project Review, Mr. Howard Draper

Re: ROW # E-NM-96-24, Becenti Chapter Area, Topo request

Dear Mr. Howard Draper,

Per your letter dated January 11, 2016, enclosed is the requested topographic map for ROW #E-NM-96-24, Becenti Chapter. We received a prior request and it was emailed to you on December 22, 2015.

If you have any questions or need additional information, please contact me at your convenience.

Sincerely,

Debbie Olivar
ROW/Eng

Enclosure





EXHIBIT

NAVAJO NATION RIGHT-OF-WAY TERMS AND CONDITIONS

Continental Divide Electric Cooperative, Inc. (GRANTEE) (Becenti Renewal)

1. The term of the right-of-way shall expire on June 27, 2036 or twenty (20) years from the date the right-of-way is approved by the Secretary of the Interior, which ever date occurs first.
2. Consideration for the right-of-way is assessed at \$65,094.64 and shall be contributed to the project to provide electricity in the vicinity at the Becenti Chapter to the Navajo families.
3. The Grantee may develop, use and occupy the right-of-way for the purpose(s) of operating and maintaining a 14.4/24.9kV electrical distribution line. The Grantee may not develop, use or occupy the right-of-way for any other purpose, nor allow others to use or occupy the right-of-way for any other purpose, without the prior written approval of the Navajo Nation and the Secretary of the Interior. The approval of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation. The Grantee may not develop, use or occupy the right-of-way for any unlawful purpose.
4. In all activities conducted by the Grantee within the Navajo Nation, the Grantee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:
 - a. Title 25, Code of Federal Regulations, Part 169; subject to the terms of this right-of-way.
 - b. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
 - c. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq.; and
 - d. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq. Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
 - e. All applicable Navajo Nation taxes.
5. The Grantee shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations pursuant to the right-of-way.
6. The Grantee shall clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and shall dispose of all vegetation and other materials cut, uprooted or otherwise accumulated during any surface disturbance activities.

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

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

BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: CDEC Renewal of Becenti Right-of-Way, #E-NM-94-24

DESCRIPTION: The Continental Divide Electric Cooperative, Inc. proposes the renewal of existing 14.4/24.9kV electrical distribution line ROW's crossing Navajo Fee Land. The ROW is 8,459 ft. in length and 20 ft. wide or 3.88± acres.

LOCATION: Section 3 & 23, T18N, R13W, Section 7, T18N, R12W, Section 11 & 23, T19N, R13W, Section 17, T19N, R12W, Section 33, T20N, R12W, NMPM, Becenti Chapter, McKinley County, New Mexico

REPRESENTATIVE: Howard Draper, Project Review, Navajo Land Department

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

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

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3. Raptor Sensitive Area (RSA) at all ROWs.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA


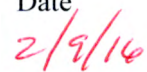
AVOIDANCE / MITIGATION MEASURES: Na

CONDITIONS OF COMPLIANCE*: [1] The CDEC shall retrofit existing facilities for raptor safety as upgrades occur in Section 3 & 23, T18N, R13W, Section 7, T18N, R12W, Section 11 & 23, T19N, R13W, Section 17, T19N, R12W, Section 33, T20N, R12W per Raptor Electrocutation Prevention Regulations (REPR).

FORM PREPARED BY / DATE: Pamela A. Kyselka/08 FEB 2016

COPIES TO: (add categories as necessary)

☒ 61X ☐ _____

2 NTC § 164 Recommendation: <input type="checkbox"/> Approval <input checked="" type="checkbox"/> Conditional Approval (with memo) <input type="checkbox"/> Disapproval (with memo) <input type="checkbox"/> Categorical Exclusion (with request letter) <input type="checkbox"/> None (with memo)	Signature <div style="text-align: center; font-family: cursive; color: red; font-size: 1.2em;">  </div> <p>Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife</p>	Date <div style="text-align: center; color: red; font-size: 1.2em;">  </div>
--	---	---

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

Representative's signature

Date



PRESIDENT
RUSSELL BEGAYE
VICE PRESIDENT
JONATHAN NEZ

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

08 February 2016

EOR004926

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

Dear Ms. Olivar,

The Navajo Nation Department of Fish and Wildlife (NNDFW) reviewed Executive Official Review No. 004926 for Continental Divide Electric Cooperative, Inc.'s (CDEC) proposal to renew the Becenti Right-of-Way number #E-NM-94-24 located in the Becenti Chapter, McKinley County, New Mexico. The proposed ROW renewal is approved with the following condition:

[1] The CDEC shall retrofit existing facilities for raptor safety as upgrades occur in Section 3 & 23, T18N, R13W, Section 7, T18N, R12W, Section 11 & 23, T19N, R13W, Section 17, T19N, R12W, Section 33, T20N, R12W per Raptor Electrocution Prevention Regulations (REPR).

