

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
of the 23<sup>rd</sup> NAVAJO NATION COUNCIL - Third Year, 2017

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE GRANT OF RIGHT-OF-WAY TO THE CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC. TO CONSTRUCT, OPERATE AND MAINTAIN A SINGLE PHASE DISTRIBUTION LINE TO SERVE NAVAJO FAMILIES NEAR THE VICINITY OF BACA CHAPTER, NAVAJO NATION, MCKINLEY COUNTY, NEW MEXICO

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS

A. The Continental Divide Electric Cooperative, Inc. has submitted a commercial Right-of-Way application to construct, operate and maintain a single phase distribution line on, over and across Navajo Nation Trust Lands and Navajo Fee Lands to serve Navajo families near the vicinity of Baca Chapter, Navajo Nation, McKinley County, New Mexico. See **Exhibit "A"**

B. The proposed Right-of-Way on Navajo Nation Fee Lands is 8,979.19 feet in length, 20 feet in width, 4.10 acres, located in Section 17, Township North, Range 12 West, NMPM, McKinley County, New Mexico. See **Exhibit "B"**.

C. The proposed Right-of-Way on Navajo Trust Lands is 972.65 feet in length, 20 feet in width, .44 acres, located in Section 18, Township 13 North, Range 12 West, NMPM, McKinley County, New Mexico. See **Exhibit "B"**.

D. The Navajo Nation is the only affected land user and has provided the necessary consent from the District 16 Land Board member. See **Exhibit "C"**.

E. The application for the Right-of-Way as submitted by Continental Divide Electric Cooperative has been reviewed by the Navajo Land Department; Fish and Wildlife; Historic Preservation; Minerals; Navajo Nation Environmental Protection; Division of Natural Resources and the Department of Justice and "Approved" or found "Sufficient" by all. See **Exhibit "D"**

### **SECTION THREE. APPROVAL**

A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Grant of Right-of-Way on Navajo Fee Lands and Navajo Trust Lands, each as described in Exhibit "B" to the Continental Divide Electric Cooperative, Inc. to construct, operate and maintain a single phase distribution line to serve Navajo families near the vicinity of the Baca Chapter, Navajo Nation, McKinley County, New Mexico.

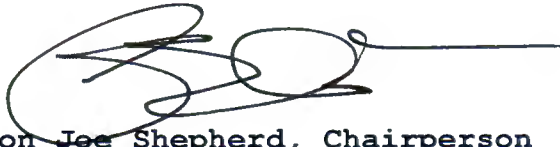
B. The Resources and Development Committee of the Navajo Nation Council hereby approves the Right-of-Way subject to, but not limited to, the Terms and Conditions incorporate herein and attached as found at **Exhibits "E" and "F"**.

C. The Resources and Development Committee hereby waives the requirement for a bond, insurance or alternative form of security on the part of the Grantee, based on the determination that the project benefits the Navajo Nation and such a waiver is in the best interest of the Navajo Nation, pursuant to Title 25 CFR §169.103 (f)(2).

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

**CERTIFICATION**

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at NDOT, Tse Bonito, (Navajo Nation) New Mexico, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 4<sup>th</sup> day of May, 2017.

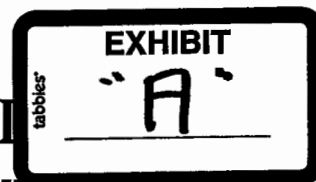
A handwritten signature in black ink, appearing to read 'Alton Joe Shepherd', with a long horizontal line extending to the right.

**Alton Joe Shepherd, Chairperson  
Resources and Development Committee  
Of the 23<sup>rd</sup> Navajo Nation Council**

**Motion: Honorable Benjamin Bennett  
Second: Honorable Leonard Pete**



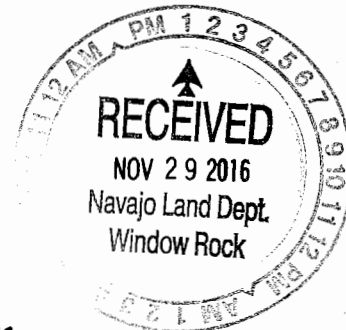
# CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.



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

November 22, 2016

The Navajo Land Department  
Attn: Ms. Elerina Yazzie, Program Manager  
Project Review Office  
PO Box 2249  
Window Rock, Arizona 86515



Re: Submitting ROW Package for Baca Chapter Seawald Estates Project, WO#42951

Dear Ms. Yazzie,

Continental Divide Electric Cooperative, Inc. is requesting right-of-way for the proposed 14.4/24.9 kv line for the Baca Chapter Seawald Estates Project. The power line Right-of-way packet consists of the following documents being submitted for review by the Division of Natural Resources, Project Review Office.

1. \$500.00 Filing Fee, Check #133327
2. Grant of Permission to Survey – Navajo Fee Lands from Mr. Howard Draper (Copy)
3. Grant of Permission to Survey - Tribal Trust Land from BIA/ENA Lester Tsosie (Copy)
4. Right of way Application – Navajo Tribal Fee Land
5. Right of way Application – Navajo Tribal Trust Land
6. Archaeological Report
7. Cultural Resources Compliance Form
8. Environmental Report
9. Biological Resources Compliance Form
10. FONSI
11. Legals
12. Map (4)

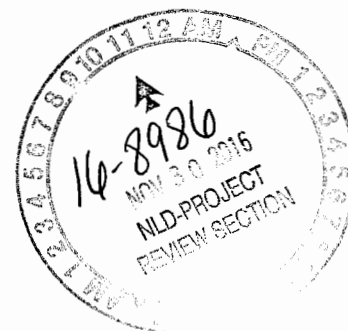
This project traverses over and across Navajo Tribal Trust Land and Navajo Fee Land. The distance on Navajo Tribal Trust Land is 972.65' feet in length, 20' feet in width, and 0.44 acres. The distance on Navajo Tribal Fee Land is 8,979.19' feet in length, 20' feet in width, and 4.10 acres.

