



23rd NAVAJO NATION COUNCIL LEGISLATION SPONSORSHIP WITHDRAWAL

ALTON JOE SHEPHERD

I, _____, Primary
Sponsor of proposed legislation hereby withdraw my
sponsorship of the proposed legislation. The legislation
tracking number is ~~0150-17~~ 0157-17

An Action Relating to Resources and Development, An Action Relating in Approving Grant of Revocable Use Permit for a Period Not to Exceed Three (3) Months to FNF Construction, Inc., to Operate and Maintain One (91) Asphalt Mining Plan Areas (10.7 Acres) to be Located Within the FNF Construction, LLC., Burrow Lease Area of 28.436 Acres Located at Ganado Lake/Dam, Vicinity, Navajo Nation, Apache County, Arizona and Previously Approved by Resolution # RDCAU-56-15.

If there are any co-sponsors, they may re-sponsor the same bill by beginning a new legislation.

SPONSOR SIGNATURE:

A handwritten signature in black ink, appearing to be "Alton Joe Shepherd", written over a horizontal line.

DATE:

A handwritten date "5-11-15" in black ink, written over a horizontal line.



115 SOUTH 48TH STREET • TEMPE, ARIZONA 85281

PHONE: 480 784 2910
FAX: 480 829 8607

May 1, 2017

Navajo Nation
Division of Natural Resources
General Land Development Department
P.O. Box 69
Saint Michaels, AZ 86511

MAY - 8 2017
NLD-PROJECT
REVIEW SECTION

Attention: Mr. Howard Draper

Reference: Revocable Use Permit - Locate an Asphalt Mixing Plant at the Ganado Borrow Source

Subject: Request to Pull Application

Gentlemen;

FNF Construction, Inc. (FNF) submitted a request for a Revocable Use Permit to allow our Asphalt Mixing Plant to be located at the Ganado Material Source Location on January 25, 2017. That request stated that we needed to start paving operations on the SR 264 ADOT road construction project on April 1, 2017.

It is now May 1, 2017 and FNF has not been granted the requested permit. FNF is aware that everyone involved with the permitting process has tried very hard to accommodate FNF and meet this deadline, however, in order to keep our ADOT project on schedule FNF will have to utilize an alternate location located off of Navajo Nation lands.

With that being said, FNF respectfully requests, at this time, that our Revocable Use permit be pulled.

We appreciate everything you have done to get this completed in time to fit our schedule but unfortunately we are unable to wait any longer to start this portion of our project. Please contact me at 480-929-6733 or e-mail Tressia@fnfinc.com if you have any questions.

Sincerely,
FNF CONSTRUCTION, INC.

Tressia Contreras
Environmental Manager

Pc: Ganado Borrow Source File

(ltr-1705)

LEGISLATIVE SUMMARY SHEET

Tracking No. 0157-17

DATE: April 27, 2017

SUBJECT AN ACTION RELATING TO RESOURCES AND DEVELOPMENT;
APPROVING THE GRANT OF A REVOCABLE USE PERMIT FOR A PERIOD NOT TO
EXCEED THREE (3) MONTHS TO FNF CONSTRUCTION, INC. TO OPERATE AND
MAINTAIN ONE (1) ASPHALT MIXING PLANT AREA (10.7 ACRES) TO BE
LOCATED WITHIN THE FNF CONSTRUCTION, INC. BORROW LEASE AREA OF
28.436 ACRES LOCATED AT GANADO LAKE/DAM VICINITY, NAVAJO NATION,
APACHE COUNTY, ARIZONA AND PREVIOUSLY APPROVED BY RESOLUTION
NO. RDCAU-56-15

PURPOSE: The purpose of this legislation is to approve a Revocable Use Permit to FNF
Construction Inc. for an asphalt mixing plant area in an existing Borrow Lease
area in Ganado Lake/Dam vicinity.

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

5-DAY BILL HOLD PERIOD: SNOTAH
Website Posting Time/Date: 5:23pm 5/2/2017
Posting End Date: 5/7/2017
Eligible for Action: 5/8/2017

PROPOSED STANDING COMMITTEE RESOLUTION
23rd NAVAJO NATION COUNCIL – Third Year, 2017

INTRODUCED BY

ACTON JOE SHEPHERD
(Prime Sponsor)

TRACKING NO. 0157-17

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE GRANT OF A REVOCABLE USE PERMIT FOR A PERIOD NOT TO EXCEED THREE (3) MONTHS TO FNF CONSTRUCTION, INC. TO OPERATE AND MAINTAIN ONE (1) ASPHALT MIXING PLANT AREA (10.7 ACRES) TO BE LOCATED WITHIN THE FNF CONSTRUCTION, INC. BORROW LEASE AREA OF 28.436 ACRES LOCATED AT GANADO LAKE/DAM VICINITY, NAVAJO NATION, APACHE COUNTY, ARIZONA AND PREVIOUSLY APPROVED BY RESOLUTION NO.

RDCAU-56-15

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

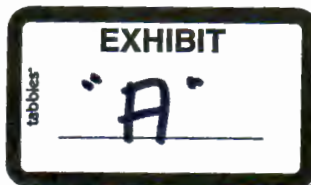
- 1 A. The Resources and Development Committee, by Resolution RDCAU-56-15, approved
2 a Borrow Lease to FNF Construction Inc., for 28.474 acres, more or less, of Navajo
3 Trust Lands in the Ganado Lake vicinity, Ganado Chapter, Navajo Nation, (Apache
4 county, Arizona) to operate and maintain Borrow pit and access road. See Exhibit "A".
- 5 B. Resolution RDCAU-56-15 approved the Borrow Lease for a period of two years with
6 an effective beginning date of May 5, 2016 as approved by the Secretary of the Interior.
7 See Exhibit "A".
- 8 C. The FNF Construction, Inc. has submitted a Revocable Use Permit (RUP) for an
9 Asphalt Mixing Plant area of 10.7 acres, more or less, located within Resolution
10 RDCAU-56-15 previously approved Borrow Lease Area of 28.474 acres more or less
11 including 2.038 acreage for access road. See Exhibit "B".
- 12 D. The term requested for the RUP Asphalt Mixing Plant area is not to exceed three (3)
13 months.
- 14 E. The requested RUP consists of 10.7 acres, more or less, including the existing and
15 previously approved Access Road of 2.038 acres, more or less, of Navajo Nation Trust
16 Lands located within the Southeast Quarter (SE ¼) of Section 13, Township 27 North,
17 Range 26 East, G&SRM, Apache County, Arizona. See Exhibit "C".
- 18 F. The Project Review Section with the Navajo Land Department has previously obtained
19 the necessary consents from the affected land users (i.e. Grazing Permittees) for
20 Borrow Lease Area. See Exhibit "D".
- 21 G. The Project Review Section with the Navajo Land Department has determined that
22 there is no further need to obtain additional consents for the requested RUP because
23 the RUP is located entirely within the previously approved Borrow Lease Area.
- 24 H. The requested RUP has been reviewed and approved by the Navajo Nation
25 Environmental Protection Agency, Fish and Wildlife, Division of Natural Resources,
26 Historic Preservation Department, Minerals Department, Navajo Land Department.
27 See Exhibit "E".
- 28 I. The Resources and Development Committee finds it to be in the best interest of the
29 Navajo Nation to approve the request for the Revocable Use Permit as submitted by
30 FNF Construction, Inc.

1 SECTION THREE. APPROVAL

2 A. The Resources and Development Committee of the Navajo Nation Council hereby
3 approves the grant of a Revocable Use Permit to the FNF Construction, Inc. to operate
4 and maintain an Asphalt Mixing Plant area within the existing and previously approved
5 Borrow Lease Area including Access Road, pursuant to Resolution RDCAU-56-15
6 located at Ganado Lake/Dam vicinity, Navajo Nation, as more particularly described
7 at Exhibit "B".

8 B. The Resources and Development Committee of the Navajo Nation Council hereby
9 approves the Right-of-Way for a period of three (3) months beginning the date of
10 approval by the Secretary of the Interior and subject to, but not limited to, the Terms
11 and Conditions incorporate herein and attached as found at Exhibit "F".

12 C. The Resources and Development Committee of the Navajo Nation Council hereby
13 authorizes the President of the Navajo Nation to execute any and all documents
14 necessary to affect the intent and purpose of this resolution.
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Document No. 003982Date Issued: 05/20/2015**EXECUTIVE OFFICIAL REVIEW**Title of Document: FNF Construction Inc for Borrow Lease 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**

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|--|-------------|---|---|
| 1. Division: _____ | Date: _____ | □ | □ |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

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

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|---|-------------|---|---|
| 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**

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

☐ **Lease Purchase Agreements**

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|--|-------------|---|---|
| 1. Office of the Controller: _____ | Date: _____ | □ | □ |
| (recommendation only) | | | |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **Grant Applications**

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|---|-------------|---|---|
| 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

			Sufficient	Insufficient
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, Borrow Lease

			Sufficient	Insufficient
1. NLD	<i>✓</i>	Date: <i>21 May 15</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. F&W	<i>See Htr of 6/14/15</i>	Date: <i>6/10/15</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. HPD	<i>✓</i>	Date: <i>6/15/15</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Minerals	<i>Salvage to proposed change</i>	Date: <i>7/1/15</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. NNEPA	<i>✓</i>	Date: <i>7-8-2015</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Office of the Attorney General (IC)	<i>✓</i>	Date: <i>8/11/15</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. OPVP	<i>✓</i>	Date: <i>8-12-15</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

			Sufficient	Insufficient
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

			Sufficient	Insufficient
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)

			Sufficient	Insufficient
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"/>
8. OPVP	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ OTHER:

			Sufficient	Insufficient
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"/>

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---First Year 2015

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A BORROW LEASE TO FNF CONSTRUCTION, INC., TO OPERATE AND MAINTAIN THE GANADO LAKE BORROW PIT AND AN ACCESS ROAD FOR A TOTAL OF 28,474 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS LOCATED WITHIN THE GANADO CHAPTER VICINITY, NAVAJO NATION (APACHE COUNTY, ARIZONA) FOR ROAD IMPROVEMENT PROJECTS AND CONSTRUCTION RELATED PURPOSES

BE IT ENACTED:

Section One. Findings

- A. The pursuant to 2 N.N.C. Section 501(B)(2), the Resources and Development of the Navajo Nation Council has authority to give final approval of all land withdrawals, non-mineral leases, permits, licenses, rights-of-way, surface easements and bonding requirements on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals and terminations; and
- B. The FNF Construction, Inc., 115 South 48th Street, Tempe, Arizona 85281, has submitted a request for a borrow lease and an access road totaling 28.474 acres, more or less, of Navajo Nation Trust lands. The proposed Borrow Lease is attached as Exhibit A; and
- C. The proposed Borrow Lease consists of 28.474 acres, more or less, of Navajo Nation Trust Lands located within Section 13, Township 27, North Range 26 East G&SRM, Apache County, Arizona. The location of the site is more particularly described on the map marked as Exhibit B; and
- D. The Project Review Section with the Navajo Land Department has obtained the consent from the affected land users, (i.e., grazing permittees). The consent documents are attached as Exhibit C; and.

- E. All environmental and archaeological studies and clearances, attached as Exhibit D, have been completed and are attached hereto and incorporated hereby by this reference.

Section Two. Approval:

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves a Borrow Lease for FNF Construction, Inc., for 28.474 acres, more or less, of Navajo Nation Trust Lands in the Ganado Lake vicinity, Ganado Chapter, Navajo Nation (Apache County, Arizona) to operate and maintain Borrow pit and access road. The location is more particularly described on the survey map attached as Exhibit B.
- B. The Navajo Nation hereby approves the Borrow Lease subject to, but not limited to the terms and conditions in the Lease attached hereto as Exhibit A and made a part hereof.
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement 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 Nation Council Chambers, Window Rock, Navajo Nation (Arizona), at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 20th day of August, 2015.



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

Motion: Honorable Leonard Pete
Second: Honorable Walter Phelps
Vote: 4-0-1 (Presiding Vice-Chairman Not Voting)

S/G LEASE NUMBER: N6SG201602

EXHIBIT 'A'

NAVAJO NATION EARTH BORROW LEASE

THIS AGREEMENT for a Sand and Gravel Lease (Lease) is made and entered into this 20th day of August, 2015 by and between the Navajo Nation and whose address is at Window Rock Arizona, and FNF Construction, Inc. herein called the Lessee and whose address is at 115 South 48th Street, Tempe, Arizona 85281.

Definitions:

Sand & Gravel means: Earth Borrow, Sand, and Natural Gravel.

Department means: the Navajo Nation Minerals Department.

Navajo Nation (Nation) means: the Navajo Tribe of Indians.

Secretary means: the Secretary of the U.S. Department of Interior or his/her designated representative.

Performance bond means: a surety bond, collateral bond or self-bond or a combination thereof, by which a lessee assures faithful performance of all the requirements this lease and mining and reclamation plan.

Reclamation means: those actions taken to restore mined land as required to a post mining land use approved by the Department.

Resources Committee means: the Resources Committee of the Navajo Nation Council.

Slope means: average inclination of a surface, measured from the horizontal; normally expressed as a unit of horizontal distance to vertical distance.

Stabilize means: to control movement of soil or areas of disturbed earth by modifying the geometry of the mass, or by otherwise modifying physical or chemical properties, such as by providing a protective surface coating.

Ton means: 2000 pounds.

Water table means: the upper surface of a zone of saturation.

The Nation hereby grants Lessee a Lease right to extract earth borrow from SE ¼, Section 13, Township 27 North, Range 26 East, Apache County, State of Arizona. The Lease occupies an area of 26.436 acres, more or less, and the access road right-of-way consists of 2.038 acres, more or less. The location maps and legal descriptions of the Lease and the access road are shown in attached Exhibits _____ and _____, respectively. The Lease shall be subject to the following terms and conditions.



1. The Lease shall be valid for a period of two (2) years, effective the date it is approved by the Secretary. This date shall be known as the Effective Date of the Lease.