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

Sincerely,

Pamela A. Kyselka, Wildlife Biologist
Navajo Natural Heritage Program

CONCURRENCE

Gloria Tom, Director
Department of Fish and Wildlife

2/9/16
Date

xc: CONS-100-16
 BIA

Affidavit of Completion

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

Jose Molina, Engineering Supervisor, Being first duly sworn, say that he is the Engineering Supervisor of Continental Divide Electric Cooperative, Inc.; that the right-of-way has been constructed under his supervision for a distance of 1.602 miles across a portion of Navajo Tribal Trust Land: That this construction began on 1/15/1997 and was completed on 2/15/1997; that the right-of-way does not materially deviate from the approved plans, notes, and maps filed July 27, 1995.



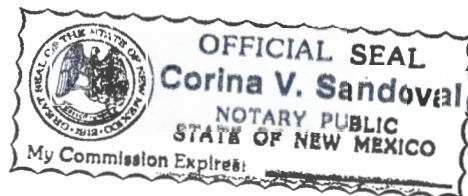
Jose Molina, Engineering Supervisor

Subscribed and sworn to before me this 14th day of August, 2015.



Notary Public


My commission expires May 5, 2017.



Affidavit of Completion

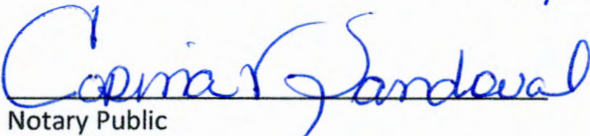
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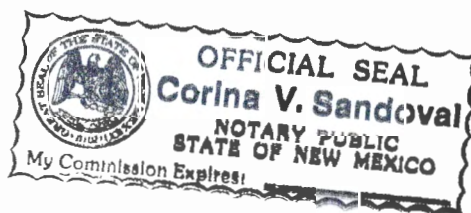
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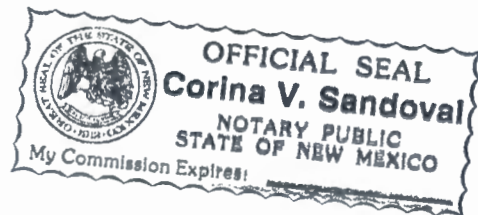
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Subscribed and sworn to before me this 14th day of August, 2015.



Notary Public

My commission expires May 5, 2017.



Affidavit of No Deviation

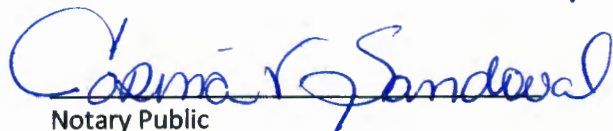
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) ss.
COUNTY OF CIBOLA)

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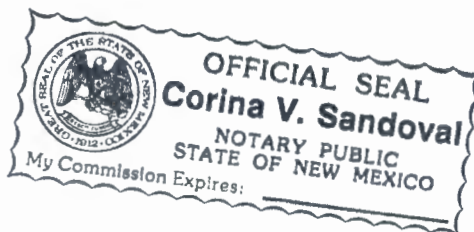
Jose Molina, Engineer

Subscribed and sworn to before me this 14th day of August, 2015



Notary Public

My commission expires May 5, 2017.



Affidavit of No Deviation

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

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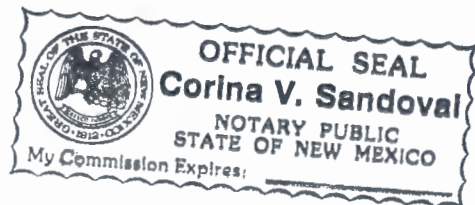
Jose Molina, Engineer

Subscribed and sworn to before me this 14th day of August, 2015



Notary Public

My commission expires May 5, 2017.



Affidavit of No Deviation

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

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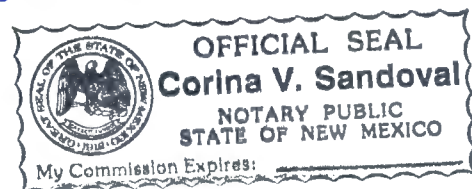
Jose Molina, Engineer

Subscribed and sworn to before me this 14th day of August, 2015



Notary Public

My commission expires May 5, 2017.



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

RIGHT-OF-WAY RENEWAL APPLICATION

NAVAJO TRIBAL TRUST LAND DESCRIPTION: Section 3 & 23, T18N, R13W, Section 7, T18N, R12W, Section 11 & 23, T19N, R13W, Section 17, T19N, R12W, Section 33, T20N, R12W, all within NMPM, McKinley County New Mexico.