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

Sincerely,

Debbie Olivar  
Engineering/ROW

Enclosures



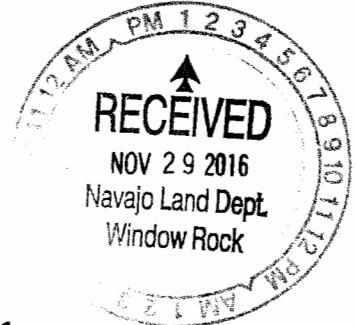


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10. FONSI
11. Legals
12. Map (4)

This project traverses over and across Navajo Tribal Trust Land and Navajo Fee Land. The distance on Navajo Tribal Trust Land is 972.65' feet in length, 20' feet in width, and 0.44 acres. The distance on Navajo Tribal Fee Land is 8,979.19' feet in length, 20' feet in width, and 4.10 acres.

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Sincerely,

Debbie Olivar  
Engineering/ROW

Enclosures





# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

## MEMORANDUM

TO : Elerina Yazzie, Program Manager  
General Land Development Department, DNR

FROM : Esther Kee  
Esther Kee, R/W Agent  
General Land Development Department, DNR

DATE : December 9, 2016

SUBJECT: CDEC Seawald Estates Power Line Project

Continental Electric Cooperative, Inc., Post Office Box 1087, Grants, New Mexico 87020, submitted an application for right of way to construct, operate and maintain a single phase distribution line to serve Navajo families near the vicinity of Baca Chapter.

The proposed right of way on Navajo Fee Land is 8,979.19 feet in length, 20 feet in width, 4.10 acres, located in Section 17, Township 13 North, Range 12 West, NMPM, McKinley County, New Mexico.

The proposed right of way on Navajo Trust Lands is 972.65 feet in length, 20 feet in width, .44 acres, located in Section 18, Township 13 North, Range 12 West, NMPM, McKinley County, NM.

The Navajo Nation is the only affected land user and provided the necessary consent from the District 16 Land Board member, Bobby Delgarito.

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

cc: Project file



Continental Divide Electric Cooperative, Inc  
PO Box 1087  
Grants, NM 87020-1087

PLEASE DETACH AND RETAIN

No. 133327

Date: 11/21/2016

COPY

DATE	INVOICE	DESCRIPTION	GROSS	NET
11/21/2016	WORK ORDER NO. 42951	WORK ORDER NO. 42951 FILING FEE	500.00	500.00
Vendor: 9997 THE NAVAJO NATION			Totals: 500.00	500.00

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW



Continental Divide Electric Cooperative, Inc  
PO Box 1087  
Grants, NM 87020-1087

No. 133327

95-219/1070

Wells Fargo Bank, NA  
Grants, NM 87020

FIVE HUNDRED AND NO / 100\*\*\*\*\*

PAY THE NAVAJO NATION  
TO PO BOX 2249  
THE WINDOW ROCK AZ 86515  
ORDER  
OF

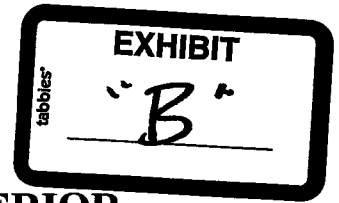
9997

DATE	CHECK NO.	AMOUNT
11/21/2016	133327	\$*****500.00

*[Signature]*  
Carmen J. Sandoval

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

133327 1070021921 2811880586



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

**RIGHT-OF-WAY APPLICATION**

**NAVAJO NATION TRIBAL TRUST LAND DESCRIPTION:** Section 18, T13N, R12W, NMPM McKinley Cty. NM

COMES NOW THE APPLICANT Continental Divide Electric Cooperative, Inc. of this 14 day of November, 2016, who hereby petition(s) the Bureau of Indian Affairs and respectfully files under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application of a 50 (term of years) right-of-way for the following purposes and reasons:

Construction, Operation, and Maintenance of 14.4 kv Electrical Distribution Line for The Baca Chapter Seawald Estates Poweline Project, WO#42951

Across the following described Navajo Nation Tribal Trust Land (easement description):

Section 18, T13N, R12W, NMPM McKinley County New Mexico

Said right-of-way across Navajo Nation Tribal Trust Land to be approximately 972.65' in length, 20 in width, and .44 in acres, as shown on attached map of definite location, attached hereto, and made a part hereof.

**SAID APPLICANT UNDERSTANDS AND EXPRESSLY AGREES TO THE FOLLOWING STIPULATIONS:**

1. To construct and maintain the right-of-way in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
3. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted.
5. To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.




6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
9. That upon revocation or termination of the right-of-way, the applicant shall, so far as in reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
11. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

**THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:**

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

DATE November 14, 2016

APPLICANT Continental Divide Electric Cooperative, Inc.  
Debbie Olivar 

**REQUIRED SUPPORTING DOCUMENTS:**

1. ( ) Written consent of landowner (ROW Form 94-7).
2. ( ) Map (plats) of definite location (2 original mylars & 2 copies, See 25 CFR 169.6, 169.7, 169.8, 169.9, 169.10 and 169.11).
3. ( ) Deposit of estimated damages or compensation (See 169.4 and 169.14).
4. ( ) Evidence of Authority of Officers to Execute Papers (ROW Form 94-4)
5. ( ) For corporation or business, requirements of 25 CFR 169.4 and 169.5 (unless previously filed):
  - ( ) a. State certified copy of corporate charter or articles of incorporation.
  - ( ) b. Certified copy of corporate resolution, by-laws, articles of partnership or association authorizing signatory to file the application.