2. Payments to the Nation by the Lessee:

(i) An annual advance royalty for each lease year. The first payment in the amount of Eight-Thousand-Eight-Hundred-Sixty-One Dollars (\$8,861.00) is due within ten (10) days of the Effective Date. Subsequent annual advance royalty payments are due on or before each anniversary of the Effective Date. The annual advance royalty payment shall be credited against production royalties only during the year for which the advance royalty has been paid.

(ii) A royalty at the rate of \$1.42 per ton for each ton of material removed and sold from the Lease premises. The royalty payment shall be made on a monthly basis within fifteen (15) days following the month for which the royalty is due. Lessee must maintain an accurate and current record of borrow material produced and sold. This record must be available to the Nation and the U.S. Department of Interior (DOI) staff for inspection during business hours.

(iii) Annual consideration of \$1,590.00 for the access road right-of-way. The first payment is due (unless it is paid in lump sum for the entire term of the lease) within ten (10) days of the Effective Date and all subsequent payments shall be made on or before each anniversary of the Effective Date.

(iv) The subsequent annual advance royalty payment, the royalty rate, and the right-of-way consideration (if not paid in lump sum) shall be subject to annual adjustments on each anniversary of the Effective Date. The adjustments shall be based upon the increase in the Consumer Price Index (CPI), U.S. City Average for All Urban Consumers. The CPI for July 2015 shall be used as the base for all adjustments.

3. Mining and Reclamation Plan: The Lessee shall provide a mining and reclamation plan (Plan) to the Nation and to the DOI. The Lessee shall comply with all the requirements of the approved Plan. Lessee shall obtain the approval of the Nation and the DOI prior to making any changes in the approved Plan. The Plan will include the area to be mined with drainage control; annual tonnage estimates for the mining area; and the planned reclamation timing to coincide with the mining. As a general rule, slopes will not exceed 5:1 and majority of the revegetation species will be native to the area.

4. Bond: The Lessee shall furnish a performance and reclamation bond for Two-Hundred-Fifty-Thousand Dollars (\$250,000.00). The Lessee shall maintain this bond at all times even if the Lease has expired or is terminated. The bond shall only be released with the written consent of the Nation. The bond may also be increased by the Nation and/or the DOI. The Lessee shall request a bond release to DOI only after the Lease has been expired or terminated and Lessee has fulfilled all its obligations, including all payments due to the Nation and reclamation requirements, under the terms and conditions of this Lease.

5. **Records and Reports:** The Lessee shall maintain accurate records of all sand and gravel material extracted, stockpiled, sold and removed from the Lease and the royalty due and paid to the Nation. A copy of the records shall be provided to the DOI and the Nation Minerals Department (P.O. Box 1910, Window Rock, AZ: 86515) on a monthly basis within fifteen (15) days following the sale month. Monthly production reports must be filed even if there was no sale of material.

6. **Method of Payments:** All required payments under Section 2 of this Lease shall be made to the department, in lawful money of the United States. A copy of the payments shall be provided to the DOI.

7. **Disposition of Minerals and Surface:** The Nation expressly reserves the right to use, lease or otherwise dispose of the minerals not covered by this Lease and the surface of the lands embraced within this Lease under existing laws and laws hereinafter enacted. Lessor further reserves the right to grant additional leases for the extraction and removal of sand and gravel or for any other purposes from the lands described herein. Such disposition and use shall be subject to the prior rights of the Lessee herein to use of so much of the said surface as is necessary in the extraction and removal of sand and gravel described in accordance with this Lease.

8. **Diligence:** The Lessee shall exercise diligence in the conduct of its mining operation and the land described herein shall not be held for speculative purposes, but in good faith for the extraction of sand and gravel and shall begin operation within one (1) month of the Effective Date and shall continue production thereafter at the rate specified in the plan.

9. No work shall commence until the mandatory mine health and safety training has been provided to the workers pursuant to 30 CFR, Part 46. The Lessee shall maintain the required training plan pursuant to the provisions of 30 CFR, Part 46. The Department shall be listed in the training plan if the Lessee wants the Department to conduct the training. The Lessee may contact the Department to arrange for the training.

10. The Lessee may develop, use and occupy the area under the Lease for the purpose of removing sand and gravel material. The Lessee may not develop, use or occupy the area under the Lease for any other purpose without the prior written approval of the Nation and the Secretary. Such approval of the Nation may be granted upon conditions or withheld at the sole discretion of the Nation. The Lessee may not develop, use or occupy the area under the permit for any unlawful purpose. Any unlawful use of the land within the Lease shall render the Lease void at the option of the Nation and/or the Secretary.

11. Sand and gravel material shall not be used for projects outside the Nation unless it is expressly authorized by the Resources Committee of the Navajo Nation Council.

12. In all activities conducted by the Lessee within the Nation, the Lessee shall abide by all laws and regulations of the 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, Parts 162 and 169;
- b. Title 30, Code of Federal Regulations, Parts 46 and 56;
- c. The Navajo Nation Mine Safety Code 18 N.N.C. § 401;
- d. All applicable federal and 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 Nation's 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 practice.
- e. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq., and
- f. The Navajo Nation Water Code, 22 N.N.C. § et seq., Lessee shall apply for and submit all applicable permits and information to the Nation's Water Resources Department, or its successor.

13. The Lessee shall ensure that the air quality of the Nation is not unduly degraded during operations by violating federal and Nation's applicable laws and regulations.

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

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

16. The Lessee shall obtain prior written permission to cross an existing permit or lease areas, if any, from the appropriate parties.

17. The Lessee shall be responsible for and promptly pay all damages when they are sustained, from actions the Lessee causes.

18. The Lessee shall indemnify and hold harmless the 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 area under the Lease by the Lessee.

19. The Lessee shall not assign, convey, transfer or sublet in any manner whatsoever, the lease or any interest therein, or in or to any of the improvements on the land subject to the lease,

without the prior written consent of the 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 Nation may be granted, granted upon conditions or withheld at the sole discretion of the Nation.

20. The Nation may recommend termination of the Lease by DOI for violation of any of the terms and conditions stated herein.

21. At the termination of the Lease, the Lessee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear accepted. Upon the written request from the Nation, the Lessee shall provide the Navajo, at the Lessee's sole cost and expense, with an environmental audit assessment of the premises at least thirty (30) days after completion and notification to the Nation that all required reclamation has been performed.

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

23. The Nation and the Secretary shall have the right, at any reasonable time during the term of the permit, to enter upon the premises, or any part thereof, to inspect the same and any improvements located therein. The Nation and Secretary have further right to audit all payments due to the Nation.

24. By acceptance of the grant of Lease, the Lessee consents to the full territorial legislative, executive and judicial jurisdiction of the 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 Lessee within the Nation or which have a proximate (legal) effect on persons or property within the Nation.

25. By acceptance of the grant of the Lease, the Lessee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Nation on the basis that such jurisdiction is inconsistent with the status of the Nation as an Indian nation, or that the Nation's government is not a government of general jurisdiction, or that the Nation's 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 Lease or to the Nation.

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

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

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

29. 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 Lessee, and the term "Lessee" whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.

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

31. The Lessee is required to maintain and submit a certificate issued by an insurance company authorized to do business in the United States, and on the Nation, certifying that the applicant has a public liability insurance policy in force for the mining and reclamation operations pursuant to this Lease. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any person injured or property damaged as a result of the mining and reclamation operations, including the use of explosives. Minimum insurance coverage for bodily injury and property damage shall be \$ 500,000 for each occurrence and \$1,000,000 aggregate.

(a) The policy shall be maintained in full force during the term of the Lease and the liability period necessary to complete all reclamation requirements under the Plan.

(b) The policy shall include a rider requiring that the insurer notify the Department and DOI whenever substantive changes are made in the policy including any termination or failure to renew.

8.21.15

Date

THE NAVAJO NATION

BY [Signature]
Russell Begaye, President
The Navajo Nation

8.21-15

Date

FNF CONSTRUCTION, INC.

BY [Signature]
Tressia Contreras,
Environmental Manager
FNF Construction, Inc.

APPROVED: MAY 05 2016
Pursuant to Secretarial Reclamation Order
209 DM 8, 230 DM 1 and 2, IAM 4
[Signature]
Regional Director, Navajo Region
Bureau of Indian Affairs

[Signature]
PROJECT COORDINATOR
FNF CONSTRUCTION, INC.

EXHIBIT

44' N
2056.93
FOUND BRASS CAP
NW CORNER SEC.13
T.27 N., R.26 E.

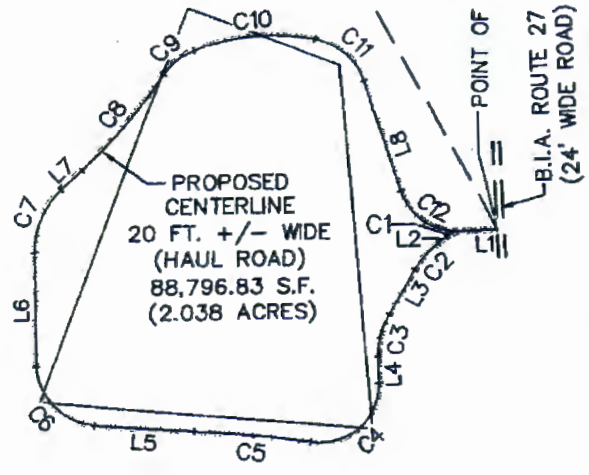
POINT OF
COMMENCEMENT
FOUND BRASS CAP
N. 1/4 CORNER SEC.13
T.27 N., R.26 E.

TIE TO NORTH QUARTER CORNER
S28°17'37"E 4835.38'

13

SOUTHEAST QUARTER
SECTION 13, T.27 N., R.26 E.

1" = 500'



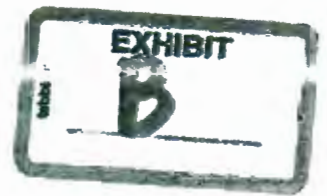
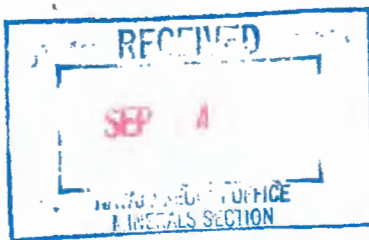
RECEIVED

SEP 1 1



Land Development & Real Estate
Survey & Design
Title Insurance
Easements & Surveying
Boundary and Aerial Photo
Work & Record Keeping

JOB #15000456 - Sheet 1 of 2 DATE 3/17/2015
GANADO 20 FT WIDE ACCESS EASEMENT
LEGAL EXHIBIT "B"



BORROW PIT

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13 FOR WHICH A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 13 LIES SOUTH 89°44'53" WEST, 2638.93 FEET;

THENCE SOUTH 19°29'51" EAST, ALONG A TIE LINE, 3661.87 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 67°23'02" EAST, 560.17 FEET;

THENCE SOUTH 05°16'15" EAST, 1311.59 FEET;

THENCE NORTH 84°29'27" WEST, 1137.99 FEET;

THENCE NORTH 19°19'19" EAST, 1496.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.436 ACRES MORE OR LESS.

TOGETHER WITH:

A 20 FEET WIDE STRIP OF LAND TO BE USED AS AN INGRESS-EGRESS EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13 FOR WHICH A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 13 LIES SOUTH 89°44'53" WEST, 2638.93 FEET;

THENCE SOUTH 28°17'37" EAST, ALONG A TIE LINE, 4835.38 FEET TO A POINT AT THE WESTERLY EDGE OF PAVEMENT OF B.I.A. ROUTE 27 AND THE **POINT OF BEGINNING**

THENCE SOUTH 87°10'31" WEST, 125.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 89.69 FEET, THROUGH A CENTRAL ANGLE OF 35°23'46", AN ARC DISTANCE OF 55.41 FEET;

THENCE SOUTH 51°46'53" WEST, 34.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 319.80 FEET, THROUGH A CENTRAL ANGLE OF 22°31'50", AN ARC DISTANCE OF 125.76 FEET;

THENCE SOUTH 29°14'52" WEST, 183.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 296.61 FEET, THROUGH A CENTRAL ANGLE OF 31°01'22", AN ARC DISTANCE OF 160.60 FEET;

THENCE SOUTH $1^{\circ}46'30''$ EAST, 96.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.75 FEET, THROUGH A CENTRAL ANGLE OF $100^{\circ}49'13''$, AN ARC DISTANCE OF 360.29 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 4536.98 FEET, THROUGH A CENTRAL ANGLE OF $5^{\circ}01'17''$ AN ARC DISTANCE OF 397.62 FEET;

THENCE NORTH $85^{\circ}58'34''$ WEST, 334.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 235.40 FEET, THROUGH A CENTRAL ANGLE OF $78^{\circ}06'00''$, AN ARC DISTANCE OF 320.88 FEET;

THENCE NORTH $1^{\circ}05'00''$ WEST, 412.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 293.64 FEET, THROUGH A CENTRAL ANGLE OF $47^{\circ}37'26''$, AN ARC DISTANCE OF 244.07 FEET;

THENCE NORTH $46^{\circ}32'28''$ EAST, 99.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1593.13 FEET, THROUGH A CENTRAL ANGLE OF $15^{\circ}52'48''$, AN ARC DISTANCE OF 441.55 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 207.90 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}18'38''$, AN ARC DISTANCE OF 135.39 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 692.06 FEET, THROUGH A CENTRAL ANGLE OF $34^{\circ}34'31''$, AN ARC DISTANCE OF 417.63 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 234.16 FEET, THROUGH A CENTRAL ANGLE OF $59^{\circ}03'11''$, AN ARC DISTANCE OF 241.34 FEET;

THENCE SOUTH $18^{\circ}24'22''$ EAST, 415.60 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 210.41 FEET, THROUGH A CENTRAL ANGLE OF $74^{\circ}25'08''$, AN ARC DISTANCE OF 273.30 FEET TO A POINT OF TERMINUS, ALSO BEING A POINT ON DESCRIBED CENTERLINE, LYING SOUTH $87^{\circ}10'31''$ WEST, 125.87 FEET FROM THE POINT OF BEGINNING.

