



BIA TAAMS No(s). _____

Tribal Tract No(s).: _____

Allotment No(s).: _____

SERVICE LINE AGREEMENT

WHEREAS, _____ organized and existing under the laws of _____, hereinafter termed “**APPLICANT**”, requested to extend _____ service to _____, thereafter termed, “**AUTHORIZED OCCUPANT**” of a tract of _____ land located on the _____, described below:

WHEREAS, the location of the service line required to serve the above-described premises, and its extent, is more particularly shown and delineated on the attached EXHIBIT A.

NOW, THEREFORE, it is hereby agreed that in consideration of the Applicant supplying _____ to the described premises, the **AUTHORIZED OCCUPANT** and the Navajo Nation hereby grant permission to **APPLICANT** to construct, operate, and maintain a service line on and across said premises, with the right of ingress and egress.

APPLICANT agrees to abide by the following terms and conditions of the Service Line Agreement:

1. Construct and maintain the service line(s) in a workmanlike manner.
2. Utility Provider shall be responsible for and promptly pay all filing and processing fees, surface clearance and damage fees assessed by the Navajo Nation, if any.

3. Utility Provider shall obtain prior written permission to cross existing rights-of-way, if any, from the appropriate parties.
4. File an executed copy of this Agreement, including all attachments, with the Navajo Land Department, and with the Secretary of the Interior, Bureau of Indian Affairs, Navajo Regional Office, Branch of Realty Services, for recording in the Land Titles and Records Office.
5. In all activities conducted by the Utility Provider within the Navajo Nation, Utility Provider shall abide by all laws and regulations of the Navajo Nation and the United States, now in force and effect, including but not limited to the following:
 - A. 25 C.F.R. §§ 169.51-169.56-Service Line Agreements and Part 169;
 - B. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, “discovery” means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
 - C. The Navajo Preference in Employment Act and the Navajo Nation Business Preference Law; and,
 - D. The Navajo Nation Water Code, 22 N.N.C. §§ 1101 *et seq.* Utility Provider shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
 - E. Utility Provider shall ensure that the air quality of the Navajo Nation is not jeopardized due to the violation of applicable laws and regulations by its operations under this Agreement.

- F. Utility Provider shall clear and keep clear the land within the service lines to the extent compatible with the purpose of the service lines and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during disturbance activities.
- G. Utility Provider shall reclaim all surface lands disturbed related to the service lines, as may be outlined in a restoration and revegetation plan, which shall be prepared with the assistance of Navajo Nation Environmental Protection Agency, or its successor (NNEPA), and shall be submitted to and must be approved by the NNEPA or its successor, prior to any surface disturbances. Utility Provider shall comply with all the provisions of such restoration and revegetation plan and shall notify the Department Manager, NNEPA or its successor immediately upon completion of the surface disturbance activities so that a site inspection can be made.
- H. Utility Provider shall, at Utility Provider's expense, maintain the land subject to the service lines and all improvements located thereon and make all necessary and reasonable repairs.
- I. Utility Provider shall indemnify and hold harmless the Navajo Nation and its 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 of lands by the Utility Provider.
- J. Utility Provider 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 a sovereign 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 service lines or the Navajo Nation.

- K. Any action or proceeding brought by Utility Provider against the Navajo Nation in connection with or arising out of the terms and conditions of an SLA shall be brought only in the courts of the Navajo Nation, and no such action or proceeding shall be brought by Utility Provider against the Navajo Nation in any court of any state.
- L. Nothing contained in these terms or conditions of an SLA shall be construed to affect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation.
- M. Except as may be prohibited by applicable federal law, the laws of the Navajo Nation shall govern the construction, performance, or enforcement of the terms and conditions of an SLA.
- N. The Navajo Nation may terminate this Agreement for violations of any of the terms and conditions stated herein. In addition, the Agreement shall be terminable in whole or in part by the Navajo Nation for any of the following causes:
 - i. Failure to comply with any terms and conditions of this Agreement or of applicable laws or regulations;
 - ii. A non-use of the service line(s) for the purpose for which *they/it is/are* authorized for a consecutive two (2) year period;
 - iii. An abandonment of the service line(s); and,
 - iv. The use of lands for any purpose inconsistent with the purpose for which the service line(s) are authorized.
- M. At the termination of the Agreement, Utility Provider 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, Utility Provider shall provide the Navajo Nation, at Utility Provider's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.

- N. Holding over by the Utility Provider after the termination of this Agreement shall not constitute a renewal or extension thereof or give Utility Provider any rights hereunder or in or to the land or to any improvement located thereon.
- O. The Navajo Nation shall have the right, at any reasonable time during the term of this Agreement, to enter upon the premises, or any part thereof, to inspect the same and buildings and other improvements erected or placed thereon.

The rights granted under this Agreement shall be binding upon the Parties for as long as _____ furnishes _____ service to the home, structure, or building. This Agreement shall be terminable upon abandonment or discontinuance of the use.

IN WITNESS WHEREOF, this Agreement was executed this day of _____, 20__.

APPLICANT:

AUTHORIZED OCCUPANT:

By: _____
(signature)

By: _____
(signature)

Allotment No.: _____

For Service Line Agreements for land use occupants without an approved lease, sublease, right-of-way, TAA, or other land use agreement or where there is a lack of express authorization within a land use grant authorization (lease, sublease, land withdrawal, TAA, or land use permit), the following signature line shall be added to the above-stated agreement form:

APPROVAL:

NAVAJO LAND DEPARTMENT

Department Manager

Date

ATTEST:

I, _____, _____, filed with the Bureau of Indian Affairs (BIA) for recording with the Land Title Records Office, BIA, the foregoing SLA on _____, 20___. On this date, I also submitted to the Navajo Land Department, Post Office Box 2249, Window Rock, Arizona, a fully executed copy of the foregoing SLA.

By: _____
(signature)

NOTICE: If a separate page is used for drawing or diagram purposes, the Utility Provider and the serviced Authorized Occupant must both sign and date the separate page.