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

**RIGHT-OF-WAY APPLICATION**

NAVAJO NATION TRIBAL FEE LAND DESCRIPTION: Section 17, T13N, R12W, NMPM McKinley Cty. NM

COMES NOW THE APPLICANT Continental Divide Electric Cooperative, Inc. of this 14 day of November, 2016, who hereby petition(s) the Bureau of Indian Affairs and respectfully files under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application of a 50 (term of years) right-of-way for the following purposes and reasons:

Construction, Operation, and Maintenance of 14.4 kv Electrical Distribution Line for The Baca Chapter Seawald Estates Poweline Project, WO#42951

Across the following described Navajo Nation Tribal Fee Land (easement description):

Section 17, T13N, R12W, NMPM McKinley County New Mexico

Said right-of-way across Navajo Nation Tribal Fee Land to be approximately 8,979.19' in length, 20 in width, and 4.10 in acres, as shown on attached map of definite location, attached hereto, and made a part hereof.

SAID APPLICANT UNDERSTANDS AND EXPRESSLY AGREES TO THE FOLLOWING STIPULATIONS:


1. To construct and maintain the right-of-way in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
3. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted.
5. To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.

6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
9. That upon revocation or termination of the right-of-way, the applicant shall, so far as in reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
11. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

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

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5. ( ) For corporation or business, requirements of 25 CFR 169.4 and 169.5 (unless previously filed):
  - ( ) a. State certified copy of corporate charter or articles of incorporation.
  - ( ) b. Certified copy of corporate resolution, by-laws, articles of partnership or association authorizing signatory to file the application.

**RIGHT-OF-WAY EASEMENT FOR  
SEAWALD ESTATES POWER LINE PROJECT  
LINE A  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

SURVEYOR'S DESCRIPTION of a right-of-way easement for the Continental Divide Electric Cooperative Inc.'s Seawald Estates Power Line Project, Line "A", located within sections 16, 17 and 18, Township 13 North, Range 12 West, New Mexico Principal Meridian, State Land, Tribal Fee Land, and Navajo Nation Trust Land, McKinley County, State of New Mexico, and being more particularly described as follows:

A strip of land, twenty (20) feet wide, being ten (10) feet on each side of the following described centerline in Tribal Land and thirty (30) feet wide, being fifteen (15) feet on each side of the following described centerline in State Land:

BEGINNING at B.O.P. Station 0+00, existing pole number 60049 in NW $\frac{1}{4}$ NE $\frac{1}{4}$  section 16, T13N, R12W, NMPM, said parcel being State Land, and from which point the found BLM brass cap for the northeast corner of section 16, T13N, R12W, NMPM, bears N75°38'07"E a distance of 2,637.36 feet, and from which point the Base Station having true New Mexico State Plane West, NAD83, US Survey feet coordinates of N1588929.85, E2639838.10, Lat. 35°22'00.43", Long. -108°06'45.29", bears N08°53'56"E a distance of 1,784.54 feet,

Thence N59°13'54"W a distance of 141.95 feet to P.O.T. Station 1+41.95, at which point the centerline of the power line easement enters NE $\frac{1}{4}$ NW $\frac{1}{4}$  section 16, T13N, R12W, NMPM, said parcel being State Land,

Thence continuing N59°13'54"W a distance of 558.34 feet to P.I. Station 7+00.29,

Thence S55°49'55"W a distance of 1,036.56 feet to P.O.T. Station 17+36.85, at which point the centerline of the power line easement enters NW $\frac{1}{4}$ NW $\frac{1}{4}$  section 16, T13N, R12W, NMPM, said parcel being State Land, and from which point the found BLM brass cap for the northwest corner of section 9, T13N, R12W, NMPM, bears N11°14'27"W a distance of 6,326.68 feet,

Thence continuing S55°49'55"W a distance of 621.66 feet to P.O.T. Station 23+58.51, at which point the centerline of the power line easement enters SW $\frac{1}{4}$ NW $\frac{1}{4}$  section 16, T13N, R12W, NMPM, said parcel being State Land,

Thence continuing S55°49'55"W a distance of 1,009.99 feet to P.O.T. Station 33+68.50, at which point the centerline of the power line easement enters section 17, T13N, R12W, NMPM, said parcel being Navajo Tribal Fee land, and from which point the found BLM brass cap for the quarter corner common to sections 17 and 18, T13N, R12W, NMPM, bears S82°25'22"W a distance of 5,421.06 feet.

Thence continuing S55°49'55"W a distance of 3,417.23 feet to P.I. Station 67+85.73,

Thence N88°37'53"W a distance of 354.58 feet to P.O.T. Station 71+40.31,

Thence continuing N88°37'53"W a distance of 2,046.72 feet to P.O.T. Station 91+87.03,

Thence continuing N88°37'53"W a distance of 127.55 feet to P.O.T. Station 93+14.58, at which point the centerline of the power line easement enters section 18, T13N, R12W, NMPM, said parcel being Navajo Tribal Trust Land, and from which point the point the found BLM brass cap for the quarter corner common to sections 17 and 18, T13N, R12W, NMPM, bears N00°54'41"W a distance of 1,144.13 feet.

Thence continuing N88°37'53"W a distance of 415.66 feet to E.O.P. Station 97+30.24, the point of termination for the above described power line easement for Line "A", from which point the found BLM brass cap for the southeast corner of section 18, T13N, R12W, NMPM, bears S16°28'57"E a distance of 1,547.20 feet.

The right of way easement is 1.84 miles in length.