THE SIDELINES ON THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENDED OR SHORTENED TO MEET AT ANGLE AND END POINTS TO FORM A CONTINUOUS 20.00 FEET WIDE STRIP OF LAND THROUGH THE GRANTOR'S PROPERTY.

CONTAINING 88,796.83 SQUARE FEET OR 2.038 ACRES MORE OR LESS.

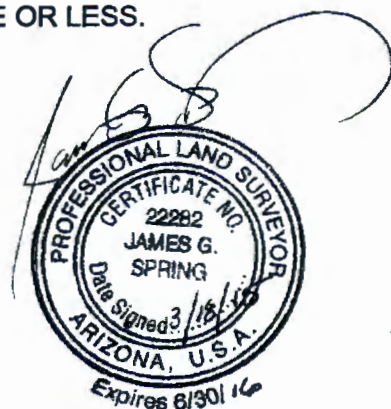


EXHIBIT "B"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S87°10'31"W	125.87'
L2	S51°46'53"W	34.54'
L3	S29°14'52"W	183.59'
L4	S01°46'30"E	96.91'
L5	N85°58'34"W	334.77'
L6	N01°05'00"W	412.56'
L7	N46°32'28"E	99.18'
L8	S18°24'22"E	415.60'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	55.41'	89.69'	35°23'46"
C2	125.76'	319.80'	22°31'50"
C3	160.60'	296.61'	31°01'22"
C4	360.29'	204.75'	100°49'13"
C5	397.62'	4536.98'	5°01'17"
C6	320.88'	235.40'	78°06'00"
C7	244.07'	293.64'	47°37'26"
C8	441.55'	1593.13'	15°52'48"
C9	135.39'	207.90'	37°18'38"
C10	417.63'	692.06'	34°34'31"
C11	241.34'	234.16'	59°03'11"
C12	273.30'	210.41'	74°25'08"

1" = 500'



Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Wastewater

JOB #15000456 - Sheet 2 of 2 DATE 3/17/2015
GANADO 20 FT WIDE ACCESS EASEMENT
LEGAL EXHIBIT "A"

January 25, 2017

Navajo Nation
Division of Natural Resources
General Land Development Department
P.O. Box 69
Saint Michaels, AZ 86511



Attention: Mr. Howard Draper

Reference: Revocable Use Permit

Subject: Locate an Asphalt Mixing Plant at the Ganado Borrow Source

Gentlemen;

On 8/21/15 FNF Construction, Inc. (FNF) was issued a Borrow Lease Agreement with the Navajo Nation (NN) to remove borrow material from the Ganado Borrow Source for Arizona Department of Transportation (ADOT) road construction projects. The Borrow Lease Agreement was approved on 5/5/16 by the Bureau of Indian Affairs (BIA), Lease No. N6SG201602. An extensive environmental review of the Ganado Borrow Source and Chapter Resolution was required prior to receiving approval from the NN and the BIA.

FNF is currently working on an ADOT road construction project located on SR 264 between milepost 441.19 and 450.02 which will require asphalt paving of the roadway. FNF respectfully requests that the NN Land Department approve a Revocable Use Permit to allow FNF to temporarily locate our asphalt mixing plant, associated equipment and stockpiles at the Ganado Borrow Source to complete the paving portion of the project. We anticipate that paving operations would need to start April 1, 2017 and be completed by the end of June 2017.

FNF's asphalt mixing operation would remain within the previously permitted area and FNF will provide the site reclamation which was specified within the Borrow Lease Agreement and BIA stipulations. A reclamation bond is currently in place for the Ganado Borrow Source.

As per your request, the previously approved documents (Archaeological Survey, Biological Evaluation, Land Survey, NN Executive Official Review checklist, NN Biological Resources Compliance Form, NN Cultural Resource Compliance Form and approved NN Earth Borrow Lease Agreement N6SG201602) will be e-mailed to your office to expedite review and approval of our request for a Revocable Use Permit. 3 copies of the Revocable Use Permit application and filing fee (\$500.00) are attached with this correspondence.



115 SOUTH 48TH STREET • TEMPE, ARIZONA 85281

PHONE: 480 784 2910
FAX: 480 829 8607

We hope this request meets with your approval and the Revocable Use permit can be reviewed and approved prior to April 1, 2017. Please contact me at 480-929-6733 or e-mail Tressia@fnfinc.com if you have any questions or require any further information to process this request.

Sincerely,
FNF CONSTRUCTION, INC.

A handwritten signature in black ink that reads "Tressia Contreras". The signature is written in a cursive, flowing style.

Tressia Contreras
Environmental Manger

Enclosures

Pc: Ganado Borrow Source File

(ltr-1684)

FNF CONSTRUCTION, INC.

29975

NAVAJO NATION

CHECK NO 3072607

TRANS NUMBER	REFERENCE	DATE	DESCRIPTION	GROSS	DISCOUNT TAKEN	RETAINAGE	PREVIOUS PAID+DISCOUNT	BALANCE	NET AMOUNT
117622	12317	1/25/17	1703 REVOCABLE USE P	500.00	0.00	0.00	0.00	0.00	500.00

29975

VENDOR NO.

TOTALS

500.00

0.00

0.00

0.00

0.00

500.00



CONSTRUCTION, INC.

115 South 48th Street • Tempe, AZ 85281

Five hundred and xx / 100 Dollars

WELLS FARGO BANK, N.A.
PHOENIX, AZ

11-24
127000

DATE	CHECK NO.	AMOUNT
1/25/17	3072607	\$500.00

PAY
TO THE
ORDER
OF

NAVAJO NATION

FNF CONSTRUCTION, INC.

TWO SIGNATURES REQUIRED OVER \$100.00
VOID IF NOT CASHED WITHIN 90 DAYS

[Handwritten signatures]

3072607 1220002481 1220388141



115 SOUTH 48TH STREET • TEMPE, ARIZONA 85281

PHONE: 480 784 2910
FAX: 480 829 8607

January 25, 2017

Navajo Nation
Division of Natural Resources
General Land Development Department
P.O. Box 69
Saint Michaels, AZ 86511



Attention: Mr. Howard Draper

Reference: Revocable Use Permit

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CONSTRUCTION, INC.

115 SOUTH 48TH STREET • TEMPE, ARIZONA 85281

PHONE: 480 784 2910
FAX: 480 829 8607

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Sincerely,
FNF CONSTRUCTION, INC.

A handwritten signature in black ink that reads "Tressia Contreras". The signature is written in a cursive, flowing style.

Tressia Contreras
Environmental Manger

Enclosures

Pc: Ganado Borrow Source File

(ltr-1684)

FNF CONSTRUCTION RUP WITH LEASE AT GANADO LAKE

Navajo Land Title Data System (NLTDs) Navajo Land Title, Navajo Land Title Data System - Windowrock AZ: Document Information

Document Name: 002_G002_00007598.zip
Revision:
Version: 1
Document Desc:
Document Author: Stevie Hudson GLDD (Navajo Land Title Data System - Windowrock AZ)
Document Status: Sufficient
Document Type: 164 Review Process
Effective Date: 30-Mar-2017
Expires: Never
Uploaded from:
Navajo Land Title Data System (NLTDs) Phase 1: Plan for Quality Management System
Step 987: 002_G002_00007598
Task 1: Upload and Manage Documents
Size: 13493 KB
Date Uploaded: 24-Feb-2017
Maintained by: Project Management Team

No Document Distribution Locations

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Eugenie Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Developer needs to maintain current state General Air Permit and ensure adequacy of a previous EA for operations at this location.	1.	03-Mar-2017
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Please consult with our office should your project impact 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.	01-Mar-2017
Pam Kysella F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	24-Feb-2017
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. It doesn't appear to be near the LUST site in that area but without a proper map it is hard to tell for sure.	1.	28-Feb-2017
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. The operation of the proposed asphalt batch plant could be covered under the federal Construction General Permit coverage authorized for the work on SR 264.	1.	24-Feb-2017
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	no comments	No Reply	27-Feb-2017
Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. HPD-15-262 CRID is attached. Please adhere to stipulations.	1.	24-Feb-2017
Yolande Barney EPA (Navajo Land Title Data System - Windowrock AZ)	Public Water System Supervision Program	Navajo Nation Environmental Protection Agency	Approved	no comments	No Reply	27-Feb-2017

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Biddah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. My vote is also contingent on the permanent replacement of the file "C. Revocable Use Permit.pdf" with the corrected version which was renamed "C. Revocable Use Permit-revised03282017.pdf." The document will need to be retyped. Please inform who will be retyping the document. Thank you.		30-Mar-2017
Richard Begay NNHP (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	27-Mar-2017
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. approval contingent on compliance with all NNEPA laws and Federal EPA laws.	1.	07-Mar-2017
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	03-Mar-2017
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 the file "C. Revocable Use Permit.pdf" with the corrected version which was renamed "C. Revocable Use Permit-revised03282017.pdf" (or a retyped version of same). sfp	1.	28-Mar-2017
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Department	NLD Administration	Approved	no comments	No Reply	03-Mar-2017



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



☐ RESUBMITTAL

DOJ
03/30/17 3:31pm
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 007598
SAS #:
UNIT: Nam

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

CLIENT TO COMPLETE

DATE OF REQUEST:	3/30/2017	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447	E-MAIL:	steviehudson@frontier.com

TITLE OF DOCUMENT: FNF RUP WITH LEASE AT GANADO LAKE

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 3/30/17 4:30pm REVIEWING ATTORNEY/ADVOCATE: Irvin Chce
4/10/17

DATE TIME OUT OF UNIT: 4/10/17 @ 10am

DOJ ATTORNEY / ADVOCATE COMMENTS

- Document is legally sufficient.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Trina HEE	4-5-17	V Blackhat	4-6-17 8:05am

DOJ Secretary Called: Stevie for Document Pick Up on 4/10/17 at 10:52am By: ah

PICKED UP BY: (Print) DATE / TIME:

FNF CONSTRUCTION RUP WITH LEASE AT GANADO LAKE

Navajo Land Title Data System (NLTDS)
Navajo Land Title, Navajo Land Title Data System - Windowrock AZ:
Document Information

Document No
Revision:
Version:
Document Da
Document Au
Document Siz
Document Typ
Effective Date
Expires:
Uploaded fra

4-6-17

Stevie,

Per Bidtah, please find
Corrected Version of RUP that
was supposedly replaced
permanently to file "C. Revocable
Use Permit.pdf" which was,
according to her, revised
on 03/28/2017. I was not
aware about this Corrected
Version of RUP if there is
one. Can you please this
Corrected Version RUP & email
me a copy. This request is
regarding: FNF RUP Ganado
Rd. Asphalt Plant, Doc.#: 007598.
Thx. - Irvine/D&J

Size:
Date Upload
Maintained b

No Document

User Name (F
Eugenia Quin
Data System -

Lee Anna Ma
Data System -

Pam Kyselka I
System - Win
Pam Maples I
System - Win

Patrick Antoe
System - Win

Robert Allan
System - Win
Tamara Billie
System - Win
Yolanda Barr
System - Win

User Name (F
Biddah N. Be

Vote Cast	Comments	Replies	Vote Date
approved	1. Developer needs to maintain current state General Air Permit and ensure adequacy of a previous EA for operations at this location.	1.	03-Mar-2017
approved	1. Please consult with our office should your project impact 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.	01-Mar-2017
approved	no comments	No Reply	24-Feb-2017
approved	1. It doesn't appear to be near the LUST site in that area but without a proper map it is hard to tell for sure.	1.	28-Feb-2017
approved	1. The operation of the proposed asphalt batch plant could be covered under the federal Construction General Permit coverage authorized for the work on SR 264.	1.	24-Feb-2017
approved	no comments		
approved	1. HPD-15-262 CRID is attached. Please adhere to stipulations.		
approved	no comments		

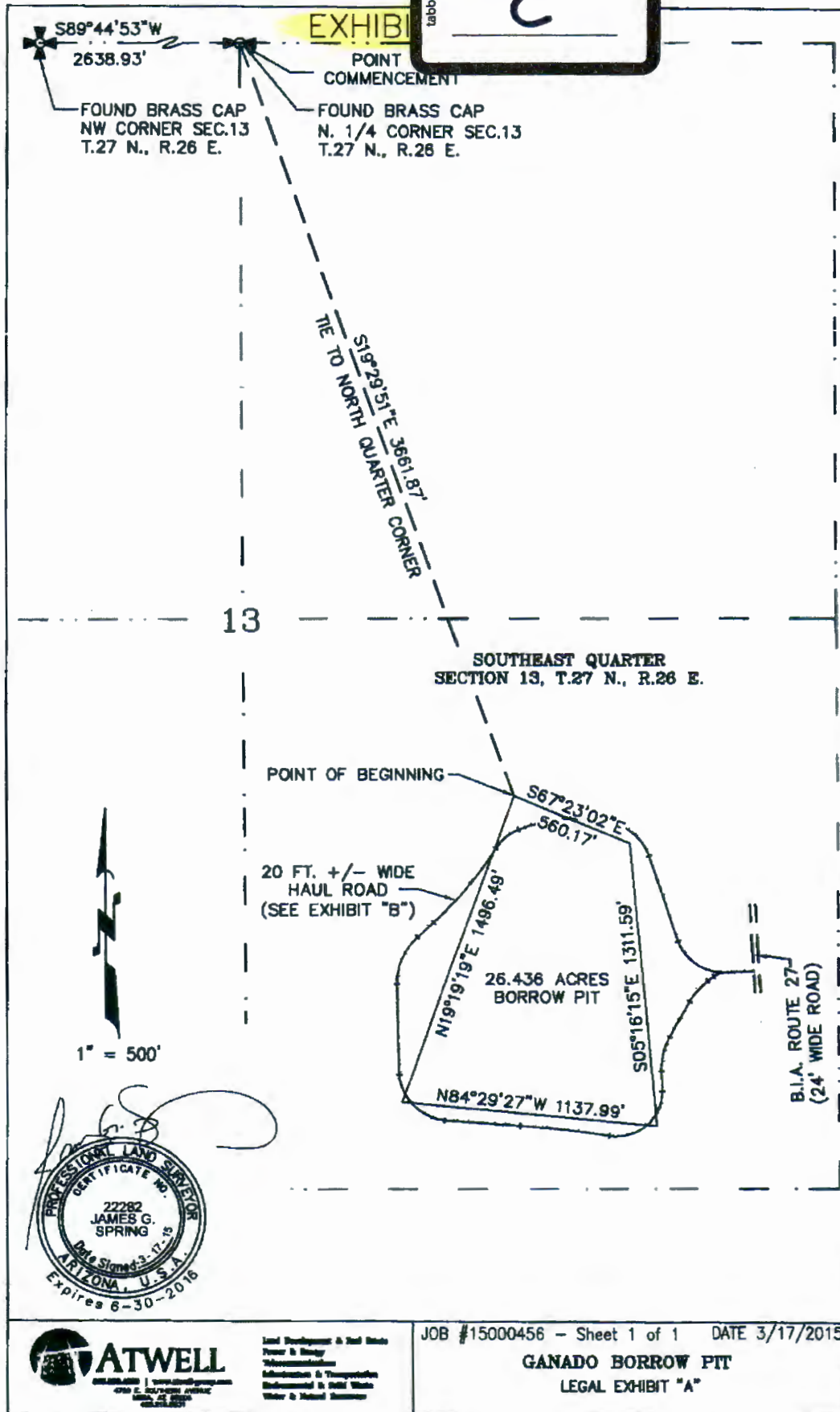
Vote Cast	Comments
approved	1. My vote is also contingent on the permanent replacement of the file "C. Revocable Use Permit.pdf" with the corrected version which was renamed "C. Revocable Use Permit-revised03282017.pdf." The document will need to be retyped. Please inform who will be retyping the document. Thank you.