COMES NOW THE APPLICANT Continental Divide Electric Cooperative, Inc. of this 24 day of August, 20 15, who hereby petition(s) the Navajo Nation and respectfully files under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application of a 20 year (term of years) right-of-way renewal for the following purposes and reasons:

Renewal of right-of-way number #E-NM-96-24 Becenti Line Extensions, Becenti Chapter Area

Across the following described restricted land (easement description)

Section 3 & 23, T18N, R13W, Section 7, T18N, R12W, Section 11 & 23, T19N, R13W, Section 17, T19N, R12W, Section 33, T20N, R12W, all within NMPM McKinley County New Mexico

Said right-of-way renewal to be 8,459' feet in length, 20' feet in width, and 3.88 acres in size (or area), as shown on attached map of definite location, attached hereto, and made a part hereof.

SAID APPLICANT UNDERSTANDS AND EXPRESSLY AGREES TO THE FOLLOWING STIPULATIONS:

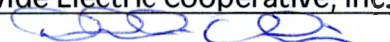
1. To construct and maintain the right-of-way renewal in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction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

4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the right-of-way renewal was granted.
5. To clear and keep clear the lands within the right-of-way renewal to the extent compatible with the purpose of the right-of-way renewal; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way renewal.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way renewal.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way renewal.
9. That upon revocation or termination of the right-of-way renewal, the applicant shall, so far as 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 renewal is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

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

DATE August 24, 2015

APPLICANT Continental Divide Electric Cooperative, Inc.
Debbie Olivar 

TRIBAL XXX
INDIVIDUALLY OWNED XXX
GOVERNMENT OWNED
RIGHT-OF-WAY BECENTI EXTENSIONS
REFERENCE NO. E-NM-96-24

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(s) "I" & "II" hereof, acting by and through the Area Director, Navajo Area, Bureau of Indian Affairs, Department of the Interior, Gallup, New Mexico 87305, hereinafter referred to as "Grantor", under authority contained "Pursuant to Secretarial Redelelegation Order 209 DM 8, Secretary's Order Nos. 3150 & 3177, as amended, and 10 BIAM Bulletin 13, as amended," and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. Subsection 323-328), and Part 169, Title 25, Code of Federal Regulations, in consideration of \$ Waived and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to the CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC. (CDEC), P.O. Box 1087, Grants, New Mexico 87020, hereinafter referred to as "Grantee", an easement for a right-of-way for the following purpose(s), namely: Construction, Operation and Maintenance of the Becenti 14.4 kV Single Phase Powerline Extensions over, across, in and upon the following described lands located in the Becenti Chapter, County of McKinley, State of New Mexico.

The said easement, as shown on the Map No(s) entitled "Becenti 1993 Permit Map, NM-7-11/12(sheet 1 of 2) & NM-7-5/6(sheet 2 of 2), marked Exhibit(s) "II", attached hereto, is limited to and more particularly described as a twenty (20) foot (6.096 meters) rights-of-way across both Navajo Tribal and various New Mexico Allotted Trust Lands, all being 30,376 feet (9,258.60 meters) or 5.75 miles (9.25 kilometers) in length, containing 13.95 acres (5.64 hectares *), more or less, located within Section 18, Township 18 North, Range 12 West; SW/4 Section 3, SE/4 Section 4, N/4 Section 10, NE/4 Section 12, S/2 Section 14, NE/4 Section 23, Township 18 North, Range 13 West; SW/4 Section 6, SW/4 Section 8, W/2 Section 17, Township 19 North, Range 12 West; S/2 Section 11, SE/4 Section 14, NE/4 Section 23, Section 24, Township 19 North, Range 13 West; Section 33 Township 20 North, Range 12 West, NMPM, New Mexico.

Said right-of-way is distributed as follows:

<u>Parcel</u>	<u>Length</u>	<u>Width</u>	<u>Miles</u>	<u>Acres</u>
"TRIBAL"	8,459.00'	30.00'	1.602	3.88
"Al. 144"	536.00'	20.00'	0.102	0.25

<u>Parcel</u>	<u>Length</u>	<u>Width</u>	<u>Miles</u>	<u>Acreage</u>
"Al. 059214"	1,071.00'	20.00'	0.203	0.49
"Al. 060813"	552.00'	20.00'	0.105	0.25
"Al. 060814"	270.00'	20.00'	0.051	0.12
"Al. 060816"	2,624.00'	20.00'	0.497	1.21
"Al. 060817"	1,653.00'	20.00'	0.313	0.76
"Al. 060823"	4,313.00'	30.00'	0.817	1.99
"Al. 060828"	513.00'	30.00'	0.097	0.24
"Al. 060837"	1,605.00'	30.00'	0.304	0.74
"Al. 060839"	409.00'	30.00'	0.077	0.19
"Al. 060969"	727.00'	30.00'	0.138	0.33
"Al. 062158"	494.00'	30.00'	0.094	0.23
"Al. 062159"	330.00'	30.00'	0.063	0.15
"Al. 060834"	1,897.00'	30.00'	0.359	0.87
<hr/>				
Total	30,376.00'		5.754	13.95

SUMMARY BY LAND STATUS

"TRIBAL LAND"	8,459.00'	30.00'	1.602	3.88
"ALLOTTED LAND"	21,917.00'	30.00'	4.152	10.07

Said right-of-way is more particularly described in the right-of-way description for CDEC proposed 14.4/24.9 kV Single Phase Powerline, marked Exhibit "I" attached hereto which by this reference is made a part hereof.