STATE LAND: 3,368.50 feet, 0.64 miles, 204.151 rods, 2.320 acres

TRIBAL LAND: 6,361.74 feet, 1.20 miles, 2.921 acres

**RIGHT-OF-WAY EASEMENT FOR  
SEAWALD ESTATES POWER LINE PROJECT  
TAP A-1  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

SURVEYOR'S DESCRIPTION of a right-of-way easement for the Continental Divide Electric Cooperative Inc.'s Seawald Estates Power Line Project, Tap "A-1", located within section 17, Township 13 North, Range 12 West, New Mexico Principal Meridian, Tribal Fee Land, McKinley County, State of New Mexico, and being more particularly described as follows:

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

BEGINNING at P.O.T. Station 71+40.31 of Line "A", said point being B.O.P. Station 0+00 for Tap "A-1" located in section 17, T13N, R12W, NMPM, said parcel being Navajo Tribal Fee Land,

Thence S09°34'13"W a distance of 879.88 feet to E.O.P Station 8+79.88, the point of termination for the above described power line easement for Tap "A-1".

The above described right-of-way easement contains 0.40 acres, more or less, in area.  
The right of way easement is 0.17 miles in length.

**RIGHT-OF-WAY EASEMENT FOR  
SEAWALD ESTATES POWER LINE PROJECT  
TAP A-2  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

**SURVEYOR'S DESCRIPTION** of a right-of-way easement for the Continental Divide Electric Cooperative Inc.'s Seawald Estates Power Line Project, Tap "A-2", located within section 17, Township 13 North, Range 12 West, New Mexico Principal Meridian, Tribal Fee Land, McKinley County, State of New Mexico, and being more particularly described as follows:

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

**BEGINNING** at P.O.T. Station 91+87.03 of Line "A", said point being B.O.P. Station 0+00 for Tap "A-2", located in section 17, T13N, R12W, NMPM, said parcel being Navajo Tribal Fee Land,

Thence S10°09'34"E a distance of 620.00 feet to P.O.T Station 6+20.00,

Thence continuing S10°09'34"E a distance of 260.02 feet to E.O.P. Station 8+80.02, the point of termination for the above described power line easement for Tap "A-2".

The above described right-of-way easement contains 0.40 acres, more or less, in area.  
The right of way easement is 0.17 miles in length.

**RIGHT-OF-WAY EASEMENT FOR  
SEAWALD ESTATES POWER LINE PROJECT  
TAP A-2A  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

SURVEYOR'S DESCRIPTION of a right-of-way easement for the Continental Divide Electric Cooperative Inc.'s Seawald Estates Power Line Project, Tap "A-2A", located within section 17, Township 13 North, Range 12 West, New Mexico Principal Meridian, Tribal Fee Land, McKinley County, State of New Mexico, and being more particularly described as follows:

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

BEGINNING at P.O.T. Station 6+20.00 of Tap "A-2", said point being B.O.P. Station 0+00 for Tap "A-2A", located in section 17, T13N, R12W, NMPM, said parcel being Navajo Tribal Fee Land,  
Thence S84°19'11"E a distance of 180.17 feet to E.O.P. Station 1+80.17, the point of termination for the above described power line easement for Tap "A-2A".

The above described right-of-way easement contains 0.08 acres, more or less, in area.  
The right of way easement is 0.03 miles in length.



**RIGHT-OF-WAY EASEMENT FOR  
SEAWALD ESTATES POWER LINE PROJECT  
TAP A-3  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

**SURVEYOR'S DESCRIPTION** of a right-of-way easement for the Continental Divide Electric Cooperative Inc.'s Seawald Estates Power Line Project, Tap "A-3", located within sections 17 and 18, Township 13 North, Range 12 West, New Mexico Principal Meridian, Tribal Fee Land, and Navajo Nation Trust Land, McKinley County, State of New Mexico, and being more particularly described as follows:

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

BEGINNING at P.O.T. Station 91+87.03 of Line "A", said point being B.O.P. Station 0+00 for Tap "A-3", located in section 17, T13N, R12W, NMPM, said parcel being Navajo Tribal Fee Land,

Thence N10°09'34"W a distance of 793.04 feet to P.O.T Station 7+93.04, at which point the centerline of the power line enters section 18, T13N, R12W, NMPM, said parcel being Navajo Tribal Trust Land, and from which point the found BLM brass cap for the quarter corner common to sections 17 and 18, T13N, R12W, NMPM, bears N00°54'41"W a distance of 366.46 feet.

Thence continuing N10°09'34"W a distance of 456.99 feet to E.O.P. Station 12+50.03, the point of termination for the above described power line easement for Tap "A-3".

The above described right-of-way easement contains 0.57 acres, more or less, in area.  
The right of way easement is 0.24 miles in length.

**SEAWALD ESTATES POWER LINE PROJECT  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

**GUY EASEMENT DESCRIPTION**

<u>GUY NO.</u>	<u>STATION</u>	<u>BEARING</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ACREAGE</u>	
<b>LINE A</b>						
1	0+00.00	S59°13'54"E	50'	20'	.02	STATE
2	7+00.29	N59°13'54"W	50'	20'	.02	STATE
3	7+00.29	N55°49'55"E	50'	20'	.02	STATE
4	67+85.73	S16°23'59"E	50'	20'	.02	NTF
5	97+30.24	N88°37'53"W	50'	20'	.02	NTT
<b>TAP A-1</b>						
6	0+00.00	N09°34'13"E	50'	20'	.02	NTF
7	8+79.88	S09°34'13"W	50'	20'	.02	NTF
<b>TAP A-2</b>						
8	8+80.02	S10°09'34"E	50'	20'	.02	NTF
<b>TAP A-2A</b>						
9	0+00.00	N84°19'11"W	50'	20'	.02	NTF
10	1+80.17	S84°19'11"E	50'	20'	.02	NTF
<b>TAP A-3</b>						
11	12+50.03	N10°09'34"W	<u>50'</u>	20'	<u>.02</u>	NTT
			550'	0.22		