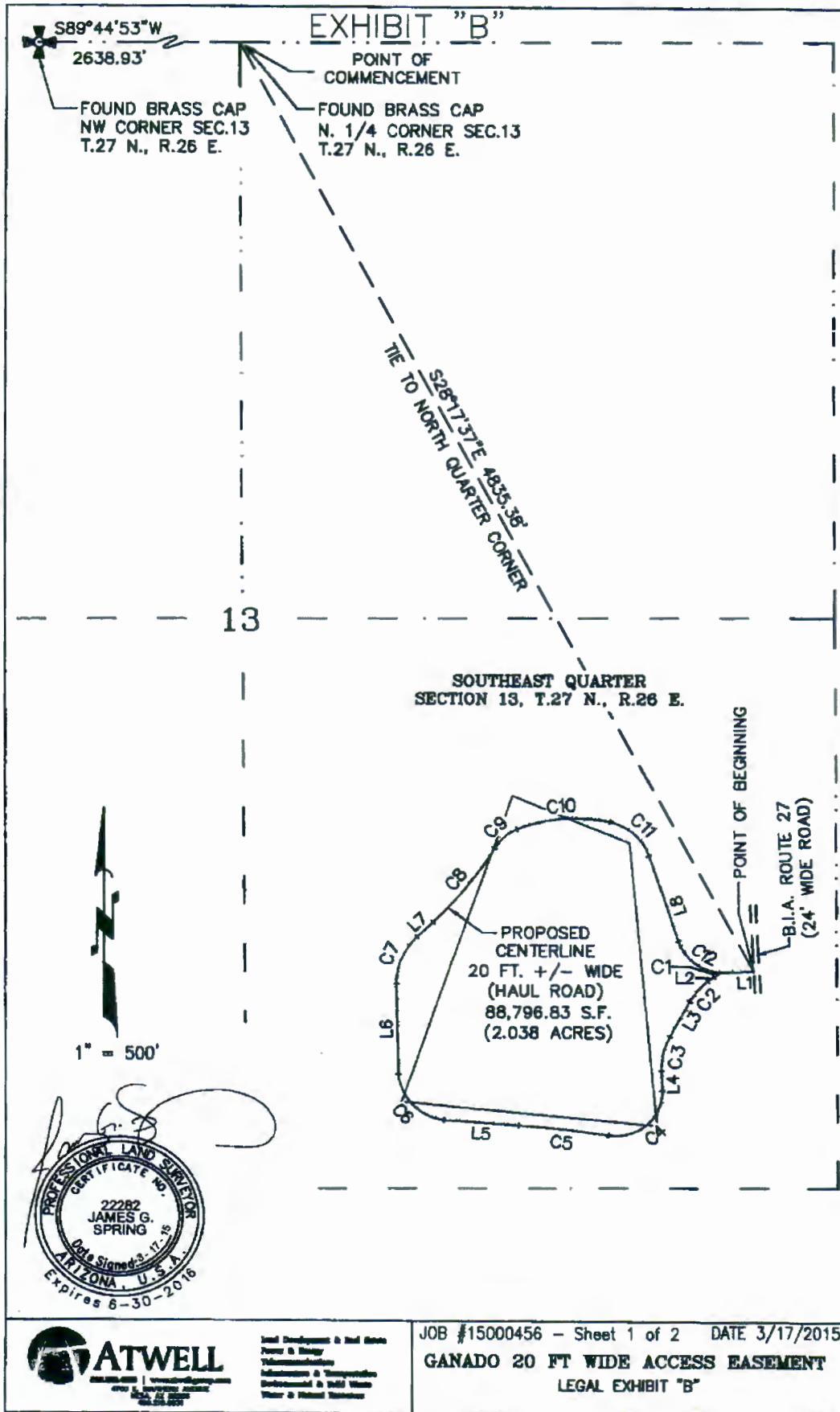
corrected
RUP
←

Richard Begay NNHP (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	21-Mar-2017
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. approval contingent on compliance with all NNEPA laws and Federal EPA laws.	1.	07-Mar-2017
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	03-Mar-2017
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 the file "C. Revocable Use Permit.pdf" with the corrected version which was renamed "C. Revocable Use Permit-revised03282017.pdf" (or a retyped version of same). slp	1.	28-Mar-2017
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Department	NLD Administration	Approved	no comments	No Reply	03-Mar-2017

EXHIBIT

"C"





BORROW PIT

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13 FOR WHICH A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 13 LIES SOUTH 89°44'53" WEST, 2638.93 FEET;

THENCE SOUTH 19°29'51" EAST, ALONG A TIE LINE, 3661.87 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 67°23'02" EAST, 560.17 FEET;

THENCE SOUTH 05°16'15" EAST, 1311.59 FEET;

THENCE NORTH 84°29'27" WEST, 1137.99 FEET;

THENCE NORTH 19°19'19" EAST, 1496.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.436 ACRES MORE OR LESS.

TOGETHER WITH:

A 20 FEET WIDE STRIP OF LAND TO BE USED AS AN INGRESS-EGRESS EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13 FOR WHICH A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 13 LIES SOUTH 89°44'53" WEST, 2638.93 FEET;

THENCE SOUTH 28°17'37" EAST, ALONG A TIE LINE, 4835.38 FEET TO A POINT AT THE WESTERLY EDGE OF PAVEMENT OF B.I.A. ROUTE 27 AND THE **POINT OF BEGINNING**

THENCE SOUTH 87°10'31" WEST, 125.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 89.69 FEET, THROUGH A CENTRAL ANGLE OF 35°23'46", AN ARC DISTANCE OF 55.41 FEET;

THENCE SOUTH 51°46'53" WEST, 34.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 319.80 FEET, THROUGH A CENTRAL ANGLE OF 22°31'50", AN ARC DISTANCE OF 125.76 FEET;

THENCE SOUTH 29°14'52" WEST, 183.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 296.61 FEET, THROUGH A CENTRAL ANGLE OF 31°01'22", AN ARC DISTANCE OF 160.60 FEET;

THENCE SOUTH $1^{\circ}46'30''$ EAST, 98.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.75 FEET, THROUGH A CENTRAL ANGLE OF $100^{\circ}49'13''$, AN ARC DISTANCE OF 360.29 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 4536.98 FEET, THROUGH A CENTRAL ANGLE OF $5^{\circ}01'17''$ AN ARC DISTANCE OF 397.62 FEET;

THENCE NORTH $85^{\circ}58'34''$ WEST, 334.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 235.40 FEET, THROUGH A CENTRAL ANGLE OF $78^{\circ}06'00''$, AN ARC DISTANCE OF 320.88 FEET;

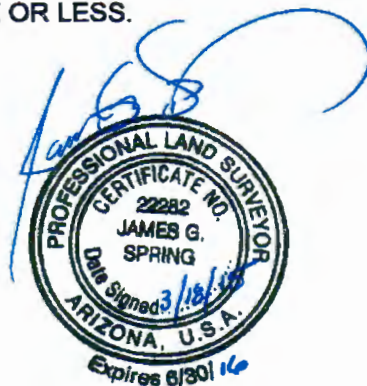
THENCE NORTH $1^{\circ}05'00''$ WEST, 412.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 293.64 FEET, THROUGH A CENTRAL ANGLE OF $47^{\circ}37'26''$, AN ARC DISTANCE OF 244.07 FEET;

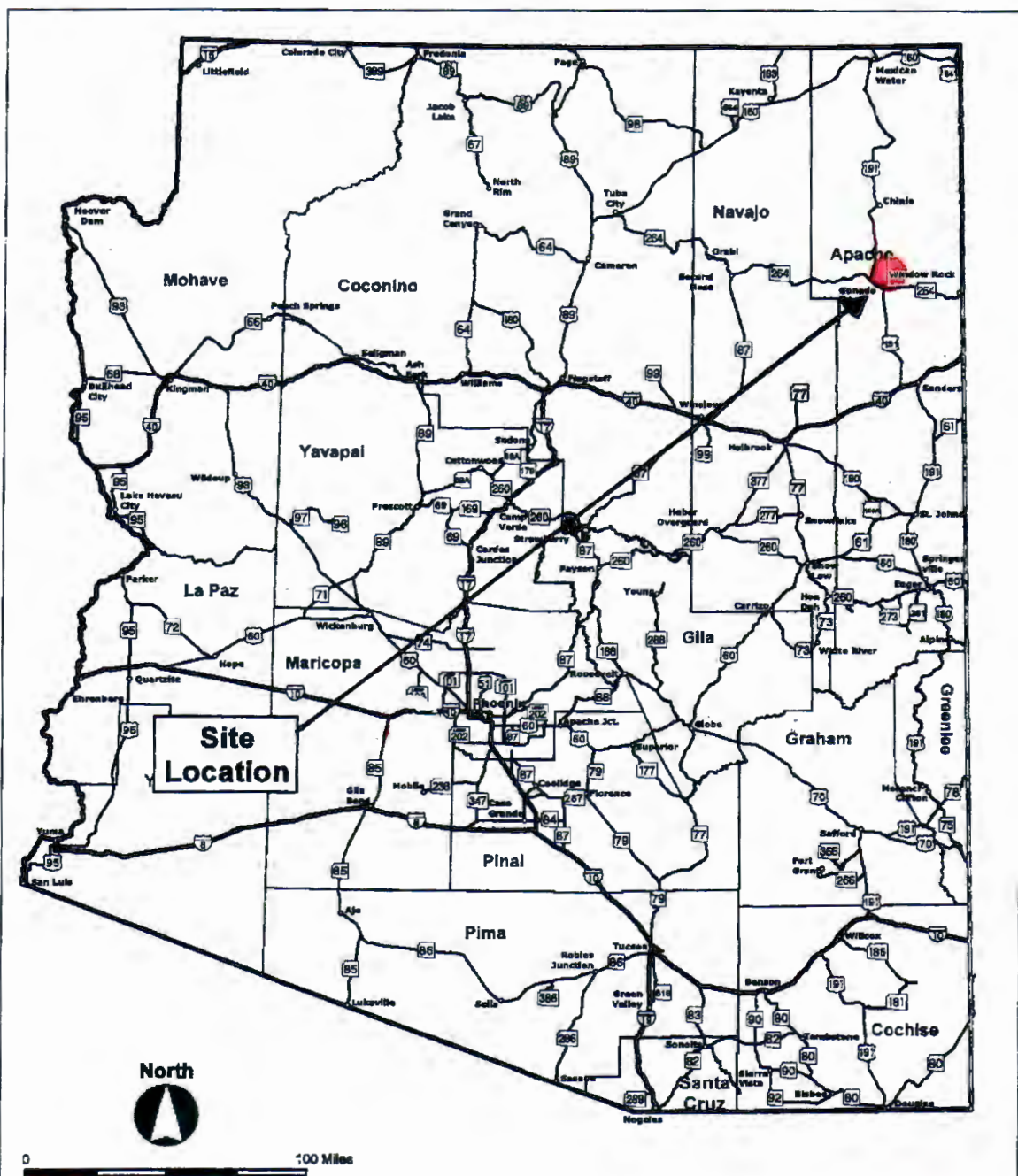
THENCE NORTH $46^{\circ}32'28''$ EAST, 99.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1593.13 FEET, THROUGH A CENTRAL ANGLE OF $15^{\circ}52'48''$, AN ARC DISTANCE OF 441.55 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 207.90 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}18'38''$, AN ARC DISTANCE OF 135.39 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 692.06 FEET, THROUGH A CENTRAL ANGLE OF $34^{\circ}34'31''$, AN ARC DISTANCE OF 417.63 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 234.16 FEET, THROUGH A CENTRAL ANGLE OF $59^{\circ}03'11''$, AN ARC DISTANCE OF 241.34 FEET;

THENCE SOUTH $18^{\circ}24'22''$ EAST, 415.60 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 210.41 FEET, THROUGH A CENTRAL ANGLE OF $74^{\circ}25'08''$, AN ARC DISTANCE OF 273.30 FEET TO A POINT OF TERMINUS, ALSO BEING A POINT ON DESCRIBED CENTERLINE, LYING SOUTH $87^{\circ}10'31''$ WEST, 125.87 FEET FROM THE POINT OF BEGINNING.