Said easement is subject to "Navajo Area Land Clearing, Excavation and Reclamation Stipulations for Rights-of-Way over Indian Land".

Said easement is further subject to compliance with the stipulations contained in the archaeological clearance (archaeological report No. NNHPD 94-490, other No. NNAD-92-512) dated November 14, 1994.

Said easement and any condition stated herein which is inconsistent or in conflict with 25 CFR Part 169 and other applicable federal law shall have no force and effect to the extent of the inconsistency or the conflict.

This easement is subject to any valid existing right or adverse claim and is [for a term of twenty (20) years, shall commence upon Secretary's approval, and] so long as said easement shall be actually used for the purpose above specified; PROVIDED, nothing herein shall prevent

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

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

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

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

E. Failure to comply with stipulations contained in the letter of the President, Navajo Nation, dated July 11, 1996, and supporting Resources Committee Resolution Number RCJN-104-96, however any condition stated herein which is inconsistent or in conflict with 25 CFR Part 169 and other applicable federal law shall have no force and effect to the extent of the inconsistency or the conflict.

F. - - - -

G. - - - -

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

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 31st day of December, 1996.

UNITED STATES OF AMERICA

By Genni Henderson
(Name)

ACTING Area Director **DEC 31 1996**
(Title)

U. S. DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Navajo Area Office
P. O. Box 1060
Gallup, New Mexico 86305

LEGAL DESCRIPTION
AND
INFORMATIVE STATEMENT

Permit Map 1

The accompanying maps, dated July 13, 1993, show a centerline survey for power line right-of-way easements for the Continental Divide Electric Cooperative, Inc of Grants, New Mexico and are more particularly described as follows:

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

Beginning at station 0+00, a point on an existing line in the SE 1/4 of section 24, T19N, R13W, NMPM, the parcel being Indian Allotment 060837, and from which point the NW corner of section 24 bears N54°57'W a distance of 5664 feet,

Thence N88°21'W a distance of 778 feet across Indian Allotment land to station 7+78, an angle point,

Thence N52°37'W a distance of 827 feet to station 16+05 where the centerline enters the NE 1/4 of section 24, the parcel being Indian Allotment 060839,

Thence continuing N52°37'W a distance of 409 feet to station 20+14 where the centerline enters the NW 1/4 of section 24, the parcel being Indian Allotment 060823,

Thence continuing N52°37'W a distance of 1773 feet to station 37+87 from which point a tap extends S38°04'W a distance of 708 feet to station 7+08,

Thence continuing N52°37'W from station 37+87, a distance of 1832 feet to station 56+19, where the centerline enters section 23, T19N, R13W, the parcel being Tribal Trust land,

Thence continuing N52°37'W a distance of 469 feet across Tribal Trust land to station 60+88 where the centerline enters the SE 1/4 of section 14, the parcel being Indian Allotment 059214,

Thence continuing N52°37'W a distance of 256 feet across Indian Allotment land to station 63+44, an angle point,

Thence N02°16'W a distance of 815 feet to station 71+59, the end of the line and from which point the SE corner of section 14 bears S31°49'E a distance of 1132 feet.

Beginning at station 0+00, a point on an existing line in section 23, T18N, R13W, NMPM, the parcel being Tribal Trust land and from which point the NE corner of section 23 bears N45°05'E a distance of 1875 feet,

Thence N25°54'W a distance of 1259 feet across Tribal Trust land to station 12+59, an angle point,

Thence N62°49'W a distance of 426 feet to station 16+85, where the centerline

EXHIBIT "I"

enters the SE 1/4 of section 14, the parcel being Indian Allotment 062159,

Thence continuing N62°49'W a distance of 330 feet across Indian Allotment land to station 20+15, where the centerline enters the SW 1/4 of section 14, the parcel being Indian Allotment 062158,

Thence continuing N62°49'W a distance of 494 feet to station 25+09, the end of the line and from which point the SE corner of section 14 bears S82°45'E a distance of 3014 feet.

Beginning at station 0+00, a point on an existing line in the SE 1/4 of section 7, T18N, R12W, NMPM, the parcel being Tribal Trust land and from which point the 1/4 corner between sections 17 and 18 bears S30°44'E a distance of 3037 feet,

Thence S05°59'E a distance of 2 feet across Tribal Trust to station 0+02, where the centerline enters the NE 1/4 of section 18, the parcel being Indian Allotment 060816,

Thence continuing S05°59'E a distance of 2624 feet across Indian Allotment land to station 26+26, where the centerline enters the SE 1/4 of section 18, the parcel being Indian Allotment 060817,

Thence continuing S05°59'E a distance of 1653 feet across Indian Allotment land to station 42+79, the end of the line and from which point the 1/4 corner between sections 17 and 18 bears N33°54'E a distance of 1982 feet.