TOTAL 11 GUYS

11 Guys x 0.02 acres = 0.22 ACRES

**STATE**

3 GUY EASEMENTS = 150 FT and 0.06 Acres

**NTF**

6 GUY EASEMENTS = 300 FT and 0.12 Acres

**NTT**

2 GUY EASEMENTS = 100 FT and 0.04 Acres

**SEAWALD ESTATES POWER LINE PROJECT  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

**SUMMARY DESCRIPTION**

<u>PARCEL</u>	<u>LENGTH</u>	<u>MILES</u>
LINE A	9,730.24'	1.84
TAP A-1	879.88'	0.17
TAP A-2	880.02'	0.17
TAP A-2A	180.17'	0.03
TAP A-3	1,250.03'	0.24
SUBTOTAL	12,920.34'	2.45
GUY EASEMENTS	550.00'	
<b>TOTAL</b>	<b>13,470.34'</b>	<b>2.45</b>

**STATE LAND**            3,368.50 feet, being 0.64 miles and 2.320 acres, and 204.151 rods

**TRIBAL FEE LAND**    8,679.19 feet, being 1.64 miles and 3.98 acres

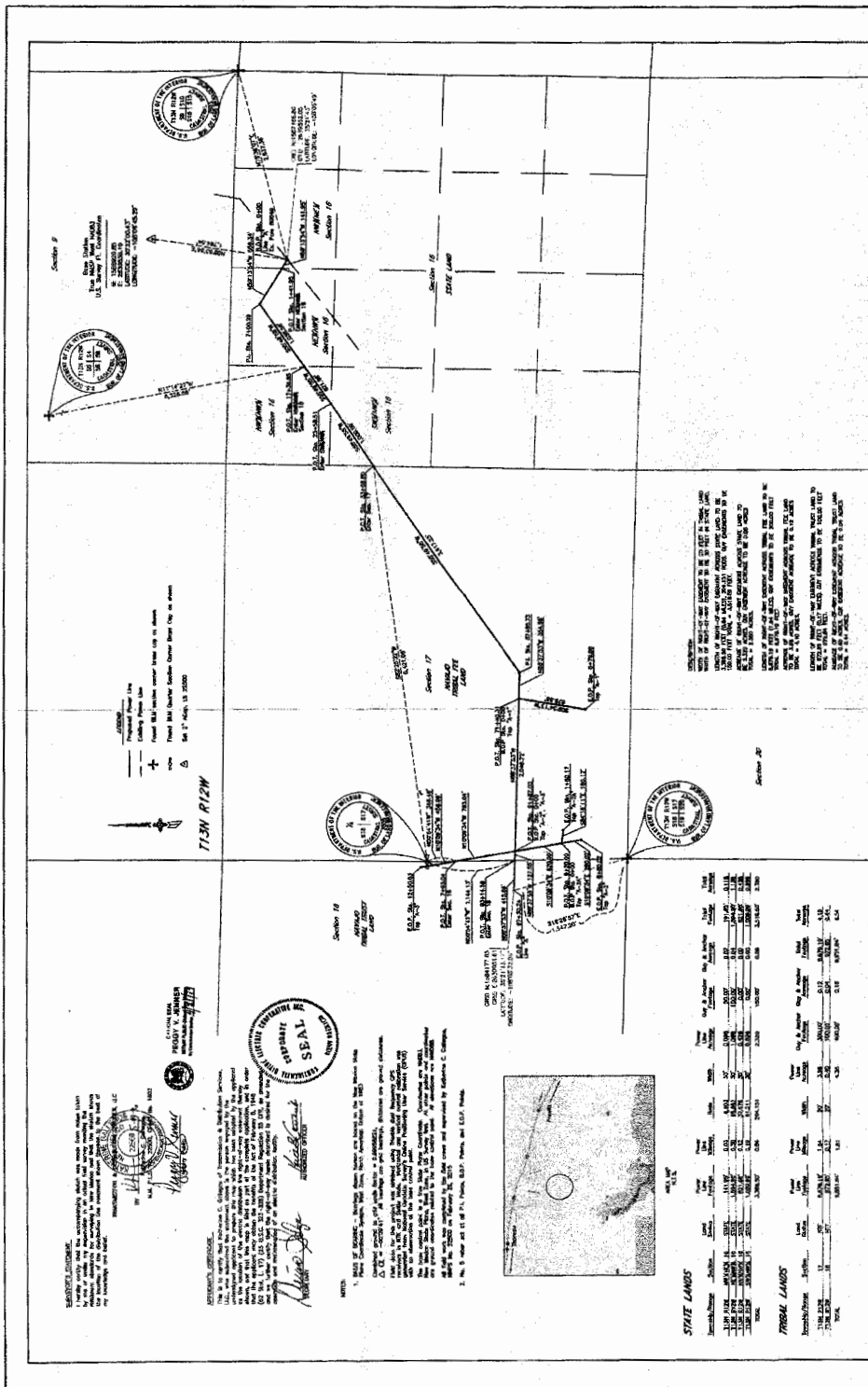
**TRIBAL TRUST LAND**   872.65 feet, being 0.17 miles and 0.40 acres