THE SIDELINES ON THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENDED OR SHORTENED TO MEET AT ANGLE AND END POINTS TO FORM A CONTINUOUS 20.00 FEET WIDE STRIP OF LAND THROUGH THE GRANTOR'S PROPERTY.

CONTAINING 88,796.83 SQUARE FEET OR 2.038 ACRES MORE OR LESS.

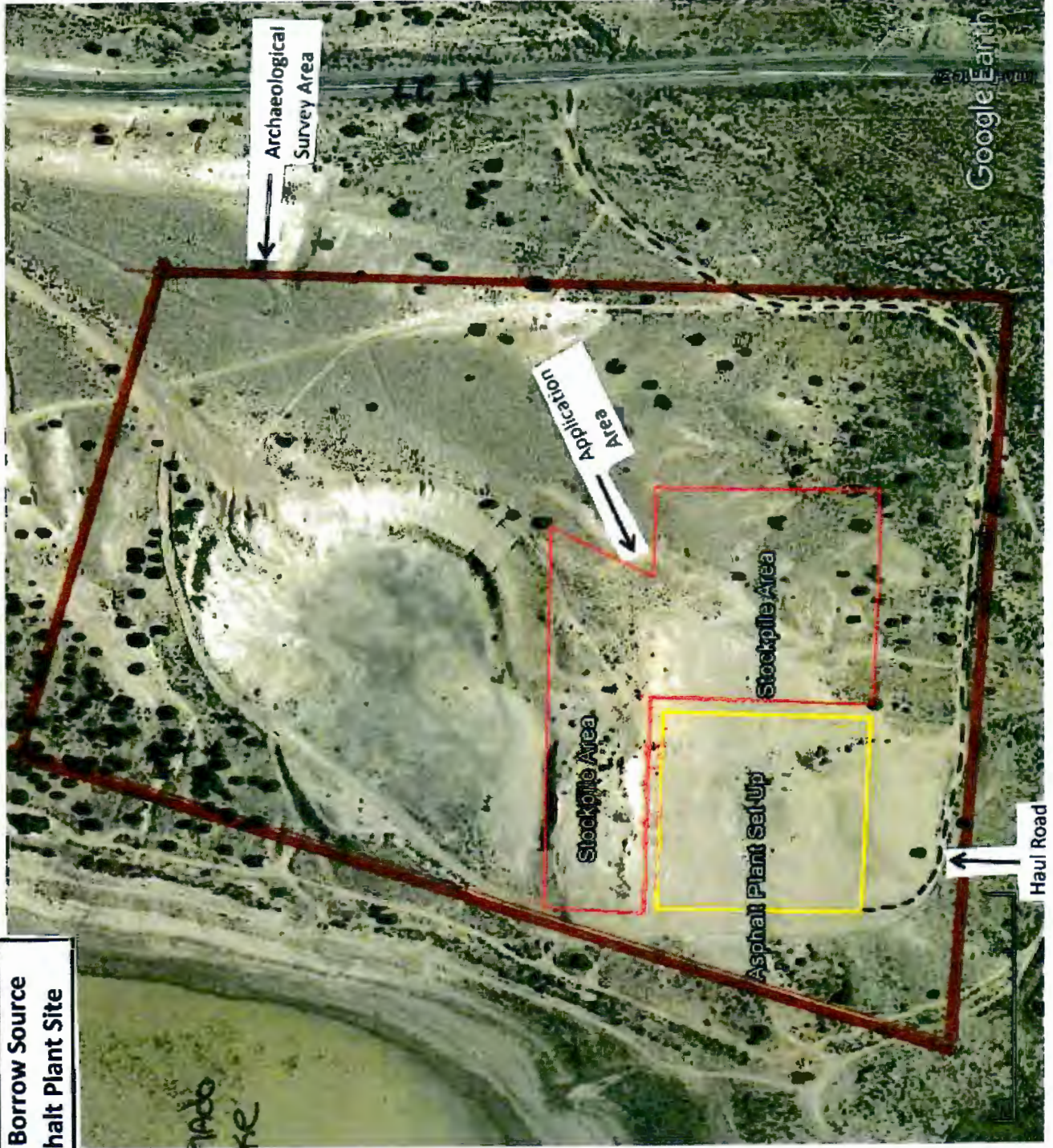




FNF HOT PLANT SITE
AT THE CANADO BORROW SOURCE

Ganado Borrow Source
FNF Asphalt Plant Site

GANADO
LAKE



Google Earth

feet
meters

1000

500



Ganado Borrow Source
FNF Asphalt Plant Site

Ganado
LAKE

Archaeological
Survey Area

Application
Area

Stockpile Area

Stockpile Area

Asphalt Plant Set Up

Haul Road

Google Earth

Google Earth

feet
meters

1000

500





THE NAVAJO NATION
Navajo Land Department

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



MEMORANDUM

TO : Howard P. Draper, Supervisor
Project Review Section, NLD

FROM : Esther Kee
Esther Kee, R/W Agent
Project Review Section, NLD

DATE : May 15, 2015

SUBJECT: FNF Ganado Borrow Pit

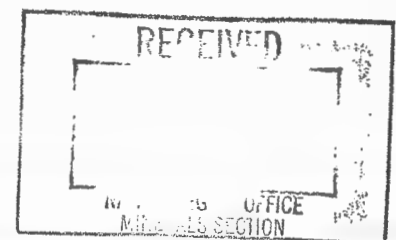
FNF Construction, Inc., 115 South 48th Street, Tempe, Arizona 85281, submitted an application for Borrow Permit with Haul Road. FNF proposes to reopen and expand the existing Ganado Borrow Pit to extract borrow materials for ADOT SR264 MP 450-459.02 road project all Navajo Trust lands near Ganado Chapter.

The borrow pit consists of 26.436 acres, and 2.038 acres for haul road, all located in SE/4 of Section 13, T27N, R26E, G&SRM, Apache County, Arizona.

District 17 Grazing Committee member, Dickerson Smith, identified three grazing permittees; Marie Shepherd, Sharon Salabye, Beverly J. Begay, affected by the proposed request. I informed the affected land users on the proposed project, they had no objection and requested they be compensated. I obtained all the land users consent along with the concurrence of the District 17 Grazing Committee member. Land users will be compensated \$4, 270.80 (\$3,965.40/borrow pit, \$305.40/road) for surface damages.

Field clearance complete, land users consents, map and supporting documents are all attached for your information and reference.

cc: Project file



Seed mix species and the Pure Live Seed (PLS) rates are shown in Table 1 below:

TABLE 1			
SEED MIX - for All Unpaved Disturbed Areas/ Unvegetated Areas			
Botanical Name	Common Name	PLS Rate (Pounds Per Acre)	Per Pound Value for Substitution (see text)
Argemone platyceras	Prickly Poppy	1	\$80
Artemisia frigida	Fringed Sagebrush	1	\$50
Bouteloua curtipendula cv. Vaughn *	Sideoats Grama	2	\$13
Bouteloua gracilis cv. Bad River	Blue Grama	1	\$15
Distichlis stricta	Desert Saltgrass	1	\$65
Hilaria jamesii	Galleta Grass	2	\$40
Koeleria macrantha	Prairie Junegrass	0.75	\$35
Linum lewisii	Blue Flax	2	\$10
Lupinus argenteus	Silvery Lupine	3	\$75
Muhlenbergia montana	Mountain Muhly	0.2	250
Oryzopsis hymenoides	Indian Ricegrass	2	\$10
Pascopyrum smithii	Western Wheatgrass	3	\$15
Penstemon strictus	Rocky Mountain Penstemon	1.5	\$45
Ratibida columnaris	Yellow Prairie Coneflower	0.5	\$20
Ratibida columnaris forma pulcherrima	Red Mexican Hat	0.5	\$20
Sitanion hystrix	Squirrel-tail Grass	2	\$45
Sporobolus cryptandrus	Sand Dropseed	0.5	\$10
Per Acre Subtotal Value			\$884.75

2-25-16
Need TO
Delete R
Judy Willet
NAVAJO Ag.

2.03 Tacking Agent:

Tacking agent shall be a naturally occurring organic compound, and shall be non-toxic. The tacking agent shall be a product typically used for binding soil and mulch in seeding or erosion control operations. Approved types shall consist of mucilage or gum by dry weight as active ingredient obtained from guar or plantago. The tacking agent shall be labeled indicating the type and mucilage purity.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Arizona State Office
One North Central Avenue, Suite 800
Phoenix, Arizona 85004-4427
www.blm.gov/az/



JAN 22 2016

In Reply Refer To:
3590 (9200)

Memorandum

To: Regional Director, Navajo Region, Bureau of Indian Affairs
Attention: Bertha Spencer
Supervisory Realty Specialist

From: Rebecca Heick *Rebecca Heick*
Deputy State Director, Lands, Minerals and Energy

Subject: Ganado Mine Plan Stipulations

The Bureau of Land Management (BLM), Arizona State Office (AZSO) received an email request on September 30, 2015, from Bertha Spencer, Supervisory Realty Specialist, to review and provide comments on a mining plan for a proposed sand and gravel mining operation located upon lands of the Navajo Nation near Ganado, Arizona.

The BLM shares roles and responsibility for approval of such plans with the Bureau of Indian Affairs (BIA) as established in the Department of the Interior Interagency Onshore Energy and Mineral Lease Management Interagency Standard Operating Procedures. The BLM authority is delineated in the Code of Federal (CFR) regulations under 25 CFR parts 211 & 212 part 211 – Leasing of Tribal & Allotted Lands for Mineral Development; 25 CFR part 216 – Surface Exploration, Mining, and Reclamation of Lands.

Absent a specific obligation under Title 25, duty is discharged by compliance with general laws and regulations established in the CFR. Other mineral regulations may be applicable; however, the most applicable to the subject request is 43 CFR part 3590 – Solid Minerals (Other than Coal) Exploration and Mining Operations.

The AZSO has received and reviewed additional supporting materials from Tressia Contreras, Environmental Manager, FNF Construction, Inc., the project proponent. A site visit was performed on October 21, 2015. At that time, a meeting was also held with representatives from FNF (Tim Diekman and Parker Brownell), and from the BIA Navajo Regional Office (Bertha Spencer and Lyle Ben).

The BLM respectfully provides its conditional approval of the subject Mine Plan of Operations subject to the attached stipulations for your review and consideration.

Attachment

cc: Akhtar Zaman
Navajo Nation Minerals Department
PO Box 1910
Window Rock, AZ 86515

Bureau of Land Management

STIPULATIONS

FOR

MINE AND RECLAMATION PLAN OF OPERATION

FOR

GANADO BORROW SOURCE

APACHE COUNTY, ARIZONA

Project Proponent: FNF Construction, Inc. (FNF)

115 S. 48th Street, Tempe, AZ 85281, 480-784-2910

Contact person: Tim Diekmann, Project Manager, 602-558-0996

Tressia Contreras, Environmental Manager, 480-929-6733

STIPULATIONS

- 1) The Bureau of Land Management (BLM) authorities and responsibilities for Indian leases and permits are found in the Code of Federal Regulations (CFR) at 25 CFR 211, 212, 216, 225 and are supplemented by Federal regulations in 43 CFR parts 3480 and 3590 for Coal Exploration and Mining Operations. As cross-referenced by 25 CFR 211.4, 212.4, and 225.4; the regulations at 43 CFR 3590 extend to Indian minerals (including coal) recovery as provided in 25 CFR part 216. Absent a specific obligation, BLM's duty is discharged by compliance with general laws and regulations not aimed at tribal entities. It is the project proponent's responsibility to be aware of the conditions and requirements of; and must perform all surface disturbance, exploration, mining and reclamation activities consistent with the rules and regulations proffered in the above CFR's.
- 2) Under 25 CFR part 211.4 (Authority and Responsibility of the BLM), the functions of the BLM are further delineated in 43 CFR part 3480 - Coal Exploration and Mining Operations, and 43 CFR part 3590—Solid Minerals (other than coal). The BLM is responsible for oversight of such exploration and mining operations; inclusive of, but not limited to, resource evaluation, approval of drilling permits, mining and reclamation, production plans, mineral appraisals, inspection and enforcement, and production verification. These regulations, apply to leases and permits approved under this part.
- 3) The BLM does not authorize the project proponent to mine or otherwise disturb the site. The project proponent must properly acquire all the necessary rights and privileges from the Navajo Nation and the United States Bureau of Indian Affairs (BIA) prior to commencing any ground disturbing activities.
- 4) The project proponent must comply with all applicable Federal and Tribal Mine and Occupational Health and Safety laws.
- 5) The project proponent has removed material from the site prior to formal approval by the BLM and BIA and thus is in mineral trespass. The project proponent has admitted to this trespass claiming they believed they had the required approvals to proceed from the Navajo Nation. According to verbal statements by the project proponent, records were kept on the estimated 9,000 tons of material removed. Prior to conducting any additional surface disturbance activities, the project proponent must demonstrate to the BLM that it has resolved the trespass with the Navajo Nation and the BIA.
- 6) The project proponent is required to perform and submit to the BLM a minimum of three Ariel Lidar topographic and photographic survey of the surface for production verification purposes. 1) Shall be prior to commencing additional surface disturbance activities, 2) shall be upon completion of final mining and prior to commencing any reclamation activities and 3) upon final reclamation. The project proponent shall coordinate with BLM on the proper format for submitting this requirement. Additional surveys may be required by the BLM on a bi-annual basis.