Beginning at station 0+00, a point on an existing line in the SW 1/4 of section 18, T18N, R12W, NMPM, the parcel being Indian Allotment 060834, and from which point the 1/4 corner between sections 17 and 18 bears N62°24'E a distance of 4068 feet,

Thence N13°30'W a distance of 265 feet across Indian Allotment land to station 2+65, an angle point,

Thence N05°11'W a distance of 1632 feet to station 18+97, where the centerline enters the NW 1/4 of section 18, the parcel being Indian Allotment 060814,

Thence continuing N05°11'W a distance of 270 feet to station 21+67, the end of the line, and from which point the 1/4 corner between sections 17 and 18 bears S86°01'E a distance of 3848 feet.

Beginning at station 0+00, a point on an existing line in the NE 1/4 of section 12, T18N, R13W, NMPM, the parcel being Indian Allotment 060813,

Thence S74°00'W (magnetic bearing) a distance of 552 feet across Indian Allotment land to station 5+52, the end of the line and from which point the NE corner of section 12 bears N43°43'E a distance of 835 feet.

Beginning at station 0+00, a point on an existing line in the SE 1/4 of section 10, T18N, R13W, NMPM, the parcel being Indian Allotment 736, and from which point the 1/4 corner between sections 3 and 10 bears N15°48'W a distance of 2774 feet,

Thence N40°26'W a distance of 46 feet across Indian Allotment land to station

0+46, where the centerline enters the NE 1/4 of section 10, the parcel being Indian Allotment 738,

Thence continuing N40°26'W a distance of 1111 feet to station 11+57 where the centerline enters the NW 1/4 of section 10, the parcel being Indian Allotment 737,

Thence continuing N40°26'W a distance of 2319 feet to station 34+76 where the centerline enters section 3, the parcel being Tribal Trust land,

Thence continuing N40°26'W a distance of 1758 feet to station 52+34 where the centerline enters the SE 1/4 of section 4, the parcel being Indian Allotment 740,

Thence continuing N40°26'W a distance of 1447 feet to station 66+81, the end of the line and from which point the 1/4 corner between sections 3 and 10 bears S55°58'E a distance of 4317 feet,

The above described right-of-way will cross Tribal Trust land for a distance of 3914 feet or 0.74 miles, and will contain 1.80 acres, more or less and will cross Indian Allotment land for a distance of 20,141 feet or 3.81 miles, and will contain 9.25 acres, more or less.

Permit Map 2

Beginning at station 0+00, a point on an existing line in the SW 1/4 of section 11, T19N, R13W, NMPM, the parcel being Tribal Trust land,

Thence S24°47'E, a distance of 1676 feet across Tribal Trust land to station 16+76, where the centerline enters the SE 1/4 of section 11, the parcel being Indian Allotment New 144,

Thence continuing S24°47'E, a distance of 536 feet across Indian Allotment land to station 22+12 the end of the line and from which point the 1/4 corner between sections 11 and 14 bears S81°44'W a distance of 245 feet.

Beginning at station 0+00, a point on an existing line in the SW 1/4 of section 6, T19N, R12W, NMPM, the parcel being Indian Allotment 060828,

Thence N87°45'E, a distance of 513 feet across Indian Allotment land to station 5+13, the end of the line and from which point the 1/4 corner between sections 8 and 9 bears S67°18'E, a distance of 9429 feet.

Beginning at station 0+00, a point on an existing line in the SW 1/4 of section 8, T19N, R12W, NMPM, the parcel being Indian Allotment 060969, and from which point the SW corner of section 8 bears S74°36'W, a distance of 2665 feet,

Thence S21°16'W a distance of 727 feet across Indian Allotment land to station 7+27, where the centerline enters section 17, the parcel being Tribal Trust land,

Thence continuing S21°16'W a distance of 2510 feet across Tribal Trust land to

station 32+37, the end of the line and from which point the NW corner of section 17 bears N31°10'W a distance of 2697 feet.

Beginning at station 0+00, a point on an existing line in section 33, T20N, R12W, NMPM, the parcel being Tribal Trust land, and from which point the SW corner of section 33 bears S42°05'W a distance of 3487 feet,

Thence S25°56'W a distance of 359 feet across Tribal Trust land to station 3+59, the end of the line.

The above described right-of-way will cross Tribal Trust land for a total of 4545 feet or 0.86 miles and contain 2.09 acres, and will cross Indian Allotment land for a total of 1776 feet or 0.34 miles and contain 0.82 acres more or less.