**SEAWALD ESTATES POWER LINE PROJECT  
MCKINLEY COUNTY, NEW MEXICO  
CDEC WORK ORDER NUMBER 42951**

**SECTION SUMMARY**

	<u>LAND</u> <u>STATUS</u>	<u>POWER LINE</u> <u>LENGTH</u>	<u>POWER LINE</u> <u>MILES</u>	<u>POWER LINE</u> <u>ACREAGE</u>	<u>GUY</u> <u>FOOTAGE</u>	<u>GUY</u> <u>ACREAGE</u>	<u>TOTAL</u> <u>FOOTAGE</u>	<u>TOTAL</u> <u>ACREAGE</u>	<u>RODS</u>
<b>T13N R12W</b>									
NW $\frac{1}{4}$ NE $\frac{1}{4}$ 16	STATE	141.95'	0.03	0.098	50.00'	0.02	191.95'	0.118	8.603
NE $\frac{1}{4}$ NW $\frac{1}{4}$ 16	STATE	1,594.90'	0.30	1.098	100.00'	0.04	1,694.90'	1.138	96.661
NW $\frac{1}{4}$ NNW $\frac{1}{4}$ 16	STATE	621.66'	0.12	0.428	0.00'	0.00	621.66'	0.428	37.676
SW $\frac{1}{4}$ NNW $\frac{1}{4}$ 16	STATE	1,009.99'	0.19	0.696	0.00'	0.00	1,009.99'	0.696	61.211
<b>STATE LAND TOTAL</b>		<b>3,368.50'</b>	<b>0.64</b>	<b>2.320</b>	<b>150.00'</b>	<b>0.06</b>	<b>3,518.50'</b>	<b>2.380</b>	<b>204.151</b>
<b>T13N R12W</b>									
Section 17	NTF	8,679.19'	1.64	3.98	300.00'	0.12	8,979.19'	4.10	
Section 18	NTT	872.65'	0.17	0.40	100.00'	0.04	972.65'	0.44	
<b>TRIBAL LAND TOTAL</b>		<b>9,551.84'</b>	<b>1.81</b>	<b>4.38</b>	<b>400.00'</b>	<b>0.16</b>	<b>9,951.84'</b>	<b>4.54</b>	

NOTICE: This is a single page of a multi-page document. No individual page can be interpreted alone and must be considered in the context of the entire document including but not limited to descriptions, surveyor statements, and plat.



1397. Thompson & Potts submit a study on: *USDA Forest Service: 1990-1999 Budget Request FY 2000*. Submitted 10/19/99. See <http://www.usda.gov>

To: Navajo Land Dept

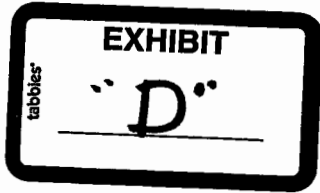
RE: Land Use Consent for  
Seawald Estates Powerline

Section 17, T13N, R12W is  
Navajo Fee land and is not  
permitted for grazing

Section 18, T13N, R12W is  
Navajo Trust land and is  
currently not permitted  
for grazing no land users  
will be affected

If you should require  
additional informations I can  
be contacted at 505-876-9917

Bobby Delgante 12-7-16  
Dist 16 Land Board Member



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

Document Name: 003\_B001\_00007324.zip  
Revision: 1  
Version: 1  
Document Desc: Michelle Hoskie NLD (Navajo Land Title Data System - Windowrock AZ)  
Document Author: Sufficient  
Document Status: 164 Review Process  
DocumentType: 20-Jan-2017  
Effective Date: Never  
Expires:  
Uploaded from: Navajo Land Title Data System (NLTDs) Phase 1: Plan for Quality Management System  
Step 958: 003\_B001\_00007324  
Task 1: Upload and Manage Documents  
4342 KB  
04-Jan-2017  
Project Management Team

Size:  
Date Uploaded:  
Maintained by:

No Document Distribution Locations

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. No comments.	1.	06-Jan-2017
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. The maps are very unclear, and our office does not work with Section, Township, and Range. Once again we need topo's that indicate 1:24,000 range of the area to be impacted. Cannot make a determination at this time. Please contact our office NNEPA Water Quality Department, 928-871-7690. Thank you.	1.	09-Jan-2017
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. BRCF 16jrae104 attached	1.	09-Jan-2017
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	no comments	No Reply	13-Jan-2017
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. This vote is contingent of inclusion of the uploaded Terms & Conditions document. slp	1.	06-Jan-2017

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Bidran N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	no comments	No Reply	19-Jan-2017
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. No comments	1.	13-Jan-2017
Rowena Cheromiah MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	13-Jan-2017
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. Need a 1:24,000 map of the project area.	1.	13-Jan-2017
Tamara Billie HPD (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	no comments	No Reply	18-Jan-2017
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Department	NLD Administration	Approved	no comments	No Reply	13-Jan-2017

**EXECUTIVE OFFICIAL REVIEW**Title of Document: CDEC, ROW Baca Chapter Seawald Estates Contact Name: DRAPER, HOWARDProgram/Division: DIVISION OF NATURAL RESOURCESEmail: michellehoskie@frontier.com Phone Number: 928-871-6447

<input type="checkbox"/>	<b>Business Site Lease</b>			<b>Sufficient</b>	<b>Insufficient</b>
	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"/>

☐ **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"/>

☐ **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"/>

☐ **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"/>

☐ **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"/>

☐ **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"/>

☐ **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"/>

☐ **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: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

☐ **Rights of Way**

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

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

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

☐ **Assignment of Mineral Lease**

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

*WPH* ☒ **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: _____          | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. F&W             | _____         | Date: _____          | <input type="checkbox"/>            | <input type="checkbox"/> |
| 3. HPD             | <i>Samuel</i> | Date: <i>1/24/17</i> | <input checked="" 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 <i>(ic)</i> | <i>WPH</i>    | Date: <i>2/23/17</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. OPVP            | <i>WPH</i>    | Date: <i>2-27-17</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