- 7) Prior to conducting any additional surface disturbance activities, the project proponent must demonstrate to the BLM that it has received approval from the Navajo Nation and the BIA on the native grass reseeding mix and the application procedures. Upon request, the BLM shall supply a seed mixture which has been historically recommended.
- 8) A mulching material shall be applied to all areas after they have been reseeded. The mulch type shall be native grass hay. It must be unweathered, long stemmed and relatively free of noxious weeds. The mulch shall be uniformly applied at a rate of 2 tons per acre.
- 9) The seeded areas must be effectively fenced to prevent grazing by livestock for a period of 4 years after reseeding is complete.

Thanks,



Byron Hubbard
Project Sponsor, FNF Construction, Inc.

p:480-929-6718 | m:602-619-0869 | f:480-968-7580

bhubbard@fnfinc.com | 115 S. 48th St. Tempe, AZ 85281

www.fnfinc.com

From: Ben, Lyle [mailto:lyle.ben@bia.gov]

Sent: Friday, April 22, 2016 2:30 PM

To: Byron Hubbard

[Quoted text hidden]

[Quoted text hidden]

Hobbs, Lawrence <lhobbs@blm.gov>

To: Tressia Contreras <Tressia@fnfinc.com>

Cc: Byron Hubbard <BHubbard@fnfinc.com>, "Ben, Lyle" <lyle.ben@bia.gov>, Bertha Spencer <bertha.spencer@bia.gov>

All,

I have drafted the formal BLM response to BIA and it will be place in the suraming process today. Through the negotiated discussion between BLM, BIA and FNF re the mining plan stipulations BLM has revised them accordingly (see below). Principally BLM has reduced the ariel survey requirement by one survey from three (3) to two (2) as FNF has elected to use truck scales contingent on FNF providing a monthly activity report inclusive of truck scale reports (see revised stipulation 6 a). The response letter BLM recommends to BIA incorporating the Mine Plan of Operations, as approved into the BIA lease approval subject to the revised stipulations. I will email a scanned version of the letter when completed and signed.

Larry

Mon, May 2, 2016 at 10:01 AM

STIPULATIONS
(REVISED 04/28/16)

- 1) The Bureau of Land Management (BLM) authorities and responsibilities for Indian leases and permits are found in the Code of Federal Regulations at 25 CFR 211, 212, 216, 225 and are supplemented by federal regulations in 43 CFR parts 3480 and 3590 for Coal Exploration and Mining Operations. As cross-referenced by 25 CFR 211.4, 212.4, and 225.4; the regulations at 43 CFR 3590 extend to Indian minerals (including coal) recovery as provided in 25 CFR Part 216. Absent a specific obligation, BLM's duty is discharged by compliance with general laws and regulations not aimed at tribal entities. It is the project proponent's responsibility to be aware of the conditions and requirements of; and must perform all surface disturbance, exploration, mining and reclamation activities consistent with the rules and regulations proffered in the above Code of Federal Regulation's.
- 2) Under 25 CFR part 211.4, Authority and responsibility of The BLM, The functions of the BLM are further delineated in 43 CFR part 3480—Coal Exploration and Mining Operations, and 43 CFR part 3590—Solid Minerals (other than coal). BLM is responsible for oversight of such exploration and mining operations; inclusive of, but not limited to, resource evaluation, approval of drilling permits, mining and reclamation, production plans, mineral appraisals, inspection and enforcement, and production verification. These regulations, apply to leases and permits approved under this part.
- 3) The Bureau of Land Management does not authorize the project proponent to mine or otherwise disturb the site. The project proponent must properly acquire all the necessary rights and privileges from The Navajo Nation and The United States Bureau of Indian Affairs (BIA) prior to commencing any ground disturbing activities.
- 4) The project Proponent must comply with all applicable Federal and Tribal Mine and Occupational Health and Safety laws.
- 5) The project proponent has removed material from the site prior to formal approval by the BLM and BIA and thus is in mineral trespass. The project proponent has admitted to this trespass claiming they believed they had the required approvals to proceed from the Navajo Nation. According to verbal statements by the project proponent has records of material removed have been kept and estimated at 9,000 tons. Prior to conducting any additional surface disturbance activities, the project proponent must demonstrate to the BLM it has resolved with the Navajo Nation and The BIA inclusive of submittal of verification of records and payment of required royalties and fines if required.
- 6) The project proponent is required to perform and submit to the BLM a minimum of two (2) Ariel Lidar topographic and photographic survey of the surface for production verification purposes. 1) Shall be prior to commencing additional surface disturbance activities, 2) shall be upon completion of final mining and mineral producing activities prior to commencing any reclamation activities. The project proponent shall coordinate with BLM in advance of performing said surveys as the proper format for submitting this requirement to BLM.
 - a. The project proponent has elected to additionally utilize truck scales for production verification purposes. The project proponent shall submit monthly production and activity reports inclusive of truck scale records to the BLM. Submittal of reports shall commence 30 days after lease approval by the BIA and continue until the lease is canceled or terminated by the BIA. Monthly reports are required to document the volumetric amount of mineral production, inclusive of non-production periods, and provide an estimate of surficial area disturbance or reclamation/restoration activities which occurred in proceeding 30 day period.
- 7) Prior to conducting any additional surface disturbance activities, the project proponent must demonstrate to the BLM it has received approval from the Navajo Nation and the BIA approval of a native grass reseeding mix and application procedures. Upon request the BLM shall supply a seed mixture which has been historically recommended.
- 8) A mulching material shall be applied to all areas after they have been reseeded. The mulch type shall be native grass hay. It must be unweathered, long stemmed and relatively free of noxious weeds. The mulch shall be uniformly at an application rate of two tons per acre.
- 9) At the request of the BIA in the interest of public safety, BLM has waived its prior stipulation requirement for the seeded areas to be effectively

fenced to prevent grazing by livestock for a period of four years after reseeding is complete.

Larry Hobbs
Mining Engineer
One North Central Ave
Phoenix, AZ 85004
Office: 602-417-9564
FAX 602-417-9454

[Quoted text hidden]

Spencer, Bertha <bertha.spencer@bia.gov>
To: Lyle Ben <lyle.ben@bia.gov>

Tue, May 3, 2016 at 9:34 AM

Hi Lyle,

I saw Larry's email on the revised Stipulation, please include that with the approval.

Thanks

Bertha Spencer, Supv. Realty Specialist
Navajo Region, Real Estate Services
N425 - Leases/Permits (Minerals)
P.O. Box 1060
Gallup, NM 87305-1060
(505) 863-8336 (Office)
(505) 863-8232 (Fax)
(928) 206-6334 (Cell)
Bertha.spencer@bia.gov

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Ben, Lyle <lyle.ben@bia.gov>
To: "Spencer, Bertha" <bertha.spencer@bia.gov>

Tue, May 3, 2016 at 9:36 AM

Bertha,

Good morning. Yes, I will include Larry's latest stipulations. Do u want me to email you a draft before I send it through the surname?

Thanks,




THE NAVAJO NATION

RUSSELL BEGAYE
JONATHON NEZ

MEMORANDUM

To: Akhtar Zaman, Director, Minerals Department

From: 
Richard Carlton, Geologist, Minerals Department

Date: October 8, 2015

Subject: Ganado & Nazlini Sand and Gravel Pits

As per Akhtar Zaman's request, Sharon Henderson, Associate Geologist, and Richard Carlton, Geologist, arrived at Ganado Pit at 9:45 a.m. for an inspection to see if there was any mining activities in progress. When we arrived, a truck from Southwestern Scale Company Inc. (SWSC) shown on attached photos and two employees were present. We stopped and talked to one of the employees from SWSC. He stated he was there to remove the truck scale and had been waiting over an hour for a transport truck to come and load the scale. We then approached the operator of the front loader and asked if he was working for FNF Construction, Inc. (FNF) which he acknowledged that he did work for FNF Construction. The front loader was actively transferring spoil back to a previously mined area as shown on the photos. When asked if the worker was mining, the operator, Mr. Raymond Tooney, responded that he was reclaiming the area and was not mining. We also asked if FNF had a permit approved by the U.S. Bureau of Indian Affairs to be mining this area which he responded he did not know. At that point we took a few photos of the pit and left the operation.

At the request of Ram Das Principle Mining Engineer, we also went to inspect if there was any activity at the Nazlini Pit. We arrived at Nazlini Pit at 10:11 a.m. to find an old non active operation. The paper map we had on hand indicated the pit was approximately two miles further south (which is approximately 4.7 miles south of Nazlini on Indian Route 27) than the area where we stopped. However, using Google Earth satellite imaging we located a different area with the characteristics of a previously mined and reclaimed pit approximately 2.7 miles south of Nazlini on Indian Route 27. The location was approximately 640 acres or about 1 square mile of mechanically furrowed ground covered with angular ferrous and marl sedimentary rock mostly ranging in size from 2 to 4 inches in diameter. Vegetation was sparse but looked as though reclamation had been attempted. A swell containing a small amount of water was present along the northwestern boundary of the mined area. This pit has not been an active operation for years.



Ganado Pit in process of removing the truck scale.



Ganado Pit where the loader operator was returning material to the previously mined area.

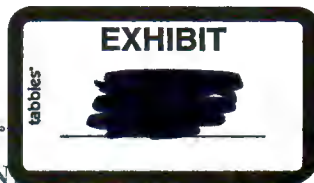


Nazlini Pit looking to the Northwest corner of the pit.

CC: Sharon Henderson, Associate Geologist, Surface Mining Program



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Navajo Region
P.O. Box 1060
Gallup, New Mexico 87305



IN REPLY REFER TO:
N425 Lease/Permits

MAY 05 2016

REC 1E
MAY - 9 2016
MINERALS DEPT. THE
NAVAJO NATION

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Ms. Tressia Contreras
FNF Construction, Inc.
115 S. 48th Street
Tempe, Arizona 85281

Dear Ms. Contreras,

Enclosed is an approved copy of Navajo Nation Earth Borrow Lease between FNF Construction Inc., (FNF) and the Navajo Nation with the assigned Lease No. N6SG201602. Please reference the lease number in future correspondences with the Bureau of Indian Affairs (BIA) Navajo Region, Division of Real Estate Services Office.

The approval of the lease incorporates additional stipulations as follows:

1. FNF will conduct a minimum of two (2) Ariel Lidar surveys as recommended by the BLM and provide a truck scale on site for production verification.
2. FNF will comply with the seed mix approved by the Navajo Nation Department of Agriculture when conducting all final reclamation activities.
3. FNF will preserve, protect, and monitor cultural resource sites located adjacent to the lease area. FNF will identify the sites in the field and place markers to avoid disturbance.

FNF will maintain an Earth Borrow mining operation near Ganado, AZ on Navajo Tribal Trust lands (26.436 acres) located within the SE/4 of Section 13, T. 27 N., R. 26 E., G&SRM, Apache County, Arizona. FNF is to adhere to and comply with the terms and conditions of the lease and associated documents such as the Mining and Reclamation Plan. FNF shall use an existing access road consisting of 2.038 acres and reclaim the access road in accordance to the approved plan with the approved seed mix.

Note: The BLM AZ State Office has set out specific conditional approval of stipulations regarding this project (see enclosure).

Monthly production/activity (reclamation, revegetation, etc) reports shall be sent to the BIA Division of Real Estate Services and the BLM Arizona State Office within 15 days after the end of each month, beginning with the month of first production and continuing until the lease expires. The reports are also required for months with no production. Reports are to be sent to the following addresses:

Bureau of Land Management
Attn: Mining Engineer
One North Central Avenue
Phoenix, AZ 85004

Office of Natural Resources Revenue
Attn: Accounts Receivable
PO Box 25165
Denver, CO 80225-0165

FNF is required to comply with the reporting requirements of the Office of Natural Resources Revenue (ONRR) in Lakewood, Colorado and all applicable tribal and federal laws and regulations.

If you should have any questions concerning the permits, contact Lyle Ben, Natural Resources Specialist at (505) 863-8394.

Sincerely,



Regional Director, Navajo

Enclosure:

cc: Navajo Nation, Attention Minerals Department
Bureau of Land Management, Arizona State Office
Office of Natural Resources Revenue, Denver Office
BIA, Division of Real Estate Services, Ft. Defiance Agency

EXHIBIT 'A'

NAVAJO NATION EARTH BORROW LEASE

THIS AGREEMENT for a Sand and Gravel Lease (Lease) is made and entered into this 20th day of August, 2015 by and between the Navajo Nation and whose address is at Window Rock Arizona, and FNF Construction, Inc. herein called the Lessee and whose address is at 115 South 48th Street, Tempe, Arizona 85281.

Definitions:

Sand & Gravel means: Earth Borrow, Sand, and Natural Gravel.

Department means: the Navajo Nation Minerals Department.

Navajo Nation (Nation) means: the Navajo Tribe of Indians.

Secretary means: the Secretary of the U.S. Department of Interior or his/her designated representative.

Performance bond means: a surety bond, collateral bond or self-bond or a combination thereof, by which a lessee assures faithful performance of all the requirements this lease and mining and reclamation plan.

Reclamation means: those actions taken to restore mined land as required to a post mining land use approved by the Department.

Resources Committee means: the Resources Committee of the Navajo Nation Council.

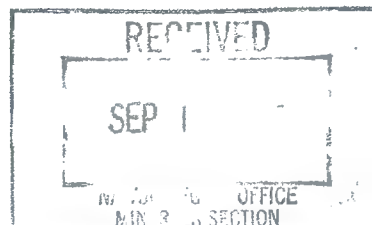
Slope means: average inclination of a surface, measured from the horizontal; normally expressed as a unit of horizontal distance to vertical distance.

Stabilize means: to control movement of soil or areas of disturbed earth by modifying the geometry of the mass, or by otherwise modifying physical or chemical properties, such as by providing a protective surface coating.

Ton means: 2000 pounds.

Water table means: the upper surface of a zone of saturation.

The Nation hereby grants Lessee a Lease right to extract earth borrow from SE ¼, Section 13, Township 27 North, Range 26 East, Apache County, State of Arizona. The Lease occupies an area of 26.436 acres, more or less, and the access road right-of-way consists of 2.038 acres, more or less. The location maps and legal descriptions of the Lease and the access road are shown in attached Exhibits _____ and _____, respectively. The Lease shall be subject to the following terms and conditions.