The right of way easement described on the two permit maps will cross the following land ownerships for the distances and acreages shown below:

<u>Indian Allotment</u>	<u>Distance (feet)</u>	<u>Acreage</u>
New 144	536	.25
736	46	.02
737	2319	1.06
738	1111	.51
740	1447	.66
059214	1071	.49
060813	552	.25
060814	270	.12
060816	2624	1.21
060817	1653	.76
060823	4313	1.99
060828	513	.24
060837	1605	.74
060839	409	.19
060969	727	.33
062158	494	.23
062159	330	.15
060834	1897	.87

Data pertaining to the power line:

Phase and Voltage	1-phase, 14.4kV
Conductor	2-wire, #4 7/1 ACSR
Basic Pole	35 foot, Class 6
Ruling span	400 feet
Specifications	REA

PROXIMITY STATEMENT

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

Public Service Company of New Mexico

230 kV

Secretary's Certificate

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

EASEMENTS ON TRIBAL AND ALLOTMENT LANDS:

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

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

The resolution was adopted.

Milton Harding
Secretary

ATTEST:

W. D. Ramsey

SECRETARY'S CERTIFICATE

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

EASEMENTS ON GOVERNMENT AND INDIAN LANDS:

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

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

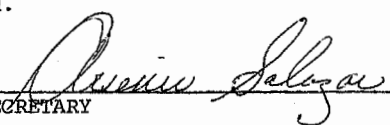
"Be it further resolved that this authorization shall apply to the classifications of lands as follows:

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

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

The resolution was adopted.

ATTEST:


SECRETARY



Recorded in
Office of Clerk -
McKinley County -
Sept. 18 - 1945 -
Book 9 mins - page 238

State of New Mexico



Certificate of Comparison.

United States of America } ss.
State of New Mexico

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

CERTIFICATE OF INCORPORATION

-of-

CONTINENTAL DIVIDE ELECTRIC, COOPERATIVE, INC.

(23845)

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



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

Eugene Allison
Eugene Allison, Chairman.

Attest:
Betty M. Hunter

Asst. Clerk.

ARTICLES OF INCORPORATION

RECEIVED

SEP 12 1945

Corporation Commission

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

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

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

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

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

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

FOURTH, the names and addresses of the persons who shall constitute the first Board of Trustees of the Cooperative are:

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

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

Peter T. Mocho (SEAL)

Golden P. Roundey (SEAL)

Mrs. Tom Elkins (SEAL)

Barton Davis (SEAL)

Bernard Vanderwagon (SEAL)

Homer C. Jones (SEAL)

Dean Kirk (SEAL)

Eddie Freas (SEAL)

Don Smouse (SEAL)



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT



ENVIRONMENTAL PROTECTION AGENCY

OFFICE OF EXECUTIVE DIRECTOR/ADMINISTRATION


OFFICE OF ENVIRONMENTAL REVIEW

PO BOX 339 WINDOW ROCK ARIZONA 86515 Office: 928/871-7188 Fax: 928/871-7996

Website: www.navajonationepa.org

M E M O R A N D U M

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

FROM: 

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

DATE: March 18, 2016

SUBJECT: 164 EOR 004926 CDEC Renewal ROW Becenti 14.4 kV Line

The Continental Divide Electric Cooperative (CDEC) Inc., PO Box 1087, Grants, New Mexico, 87020, submitted a right-of-way (ROW) renewal application for the existing CDEC ROW Number E-NM-96-24 located in Becenti Chapter vicinity, McKinley County, New Mexico. The existing ROW is for the existing 14.4 kV line.

The Navajo Nation Environmental Protection Agency (NNEPA) reviewed and recommends **approval** for the proposed ROW renewal for Continental Divide Electric Cooperative.