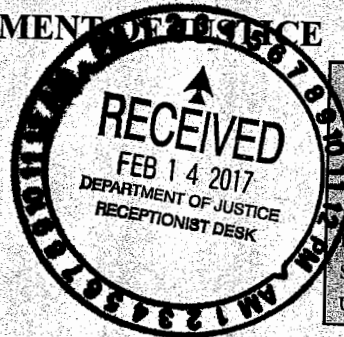
☐ **OTHER:**

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



NAVAJO NATION DEPARTMENT OF JUSTICE

**DOCUMENT  
REVIEW  
REQUEST  
FORM**



DOJ  
2/14/17 3:17pm  
DATE / TIME  
☐ 7 Day Deadline  
DOC # 007324#3  
SAS #  
UNIT: NM

☒ RESUBMITTAL

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

**CLIENT TO COMPLETE**

DATE OF REQUEST: Feb 14, 2017 ENTITY/DIVISION: DNR  
CONTACT NAME: Michelle or Stevie DEPARTMENT: GLDD  
PHONE NUMBER: x6447 E-MAIL: michellenoskie@frontier.com  
TITLE OF DOCUMENT: CDEC ROW Baca Chapter Seawald Estates

**DOJ SECRETARY TO COMPLETE**

DATE/TIME IN UNIT: 2.14.17 3:30pm REVIEWING ATTORNEY/ADVOCATE: Iman Chee  
DATE/TIME OUT OF UNIT: 2/23/17 12:00 pm 2.24.17

**DOJ ATTORNEY / ADVOCATE COMMENTS**

Document is legally sufficient.

REVIEWED BY: (PRINT) Iman Chee DATE / TIME 2-22-17  
SURNAMED BY: (PRINT) V. Blackhat DATE / TIME 2/23/17 8:25am

DOJ Secretary Called: Mark

for Document Pick Up on 2/23/17 at 1:20pm By: ah

PICKED UP BY: (PRINT)

DATE / TIME:



**NAVAJO NATION RIGHT-OF-WAY TERMS AND CONDITIONS**  
**CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC. (GRANTEE)**  
**(14.4 KV Electrical Distribution Line for Baca Chapter Seawald Estates Powerline Project)**

1. The term of the right-of-way shall be for twenty (20) years, beginning on the date the right-of-way is granted by the Secretary of the Interior.
2. Consideration for the right-of-way is assessed at \$ 6,430.74 and shall be paid in full to the Controller of the Navajo Nation, in lawful money of the United States, and a copy of the receipt for such payment provided to the Navajo Nation Minerals Department, or its successor, within ten (10) days of approval of and consent to the grant of the right-of-way by the Navajo Nation.

If consideration has been waived, the Navajo Nation contributes the amount listed above to the project because the project serves a public purpose and will benefit Navajo residents.

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

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

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

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

**RIGHT-OF-WAY APPLICATION**

NAVAJO NATION TRIBAL TRUST LAND DESCRIPTION: Section 18, T13N, R12W, NMPM McKinley  
Cty. NM

COMES NOW THE APPLICANT Continental Divide Electric Cooperative, Inc. of  
this 14 day of November, 2016, who hereby petition(s) the Bureau of Indian Affairs  
and respectfully files under the terms and provisions of the Act of February 5, 1948 (62  
Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application of a  
50 (term of years) right-of-way for the following purposes and reasons:

Construction, Operation, and Maintenance of 14.4 kv Electrical Distribution Line for The  
Baca Chapter Seawald Estates Poweline Project, WO#42951

Across the following described Navajo Nation Tribal Trust Land (easement description):

Section 18, T13N, R12W, NMPM McKinley County New Mexico

Said right-of-way across Navajo Nation Tribal Trust Land to be approximately 972.65' in  
length, 20 in width, and .44 in acres, as shown on attached map of definite location,  
attached hereto, and made a part hereof.

SAID APPLICANT UNDERSTANDS AND EXPRESSLY AGREES TO THE FOLLOWING STIPULATIONS:

1. To construct and maintain the right-of-way in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to  
169.4, determined by the Secretary to be due the landowners and authorized users  
and occupants of the land due to the survey, granting, construction and  
maintenance of the right-of-way.
3. To indemnify the landowners and authorized users and occupants against any  
liability for loss of life, personal injury and property damage arising from the  
construction, maintenance, occupancy or use of the lands by the applicant, his  
employees, contractors and their employees, or subcontractors and their  
employees.
4. To restore the lands as nearly as may be possible to their original condition upon  
the completion of construction, to the extent compatible with the purpose for  
which the right-of-way was granted.
5. To clear and keep clear the lands within the right-of-way to the extent compatible  
with the purpose of the right-of-way; and dispose of all vegetative and other  
material cut, uprooted or otherwise accumulated during construction and  
maintenance of the project.

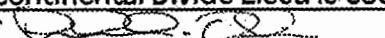


6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
9. That upon revocation or termination of the right-of-way, the applicant shall, so far as in reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
11. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

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

DATE November 14, 2016

APPLICANT Continental Divide Electric Cooperative, Inc.  
Debbie Olivar 

REQUIRED SUPPORTING DOCUMENTS:

1. ( ) Written consent of landowner (ROW Form 94-7).
2. ( ) Map (plats) of definite location (2 original mylars & 2 copies, See 25 CFR 169.6, 169.7, 169.8, 169.9, 169.10 and 169.11).
3. ( ) Deposit of estimated damages or compensation (See 169.4 and 169.14).
4. ( ) Evidence of Authority of Officers to Execute Papers (ROW Form 94-4)
5. ( ) For corporation or business, requirements of 25 CFR 169.4 and 169.5 (unless previously filed):
  - ( ) a. State certified copy of corporate charter or articles of incorporation.
  - ( ) b. Certified copy of corporate resolution, by-laws, articles of partnership or association authorizing signatory to file the application.



## NAVAJO NATION RIGHT-OF-WAY TERMS AND CONDITIONS

Continental Divide Electric Co. (GRANTEE)  
Inc.