1. The Lease shall be valid for a period of two (2) years, effective the date it is approved by the Secretary. This date shall be known as the Effective Date of the Lease.

2. Payments to the Nation by the Lessee:

(i) An annual advance royalty for each lease year. The first payment in the amount of Eight-Thousand-Eight-Hundred-Sixty-One Dollars (\$8,861.00) is due within ten (10) days of the Effective Date. Subsequent annual advance royalty payments are due on or before each anniversary of the Effective Date. The annual advance royalty payment shall be credited against production royalties only during the year for which the advance royalty has been paid.

(ii) A royalty at the rate of \$1.42 per ton for each ton of material removed and sold from the Lease premises. The royalty payment shall be made on a monthly basis within fifteen (15) days following the month for which the royalty is due. Lessee must maintain an accurate and current record of borrow material produced and sold. This record must be available to the Nation and the U.S. Department of Interior (DOI) staff for inspection during business hours.

(iii) Annual consideration of \$1,590.00 for the access road right-of-way. The first payment is due (unless it is paid in lump sum for the entire term of the lease) within ten (10) days of the Effective Date and all subsequent payments shall be made on or before each anniversary of the Effective Date.

(iv) The subsequent annual advance royalty payment, the royalty rate, and the right-of-way consideration (if not paid in lump sum) shall be subject to annual adjustments on each anniversary of the Effective Date. The adjustments shall be based upon the increase in the Consumer Price Index (CPI), U.S. City Average for All Urban Consumers. The CPI for July 2015 shall be used as the base for all adjustments.

3. Mining and Reclamation Plan: The Lessee shall provide a mining and reclamation plan (Plan) to the Nation and to the DOI. The Lessee shall comply with all the requirements of the approved Plan. Lessee shall obtain the approval of the Nation and the DOI prior to making any changes in the approved Plan. The Plan will include the area to be mined with drainage control; annual tonnage estimates for the mining area; and the planned reclamation timing to coincide with the mining. As a general rule, slopes will not exceed 5:1 and majority of the revegetation species will be native to the area.

4. Bond: The Lessee shall furnish a performance and reclamation bond for Two-Hundred-Fifty-Thousand Dollars (\$250,000.00). The Lessee shall maintain this bond at all times even if the Lease has expired or is terminated. The bond shall only be released with the written consent of the Nation. The bond may also be increased by the Nation and/or the DOI. The Lessee shall request a bond release to DOI only after the Lease has been expired or terminated and Lessee has fulfilled all its obligations, including all payments due to the Nation and reclamation requirements, under the terms and conditions of this Lease.

5. Records and Reports: The Lessee shall maintain accurate records of all sand and gravel material extracted, stockpiled, sold and removed from the Lease and the royalty due and paid to the Nation. A copy of the records shall be provided to the DOI and the Nation Minerals Department (P.O. Box 1910, Window Rock, AZ: 86515) on a monthly basis within fifteen (15) days following the sale month. Monthly production reports must be filed even if there was no sale of material.

6. Method of Payments: All required payments under Section 2 of this Lease shall be made to the department, in lawful money of the United States. A copy of the payments shall be provided to the DOI.

7. Disposition of Minerals and Surface: The Nation expressly reserves the right to use, lease or otherwise dispose of the minerals not covered by this Lease and the surface of the lands embraced within this Lease under existing laws and laws hereinafter enacted. Lessor further reserves the right to grant additional leases for the extraction and removal of sand and gravel or for any other purposes from the lands described herein. Such disposition and use shall be subject to the prior rights of the Lessee herein to use of so much of the said surface as is necessary in the extraction and removal of sand and gravel described in accordance with this Lease.

8. Diligence: The Lessee shall exercise diligence in the conduct of its mining operation and the land described herein shall not be held for speculative purposes, but in good faith for the extraction of sand and gravel and shall begin operation within one (1) month of the Effective Date and shall continue production thereafter at the rate specified in the plan.

9. No work shall commence until the mandatory mine health and safety training has been provided to the workers pursuant to 30 CFR, Part 46. The Lessee shall maintain the required training plan pursuant to the provisions of 30 CFR, Part 46. The Department shall be listed in the training plan if the Lessee wants the Department to conduct the training. The Lessee may contact the Department to arrange for the training.

10. The Lessee may develop, use and occupy the area under the Lease for the purpose of removing sand and gravel material. The Lessee may not develop, use or occupy the area under the Lease for any other purpose without the prior written approval of the Nation and the Secretary. Such approval of the Nation may be granted upon conditions or withheld at the sole discretion of the Nation. The Lessee may not develop, use or occupy the area under the permit for any unlawful purpose. Any unlawful use of the land within the Lease shall render the Lease void at the option of the Nation and/or the Secretary.

11. Sand and gravel material shall not be used for projects outside the Nation unless it is expressly authorized by the Resources Committee of the Navajo Nation Council.

12. In all activities conducted by the Lessee within the Nation, the Lessee shall abide by all laws and regulations of the 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, Parts 162 and 169;
- b. Title 30, Code of Federal Regulations, Parts 46 and 56;
- c. The Navajo Nation Mine Safety Code 18 N.N.C. § 401;
- d. All applicable federal and 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 Nation's 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 practice.
- e. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq., and
- f. The Navajo Nation Water Code, 22 N.N.C. § et seq., Lessee shall apply for and submit all applicable permits and information to the Nation's Water Resources Department, or its successor.

13. The Lessee shall ensure that the air quality of the Nation is not unduly degraded during operations by violating federal and Nation's applicable laws and regulations.

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

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

16. The Lessee shall obtain prior written permission to cross an existing permit or lease areas, if any, from the appropriate parties.

17. The Lessee shall be responsible for and promptly pay all damages when they are sustained, from actions the Lessee causes.

18. The Lessee shall indemnify and hold harmless the 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 area under the Lease by the Lessee.

19. The Lessee shall not assign, convey, transfer or sublet in any manner whatsoever, the lease or any interest therein, or in or to any of the improvements on the land subject to the lease,

without the prior written consent of the 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 Nation may be granted, granted upon conditions or withheld at the sole discretion of the Nation.

20. The Nation may recommend termination of the Lease by DOI for violation of any of the terms and conditions stated herein.

21. At the termination of the Lease, the Lessee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear accepted. Upon the written request from the Nation, the Lessee shall provide the Navajo, at the Lessee's sole cost and expense, with an environmental audit assessment of the premises at least thirty (30) days after completion and notification to the Nation that all required reclamation has been performed.

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

23. The Nation and the Secretary shall have the right, at any reasonable time during the term of the permit, to enter upon the premises, or any part thereof, to inspect the same and any improvements located therein. The Nation and Secretary have further right to audit all payments due to the Nation.

24. By acceptance of the grant of Lease, the Lessee consents to the full territorial legislative, executive and judicial jurisdiction of the 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 Lessee within the Nation or which have a proximate (legal) effect on persons or property within the Nation.

25. By acceptance of the grant of the Lease, the Lessee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Nation on the basis that such jurisdiction is inconsistent with the status of the Nation as an Indian nation, or that the Nation's government is not a government of general jurisdiction, or that the Nation's 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 Lease or to the Nation.

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

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

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

29. 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 Lessee, and the term "Lessee" whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.

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

31. The Lessee is required to maintain and submit a certificate issued by an insurance company authorized to do business in the United States, and on the Nation, certifying that the applicant has a public liability insurance policy in force for the mining and reclamation operations pursuant to this Lease. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any person injured or property damaged as a result of the mining and reclamation operations, including the use of explosives. Minimum insurance coverage for bodily injury and property damage shall be \$ 500,000 for each occurrence and \$1,000,000 aggregate.

(a) The policy shall be maintained in full force during the term of the Lease and the liability period necessary to complete all reclamation requirements under the Plan.

(b) The policy shall include a rider requiring that the insurer notify the Department and DOI whenever substantive changes are made in the policy including any termination or failure to renew.

8.21.15

Date

THE NAVAJO NATION

BY

Russell Begaye

Russell Begaye, President
The Navajo Nation

8.21-15

Date

FNF CONSTRUCTION, INC.

BY Tressia Contreras

Tressia Contreras,
Environmental Manager
FNF Construction, Inc.

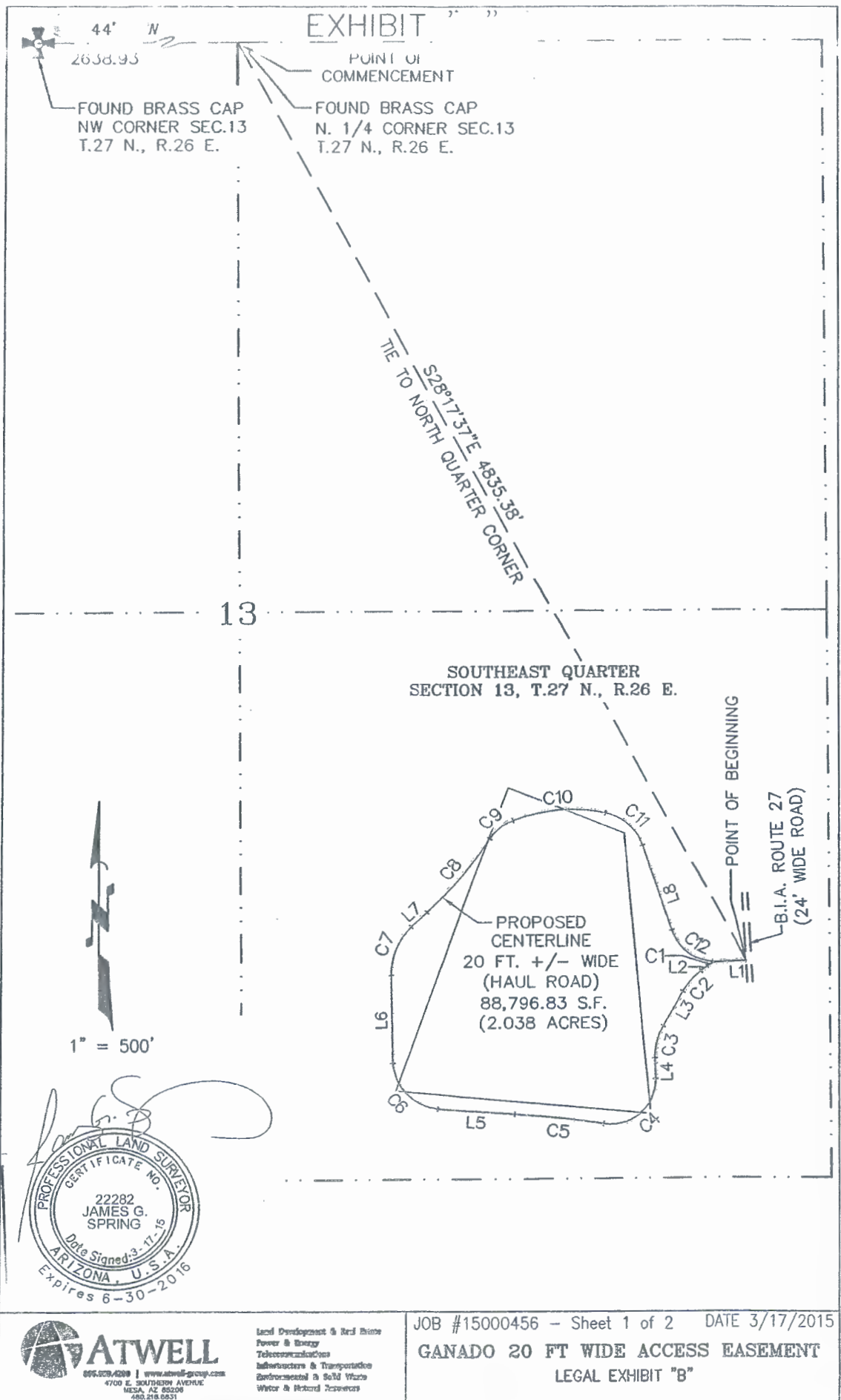
APPROVED:

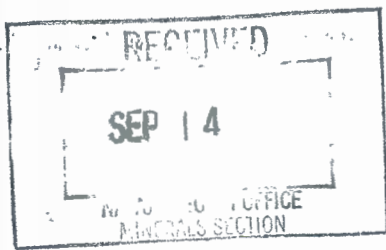
MAY 05 2016

Pursuant to Secretary's Reclamation Order
200 DM 8, 250 (Reclamation Order) AM 4

[Signature]
Regional Director, Navajo Region
Bureau of Indian Affairs

[Signature]
PROJECT COORDINATOR
FNF CONSTRUCTION, INC.





BORROW PIT

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13 FOR WHICH A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 13 LIES SOUTH 89°44'53" WEST, 2638.93 FEET;

THENCE SOUTH 19°29'51" EAST, ALONG A TIE LINE, 3661.87 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 67°23'02" EAST, 560.17 FEET;

THENCE SOUTH 05°16'15" EAST, 1311.59 FEET;

THENCE NORTH 84°29'27" WEST, 1137.99 FEET;

THENCE NORTH 19°19'19" EAST, 1496.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.436 ACRES MORE OR LESS.