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

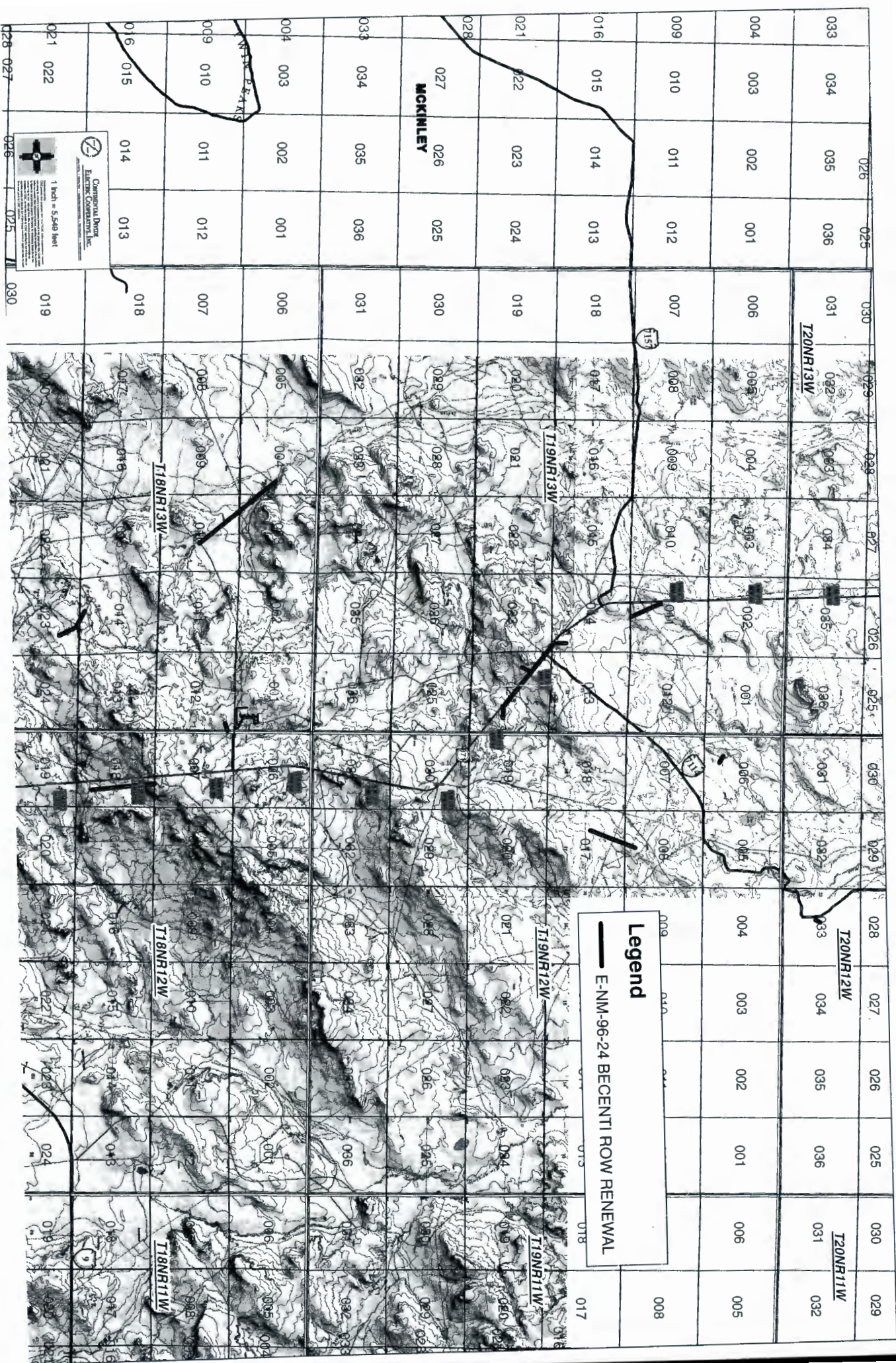
Cc: Continental Divide Electric Cooperative (CDEC) Inc., PO Box 1087, Grants, New Mexico, 87020
NNEPA Administration chrono file
Contact person: Debbie Olivar, Technical Engineer/ROW, 505-285-6656

MAPS

Exhibit "II"

(4) Sets - Sheet 1 of 2
Beanti 1993 Permit Map
NM-7-11-12

(4) Sets - Sheet 2 of 2
Beanti 1993 Permit Map
NM-7-5-6



Document No. 004926Date Issued: 10/20/2015**EXECUTIVE OFFICIAL REVIEW**Title of Document: CDEC Renewal ROW Becenti 14.4 kv line Contact Name: DRAPER, HOWARDProgram/Division: DIVISION OF NATURAL RESOURCESEmail: howarddraper@frontiernet.net 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: _____ ☐ ☐

☐ Land Withdrawal or Relinquishment for Commercial Purposes

Sufficient Insufficient

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Division: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

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

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ Rights of Way

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

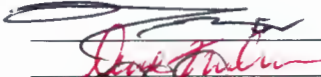
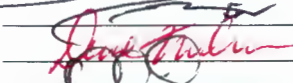
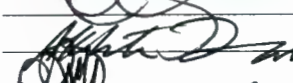
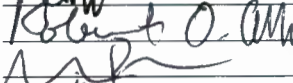


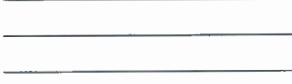

☐ Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ Assignment of Mineral Lease

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. DOJ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☒ 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: 12/21/15 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W |  | Date: 2/9/16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD |  | Date: 2/10/16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals |  | Date: 3/4/16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA |  | Date: 3-18-2016 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR |  | Date: 4/8/16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ (ic) |  | Date: 4/22/16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. OPVP |  | Date: 4-27-16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

☐ OTHER:

- | | | | | |
|----------|-------|-------------|--------------------------|--------------------------|
| 1. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
04-11-16 @ 435pm
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 004926
SAS #:
UNIT: NRU

