

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
23<sup>rd</sup> Navajo Nation Council --- Fourth Year, 2018

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE ISSUANCE OF LEASE TO THE SAN JUAN SCHOOL DISTRICT FOR 14.68 ACRES, MORE OR LESS, AND RIGHT OF REASONABLE INGRESS AND EGRESS, SUBJECT TO ANY PRIOR, VALID, EXISTING RIGHTS-OF WAY TO CONSTRUCT, OPERATE AND MAINTAIN THE MONTEZUMA CREEK ELEMENTARY COMMUNITY SCHOOL AND OTHER EDUCATIONAL PURPOSES, INCLUDING THE CONSTRUCTION OF A GYMNASIUM IN THE ANETH CHAPTER VICINITY, NAVAJO NATION (SAN JUAN COUNTY, UTAH)

**Section One. Authority**

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 500(A).
- B. The Resources and Development Committee of the Navajo Nation Council has authority to give final approval of non-mineral leases and surface easements on Navajo Nation land and unrestricted (fee land). 2 N.N.C. § 501 (B) (2).

**Section Two. Findings**

- A. The San Juan School District (San Juan County, Utah) has requested a lease to use 14.69 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way. The lease between the Navajo Nation and San Juan School District is attached hereto as **Exhibit A**. Request Letters (date unknown) from the San Juan School District to the Navajo Land Department is attached hereto as **Exhibit B**. Resolution ACSEP-16-086 of the Aneth Chapter supporting the request of the San Juan School District is attached hereto as **Exhibit C**.
- B. The proposed lease site is SW 1/4 of Sec. 32, T40S, R24E, SLB&M in Montezuma Creek, San Juan County, Utah. The location of the site is more particularly described on the maps marked and attached hereto as **Exhibit D**.
- C. The Aneth Chapter Grazing Committee notified the Navajo Nation Department of Natural Resources verifying that the land has

already been withdrawn and therefore no need for grazing committee consent. Grazing Committee Member letter is attached hereto as **Exhibit E**. The Navajo Nation Department of Justice has verified that if the land has already been withdrawn that there is no need for land user consent. Navajo Department of Justice Handwritten Notes dated November 28, 2017, and December 18, 2017, are attached hereto as **Exhibit F**.

- D. In 1976, the Navajo Nation withdrew 16.59 acres of trust land to be used for a San Juan School District public school facility. See Advisory Committee of the Navajo Tribal Council Resolution ACMA-63-76 attached hereto as **Exhibit G**.
- E. The biological and cultural resources compliance reviews have been completed and are attached hereto and incorporated herein by this reference. The Cultural Resources Compliance Form and Cultural Resources Survey are attached hereto as **Exhibit H**; the Biological Resources Compliance Form attached as **Exhibit I**; and a letter from the Navajo Environmental Protection Agency regarding the San Juan School Lease is attached as **Exhibit J**.
- F. The San Juan County School Lease for Montezuma Creek has completed an Executive Official Review with various Departments and Programs providing approval and supplemental comments. Executive Official Review Document No. 008831 is attached hereto as **Exhibit K**.

### **Section Three. Approval**

- A. Resources and Development Committee of the Navajo Nation Council hereby approves the Navajo Nation and San Juan School District Lease for 14.69 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way of Navajo Nation Trust Lands in the Aneth Chapter vicinity, Navajo Nation (San Juan County, Utah). The location is more particularly described on the survey map attached hereto as **Exhibit D**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby approves the Navajo Nation and Navajo Nation and San Juan School District Lease for 14.69 acres, more or less, of Navajo Nation Trust Lands 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 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 implement 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 the Navajo Division of Transportation, Tse Bonito, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained on this 14<sup>th</sup> day of March, 2018.

A handwritten signature in black ink, appearing to read 'Ben Bennett', with a large, stylized initial 'B'.

Benjamin Bennett, Vice Chairperson  
Resources and Development Committee  
of the 23<sup>rd</sup> Navajo Nation Council

Motion: Honorable Alton Joe Shepherd  
Second: Honorable Jonathan Perry



LEASE NO. \_\_\_\_\_

**THE NAVAJO NATION  
and  
San Juan School District**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the **SAN JUAN COUNTY SCHOOL DISTRICT** hereinafter called the "Lessee," whose address is 200 North Main Street, Blanding, Utah 84511, pursuant to the authority contained in 2 N.N.C. § 501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by this reference are made a part hereof.

**1. DEFINITIONS.**

(A) "*Approved Encumbrance*" means an encumbrance approved in writing by Lessor in accordance with the terms and conditions of this Lease.

(B) "*Encumbrancer*" means the owner and holder of an Approved Encumbrance, including all successors and assigns.

(C) "*Hazardous Substance*" means any hazardous substance as defined at § 2104 Q, of the NNCERCLA, 4 N.N.C. §§2101 *et seq.*, including all amendments or successors thereto.