TOGETHER WITH:

A 20 FEET WIDE STRIP OF LAND TO BE USED AS AN INGRESS-EGRESS EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13 FOR WHICH A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 13 LIES SOUTH 89°44'53" WEST, 2638.93 FEET;

THENCE SOUTH 28°17'37" EAST, ALONG A TIE LINE, 4835.38 FEET TO A POINT AT THE WESTERLY EDGE OF PAVEMENT OF B.I.A. ROUTE 27 AND THE **POINT OF BEGINNING**

THENCE SOUTH 87°10'31" WEST, 125.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 89.69 FEET, THROUGH A CENTRAL ANGLE OF 35°23'46", AN ARC DISTANCE OF 55.41 FEET;

THENCE SOUTH 51°46'53" WEST, 34.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 319.80 FEET, THROUGH A CENTRAL ANGLE OF 22°31'50", AN ARC DISTANCE OF 125.76 FEET;

THENCE SOUTH 29°14'52" WEST, 183.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 296.61 FEET, THROUGH A CENTRAL ANGLE OF 31°01'22", AN ARC DISTANCE OF 160.60 FEET;

THENCE SOUTH $1^{\circ}46'30''$ EAST, 96.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.75 FEET, THROUGH A CENTRAL ANGLE OF $100^{\circ}49'13''$, AN ARC DISTANCE OF 360.29 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 4536.98 FEET, THROUGH A CENTRAL ANGLE OF $5^{\circ}01'17''$ AN ARC DISTANCE OF 397.62 FEET;

THENCE NORTH $85^{\circ}58'34''$ WEST, 334.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 235.40 FEET, THROUGH A CENTRAL ANGLE OF $78^{\circ}06'00''$, AN ARC DISTANCE OF 320.88 FEET;

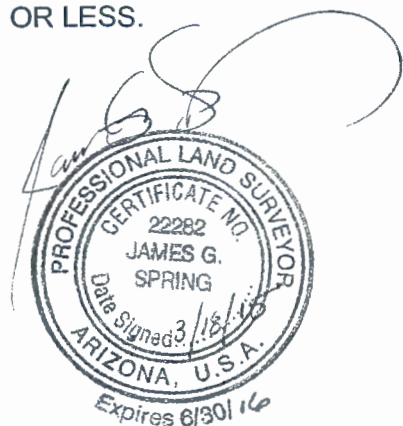
THENCE NORTH $1^{\circ}05'00''$ WEST, 412.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 293.64 FEET, THROUGH A CENTRAL ANGLE OF $47^{\circ}37'26''$, AN ARC DISTANCE OF 244.07 FEET;

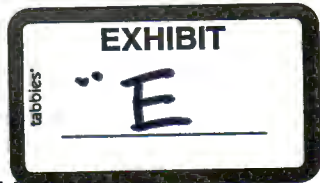
THENCE NORTH $46^{\circ}32'28''$ EAST, 99.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1593.13 FEET, THROUGH A CENTRAL ANGLE OF $15^{\circ}52'48''$, AN ARC DISTANCE OF 441.55 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 207.90 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}18'38''$, AN ARC DISTANCE OF 135.39 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 692.06 FEET, THROUGH A CENTRAL ANGLE OF $34^{\circ}34'31''$, AN ARC DISTANCE OF 417.63 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 234.16 FEET, THROUGH A CENTRAL ANGLE OF $59^{\circ}03'11''$, AN ARC DISTANCE OF 241.34 FEET;

THENCE SOUTH $18^{\circ}24'22''$ EAST, 415.60 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 210.41 FEET, THROUGH A CENTRAL ANGLE OF $74^{\circ}25'08''$, AN ARC DISTANCE OF 273.30 FEET TO A POINT OF TERMINUS, ALSO BEING A POINT ON DESCRIBED CENTERLINE, LYING SOUTH $87^{\circ}10'31''$ WEST, 125.87 FEET FROM THE POINT OF BEGINNING.

THE SIDELINES ON THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENDED OR SHORTENED TO MEET AT ANGLE AND END POINTS TO FORM A CONTINUOUS 20.00 FEET WIDE STRIP OF LAND THROUGH THE GRANTOR'S PROPERTY.

CONTAINING 88,796.83 SQUARE FEET OR 2.038 ACRES MORE OR LESS.





Document No. 007598

02/21/2017

EXECUTIVE OFFICIAL REVIEW

Title of Document: FNF,RUP W/In LEA. @ Ganado Lake Contact Name: YAZZIE, ELERINA B

Program/Division: DIVISION OF NATURAL RESOURCES

Email: michellehoskie@frontier.com Phone Number: 928-871-6447

			Sufficient	Insufficient
<input type="checkbox"/>	Business Site Lease			
	1. Division:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)			
	3. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions			
	1. Division:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications			
	1. Office of Management and Budget:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Navajo Housing Authority Request for Release of Funds			
	1. NNEPA:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lease Purchase Agreements			
	1. Office of the Controller:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)			
	2. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Grant Applications			
	1. Office of Management and Budget:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval			
	1. Division:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Relinquishment of Navajo Membership			
	1. Land Department:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. Elections:	Date:	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	Date:	<input type="checkbox"/>	<input type="checkbox"/>

☐ **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 ^(ic) _{CP&P} _____ Date: 4/6/17 ☒ ☐

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

☐ **OTHER:**

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

FNF CONSTRUCTION RUP WITH LEASE AT GANADO LAKE

Navajo Land Title Data System (NLTDs) Navajo Land Title, Navajo Land Title Data System - Windowrock AZ: Document Information

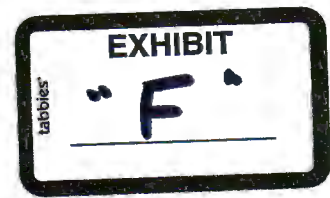
Document Information	
Document Name:	002_G002_00007598.zip
Revision:	
Version:	1
Document Desc:	
Document Author:	Stevie Hudson GLDD (Navajo Land Title Data System - Windowrock AZ)
Document Status:	Sufficient
Document Type:	164 Review Process
Effective Date:	30-Mar-2017
Expires:	Never
Uploaded from:	Navajo Land Title Data System (NLTDs) Phase 1: Plan for Quality Management System
	Step 987: 002_G002_00007598
	Task 1: Upload and Manage Documents
Size:	13493 KB
Date Uploaded:	24-Feb-2017
Maintained by:	Project Management Team

No Document Distribution Locations

Tier 1 Document Voting Results						
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Developer needs to maintain current state General Air Permit and ensure adequacy of a previous EA for operations at this location.	1.	03-Mar-2017
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Please consult with our office should your project impact 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.	01-Mar-2017
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	24-Feb-2017
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. It doesn't appear to be near the LUST site in that area but without a proper map it is hard to tell for sure.	1.	28-Feb-2017
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. The operation of the proposed asphalt batch plant could be covered under the federal Construction General Permit coverage authorized for the work on SR 264.	1.	24-Feb-2017
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	no comments	No Reply	27-Feb-2017
Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. HPD-15-262 CRID is attached. Please adhere to stipulations.	1.	24-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	27-Feb-2017

Tier 2 Document Voting Results						
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. My vote is also contingent on the permanent replacement of the file "C. Revocable Use Permit.pdf" with the corrected version which was renamed "C. Revocable Use Permit-revised03282017.pdf." The document will need to be retyped. Please inform who will be retyping the document. Thank you.		30-Mar-2017
Richard Begay NNHP (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	27-Mar-2017
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. approval contingent on compliance with all NNEPA laws and Federal EPA laws.	1.	07-Mar-2017
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	03-Mar-2017
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 the file "C. Revocable Use Permit.pdf" with the corrected version which was renamed "C. Revocable Use Permit-revised03282017.pdf" (or a retyped version of same). slp	1.	28-Mar-2017
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Department	NLD Administration	Approved	no comments	No Reply	03-Mar-2017

REVOCABLE USE PERMIT



This Permit entered into by and between the Navajo Nation hereinafter called the Permitter, whose address is Post Office Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and FNF Construction, Inc. hereinafter called Permittee, whose address is 115 S. 48th Street Tempe, AZ, under the provisions of the Act of August 9, 1955, as implemented by Part 162 - Leasing and Permitting of the Code of Federal Regulations, Title 25 - Indians, and any amendments thereto relative to permits on restricted lands which by this reference are made a part hereof.

1. The Permitter hereby permits the Permittee to use a tract of tribal trust lands being more particularly shown on Exhibit "A", attached hereto and made a part hereof, for the purpose of temporarily setting up an asphalt mixing plant with equipment and stockpiles.

2. TERM. The term of the Permit shall be for a period of three (3) months beginning on the date of approval by the Secretary of Interior.

3. RENTAL. The Permittee shall pay to the Permitter a rental of \$ 2,013.19 for the use of the premises described above for the term of the permit.

4. Upon termination of this Permit, the Permittee will clean up all refuse in the areas permitted, reseed denuded areas, and restore the areas to their original contour, leaving them in a neat and presentable condition satisfactory to the Permitter. The Navajo Environmental Protection Administration will be responsible for inspection of the areas and determining that the Permittee has complied with provisions of the Permit to the satisfaction of the Permitter.

5. INTOXICATING BEVERAGES. The Permittee further agrees that he will not use or permit to be used any part of said property and/or premises for any unlawful conduct or purposes whatsoever; that he will not use or permit to be used any part of said property and/or premises for the manufacture, sale, gift, transportation, drinking or storage of intoxicating liquors or beverages. Violation of this clause by the Permittee or with his knowledge, shall render this Permit voidable at the option of the Permitter.

6. LIABILITY FOR USE. It is further understood and agreed that the Permittee shall hold the Permitter harmless from any and all claims or liabilities arising out of the use, occupancy, or possession of said property and premises by the Permittee, or injury sustained by the Permittee, or any other person or damage to property, on or about said property and premises during the term of this Permit.

7. OBLIGATIONS OF PERMITTEE. While the leased premises are in trust or restricted status, all of the Permittee's obligations under this Permit and the obligations of his surety or sureties, are to the United States as well as to the Permitter.

8. Nothing contained in this Permit shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the permit; however, such termination shall not serve to abrogate the permit. The owners of the land and the Permittee and his surety or sureties shall be notified of any such changes in the status of the land.

9. The Permittee agrees that he will not use or cause to be used any part of the permitted premises for any unlawful conduct or purposes.

10. MEMBER OF CONGRESS NOT TO BE BENEFIT. No member of or delegate to Congress or resident commissioner, shall be admitted to any share or part of this Permit or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Permit if made with a corporation or company for its general benefit.

11. ENVIRONMENT. Permittee shall take all necessary measures to assure compliance with applicable Federal and Tribal laws and regulations now in force and effect and any amendments thereto which by this reference are made a part hereof. This shall include, but shall not be limited to, aesthetics, erosion controls and protection of timber or other vegetation. An environmental assessment report shall be submitted in writing to the Regional Director and the Navajo Environmental Protection Administration for approval prior to construction of required improvements or any access roads.

12. BOND. Except when prohibited by laws or regulations, Permittee shall furnish a bond to the Secretary of the Interior or his authorized representative for the faithful performance of this Permit in the amount of _____.

13. EMPLOYMENT OF NAVAJOS. Permittee shall give preference in employment arising in connection with this Permit to qualified, willing and available Navajos and other Indians living on or near the Navajo Reservation during the term of this Permit, and in construction of any facilities thereon, to the extent authorized by law.

14. AGREEMENT TO ABIDE BY NAVAJO LAWS. The Permittee and its employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation now in force and effect or which may hereafter be in force and effect. This agreement to abide by Navajo laws shall not forfeit rights which the Permittee and its employees and agents enjoy under the Federal laws of the United States Government.

IN WITNESS WHEREOF, the parties hereto have executed the Permit this _____ day of _____, 2017.

THE NAVAJO NATION, PERMITTER

BY: _____
Russell Begaye President

FNF Construction, Inc. PERMITTEE

BY: Shessia Contreras

Environmental Manager Title
1-25-17

APPROVED: _____
Pursuant to Secretarial Redlegation Order
209 DM8, 230 DM 1 and 3 IAM 4.

Regional Director, Navajo Region
Bureau of Indian Affairs



MEMORANDUM

TO:

Honorable Alton Shepherd
Navajo Nation Council

FROM:


Edward A. McCool, Principal Attorney
Office of Legislative Counsel

DATE:

April 27, 2017

SUBJECT: AN ACTION RELATING TO RESOURCES AND DEVELOPMENT;
APPROVING THE GRANT OF A REVOCABLE USE PERMIT FOR A PERIOD NOT TO
EXCEED THREE (3) MONTHS TO FNF CONSTRUCTION, INC. TO OPERATE AND
MAINTAIN ONE (1) ASPHALT MIXING PLANT AREA (10.7 ACRES) TO BE
LOCATED WITHIN THE FNF CONSTRUCTION, INC. BORROW LEASE AREA OF
28.436 ACRES LOCATED AT GANADO LAKE/DAM VICINITY, NAVAJO NATION,
APACHE COUNTY, ARIZONA AND PREVIOUSLY APPROVED BY RESOLUTION
NO. RDCAU-56-15

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§500, 501. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0157-17__

SPONSOR: Alton Joe Shepherd

TITLE: An Action Relating To Resources And Development; Approving The Grant Of A Revocable Use Permit For A Period Not To Exceed Three (3) Months To FNF Construction, Inc. To operate And Maintain One (1) Asphalt Mixing Plant Area (10.7 Acres) To Be Located Within The FNF Construction, Inc. Borrow Lease Area Of 28.436 Acres Located At Ganado Lake/Dam Vicinity, Navajo Nation, Apache County, Arizona And Previously Approved By Resolution No. RDCAU-56-15

Date posted: May 2, 2017 at 5:23 PM

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

Written comments may be mailed to:

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

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

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

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0157-17

SPONSOR: Honorable Alton Joe Shepherd

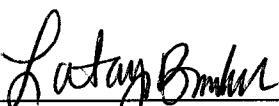
TITLE: An Action Relating To Resources And Development; Approving The Grant Of A Revocable Use Permit For A Period Not To Exceed Three (3) Months To FNF Construction, Inc. To operate And Maintain One (1) Asphalt Mixing Plant Area (10.7 Acres) To Be Located Within The FNF Construction, Inc. Borrow Lease Area Of 28.436 Acres Located At Ganado Lake/Dam Vicinity, Navajo Nation, Apache County, Arizona And Previously Approved By Resolution No. RDCAU-56-15

Posted: May 2, 2017 at 5:23 pm

5 DAY Comment Period Ended: May 7, 2017

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Inclusive Comments	<i>None</i>



Policy Analyst
Office of Legislative Services
5/8/17 8:10am
Date/Time