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST:	12/15/2015	DIVISION:	Natural Resources (DNR)
CONTACT NAME:	Howard P. Draper, Kayla Bia, Vera Shurley, Elerina Yazzie, Michelle H	DEPARTMENT:	Navajo Land Dept. (NLD)
PHONE NUMBER:	X-6447, 6401,	E-MAIL:	howarddraper@frontiernet.net; klbia@frontier.com; verashurley@frontier
TITLE OF DOCUMENT: Approving Renewal/Extension of Becenti ROW previously approved to Continental Divide Electric Cooperative, Inc., to operate and maintain 14.4 kV Distribution Line per RCJN-104-96 on NN Trust Lands in Becenti Chapter, McKinley County, NM			

DOJ SECRETARY TO COMPLETE

RECEIVED APR 12 2016 DEPARTMENT OF JUSTICE NATURAL RESOURCES UNIT	4.12.16 8:15am	REVIEWING ATTORNEY/ADVOCATE:	Travis Chee 4.21.16
DATE TIME OUT OF UNIT:		2.26.16 1:10pm	

DOJ ATTORNEY / ADVOCATE COMMENTS

Document is legally sufficient.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Travis Chee	4-21-16	Veronica Blackhat	4-22-16 4:46pm

DOJ Secretary Called: Kayla Bia for Document Pick Up on 2.26.16 at 11:10. By: [Signature]

PICKED UP BY: (Print) DATE / TIME:

NNDOJ/DRRF-July 2013

COMPLETED



THE NAVAJO NATION

Navajo Land Department

P.O. Box # 2249 · Window Rock, Arizona 86515 · (928) 871-6401 · FAX: (928) 871-7039

February 25, 2016

MEMORANDUM:

TO: Ram Das, Mining Engineer
Minerals Department

FROM: 
Howard Phillip Draper, Program/Project Specialist
Navajo Land Department Project Review Section

RE: 164 Doc No 4926: Continental Divide Electric Cooperative (CDEC) renewal of right-of-way (ROW) application for 14.4 kV Distribution Line (i.e. electricity line) to service the Becenti Chapter vicinity, New Mexico.

Our office received the attached package directly from the CDEC and are hereby forwarding said right-of-way package to Program(s) for review.

164 Doc. No. 4926:

In an earlier MEMORANDUM dated September 3, 2015 addressed to Mr. Ram Das, Mining Engineer, from Howard P. Draper, Program and Project Specialist, I mentioned that I was instructed by the Resources and Development Committee (RDC) to get written clarification/information/report on all future submittals and if your request is on a Post It-Note® Brand then I have to document it if necessary (see attachment). Your Post It-Note® said "...Howard ... Please provide a copy of Exhibit 'D' to RCJN-10-96... {signed} Ram #004926"

164 review portion(s):

Revisions to the 164 review process in 2014 conducted by the Navajo Nation Department of Justice (NNDJ) involved the creation of a new 164 sign-off sheet replacing the (former) SAS process sheet. This necessitated the mandatory routing of applications to the Navajo Nation tribal departments listed on the new 164 sign-off sheet. Therefore, it created some situation(s) where applications were mandatorily routed to certain tribal departments that in some instances don't need to be reviewed by those certain tribal departments because of newly created "stream-lined" systems to shorten or expedite the review system (a.k.a. delegations of authority-DOA, etc.)



(former) Resource Committee Resolution No. RCJN-104-96:

On June 27, 1996 by Resolution No. RCJN-104-96, the Resources Committee of the Navajo Nation Council approved a right-of-way to Continental Divide Electric Cooperative (CDEC) and the terms and conditions as Exhibit "D". Please refer to the attachments for further information and reference. Due to the ever increasing workload thrust upon our office and constant ignorance from upper management to our continual requests for more staff, funding, space, etc., apparently all the tribal offices and departments failed to notice that Exhibit "D" (the terms and conditions) was still in *draft* form designation. See attached *draft* terms and conditions with hand written comments which I assume was written by someone from the Navajo Minerals Department.

Navajo Nation Records Management Department:

I contacted the Navajo Nation (NN) Records Management Department on 2/17/16 and spoke to Mrs. Eula Tsinajinie. Mrs. Tsinajinie, Office Specialist, contacted the Retention Section in Fort Defiance, Arizona and Ms. Lottie Clarke, Office Assistant, who said that there was no Exhibit "D" that doesn't have the hand written comments. Therefore I assume (as I mentioned above) that apparently all the tribal offices and departments failed to notice or require a "clean copy" of Exhibit "D".

(blank) terms and conditions (attachment):

Please accept the attached terms and conditions with blank lines as per your Post-It Note® request dated 2/25/16 which states: "Howard Please submit after Exhibit D is provided. Ram" for the appropriate Navajo Nation consideration/contribution assessment is made. Our Project Review Section/Program recently hired a new tribal employee Ms. Kayla Bia, Office Specialist, to help with our constant requests.

If you have any further questions please contact our office at (928) 871-6447, 6401 or 6490. Thank you.

cc: project file
Bidtah Becker, Executive Division Director
Division of Natural Resources
Akhtar Zaman, Director
Navajo Minerals Department