1. The term of the right-of-way shall be for twenty (20) years, beginning on the date the right-of-way is granted by the Navajo Nation.
2. The consideration for the right-of-way is assessed at \$ 59,366.55. The Navajo Nation contributes this amount to the project to provide electricity to constructing, operating and maintaining a 14.4/24.9 kV single phase electrical power line to Navajo home.
3. The Grantee may develop, use and occupy the right-of-way for the purpose(s) of constructing and maintaining electrical distribution line. The Grantee may not develop, use or occupy the right-of-way for any other purpose, without the prior written approval of the Navajo Nation. The approval of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation. The Grantee may not develop, use or occupy the right-of-way for any unlawful purpose.
4. In all activities conducted by the Grantee within the Navajo Nation, the Grantee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:
  - a. Title 25, Code of Federal Regulations, Part 169, subject to the terms of this right-of-way;
  - b. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
  - c. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq.; and
  - d. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq.. Grantee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
5. The Grantee shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations pursuant to the right-of-way.
6. The Grantee shall clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way, and shall dispose of all vegetation and other materials cut, uprooted or otherwise accumulated during any surface disturbance activities.



7. The Grantee shall reclaim all surface lands disturbed related to the right-of-way, as outlined in a restoration and revegetation plan, which shall be approved by the Navajo Nation Environmental Protection Agency (NNEPA) prior to any surface disturbance. The Grantee shall comply with all provisions of such restoration and revegetation plan and shall notify the Director of the NNEPA immediately upon completion of the surface disturbance activities so that a site inspection can be made.
8. The Grantee shall at all times during the term of the right-of-way and at the Grantee's sole cost and expense, maintain the land subject to the right-of-way and all improvements located thereon and make all necessary and reasonable repairs.
9. The Grantee shall obtain prior written permission to cross existing rights-of-way, if any, from the appropriate parties.
10. The Grantee shall be responsible for and promptly pay all damages when they are sustained.
11. The Grantee shall indemnify and hold harmless the Navajo Nation and their respective authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of right-of-way by the Grantee.
12. The Grantee shall not assign, convey, transfer or sublet, in any manner whatsoever, the right-of-way or any interest therein, or in or to any of the improvements on the land subject to the right-of-way, without the prior written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
13. The Navajo Nation may terminate the right-of-way for violation of any of the terms and conditions stated herein. In addition, the right-of-way shall be terminable in whole or part by the Navajo Nation for any of the following causes:
  - a. Failure to comply with any term or condition of the grant or of applicable laws or regulations;
  - b. A non-use of the right-of-way for the purpose for which it is granted for a consecutive two (2) year period;
  - c. An Abandonment of the right-of-way;
  - d. The use of the land subject to the right-of-way for any purpose inconsistent with the purpose for which the right-of-way is granted.
14. At the termination of this right-of-way, the Grantee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Grantee shall provide the Navajo Nation, at the Grantee's sole cost and expense, with phase 1 environmental site assessment of the premises at least sixty (60) days prior to delivery of said premises.

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

25. The Grantee shall construct the power line in accordance with "suggested practices for Raptor Protection on Power Lines: State of the Art in 2006."

As a condition of the grant of right-of-way, the grantee agrees to the above referenced terms and conditions.

In witness whereof, the parties hereto have executed the grant of right-of-way this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE NAVAJO NATION**

By:

\_\_\_\_\_  
Russell Begaye, President

By:

\_\_\_\_\_  
\_\_\_\_\_, General Manager

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

**RIGHT-OF-WAY APPLICATION**

NAVAJO NATION TRIBAL FEE LAND DESCRIPTION: Section 17, T13N, R12W, NMPM McKinley Cty. NM

COMES NOW THE APPLICANT Continental Divide Electric Cooperative, Inc. of this 14 day of November, 2016, who hereby petition(s) the Bureau of Indian Affairs and respectfully files under the terms and provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Departmental Regulations 25 CFR 169, an application of a 50 (term of years) right-of-way for the following purposes and reasons:

Construction, Operation, and Maintenance of 14.4 kv Electrical Distribution Line for The Baca Chapter Seawald Estates Poweline Project, WO#42951

Across the following described Navajo Nation Tribal Fee Land (easement description):

Section 17, T13N, R12W, NMPM McKinley County New Mexico

Said right-of-way across Navajo Nation Tribal Fee Land to be approximately 8,979.19' in length, 20 in width, and 4.10 in acres, as shown on attached map of definite location, attached hereto, and made a part hereof.

SAID APPLICANT UNDERSTANDS AND EXPRESSLY AGREES TO THE FOLLOWING STIPULATIONS:

1. To construct and maintain the right-of-way in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
3. To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. To restore the lands as nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted.
5. To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.

6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
9. That upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
11. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

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

DATE November 14, 2016

APPLICANT Continental Divide Electric Cooperative, Inc.  
Debbie Olivar [Signature]

REQUIRED SUPPORTING DOCUMENTS:

1. ( ) Written consent of landowner (ROW Form 94-7).
2. ( ) Map (plats) of definite location (2 original mylars & 2 copies, See 25 CFR 169.6, 169.7, 169.8, 169.9, 169.10 and 169.11).
3. ( ) Deposit of estimated damages or compensation (See 169.4 and 169.14).
4. ( ) Evidence of Authority of Officers to Execute Papers (ROW Form 94-4)
5. ( ) For corporation or business, requirements of 25 CFR 169.4 and 169.5 (unless previously filed):
  - ( ) a. State certified copy of corporate charter or articles of incorporation.
  - ( ) b. Certified copy of corporate resolution, by-laws, articles of partnership or association authorizing signatory to file the application.