(D) "*NNCERCLA*" means the Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act, 4 N.N.C. §§2101 *et seq.*

(E) "*Regulated Substance*" means any regulated substance as defined at § 1502 V. of the Navajo Nation Underground and Aboveground Storage Act, 4 N.N.C. § 1501 *et seq.*, which includes petroleum and petroleum products.

**2. LEASED PREMISES.**

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within the chapter of Aneth, Navajo Nation (UT), more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 14.68 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, is hereinafter called the "Leased Premises." There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises. GLDD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. § 2322(B).



**3. PURPOSE, UNLAWFUL USES.**

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing, maintaining, and operating a gym consistent with the principal use of the Leased Premises for a gym.

(B) The Leased Premises shall not be used by Lessee for any purpose other than as provided herein, except with the prior written consent of Lessor. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) Lessee agrees not to use or permit to be used any part of the Leased Premises for any unlawful conduct or purpose.

**4. TERM.**

The term of this Lease shall be twenty-five (25) years, beginning on the date this Lease is approved by the Nation.

**5. RENTAL.**

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: **None**. In accordance with the provisions of 25 C.F.R. Part 162.604(b)(2)&(3), only nominal rental is provided for herein because this Lease is for educational purposes.

**6. CONDITION OF LEASED PREMISES.**

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor or any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

**7. IMPROVEMENTS.**

(A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease. At its option, Lessor may require Lessee to remove said buildings and other improvements and to restore the Leased Premises to its original state upon termination of this Lease.

(B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.

(C) As used in this section, the term "removable personal property" shall not include property, which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

#### **8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.**

(A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

(B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.

(C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

#### **9. CONSTRUCTION BOND**

Prior to the commencement of construction of any improvement on the Leased Premises, the Lessee shall require its construction contractor to post construction bonds in amount sufficient to cover such construction as may be approved by Lessor. The Bond shall be written to protect Lessor and Lessee. Copies of the bonds shall be submitted to Lessor upon written request.

#### **10. NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf.

## **11. UTILITY SERVICE LINE AGREEMENTS.**

(A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:

- (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
- (2) such agreements authorize utility service lines only within the Leased Premises;
- (3) such agreements do not extend beyond the term of this Lease;
- (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor within thirty (30) days of their execution; and
- (5) such agreements make Lessee and its Sublessee solely responsible for any charges; and
- (6) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.

(B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise to affect the rights-of-way reserved to Lessor in section 2 of this Lease.

## **12. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.**

(A) Lessee shall not permit any liens arising from any work performed, materials furnished, or other obligations incurred by Lessee to be enforced against the Leased Premises, any interest therein or improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless Lessor and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien therefor, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request



by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.

(C) Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.

(D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

### **13. SUBLEASES AND ASSIGNMENTS.**

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor. If the sublease or assignment is for the purposes stated in section 3 of this lease, the approval of Lessor will not be unreasonably withheld. GLDD will submit one copy of each Sublease to BIA for recording pursuant to 16 N.N.C. §2322(B).

### **14. QUIET ENJOYMENT.**

Lessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in this Lease, that Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons claiming from or under Lessor.

### **15. ENCUMBRANCE.**

(A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor, and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial statements or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount, purpose and terms of said encumbrance.

(B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor notice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the



Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

(C) If Lessor exercises the above right, all right, title and interest of Lessee in this Lease shall terminate and Lessor shall acquire this Lease; provided, however, that such termination shall not relieve Lessee of any obligation or liability which shall have accrued prior to the date of termination. Acquisition of this Lease by Lessor under these circumstances shall not serve to extinguish this Lease by merger or otherwise.

(D) If Lessor declines to exercise the above right and sale of the leasehold under the Approved Encumbrance shall occur, the purchaser at such sale shall succeed to all of the right, title and interest of Lessee in this Lease. It is further agreed that the purchaser at such sale if it is the Encumbrancer, the Encumbrancer may sell and assign this Lease without any further approval by Lessor, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. If Encumbrancer is the purchaser, it shall be required to perform the obligations of this Lease only so long as it retains title thereto. If the purchaser is other than Encumbrancer, the purchaser shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such purchase shall be valid unless and until purchaser shall so agree.

## **16. DEFAULT.**

(A) Time is declared to be of the essence in this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Lessor, said violation may be acted upon by the Nation in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successors thereto.

(B) In addition to the rights and remedies provided by the aforementioned regulations, Lessor may exercise the following options upon Lessee's default, authorized by applicable law subject to the provisions of subsection (D) below:

- (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
- (2) Re-enter the premises if the lessee has abandoned the premises or has failed to conduct business for an extended period of time without notice, and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the

expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or

- (3) Take any other action authorized or allowed under applicable law.

(C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor, or any other rights or remedies now held or which may be held by Lessor in the future.

(D) Lessor as the case may be, shall give to an Encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor shall accept performance by an Encumbrancer of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. An Encumbrancer shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. The Lessor shall not terminate this Lease if an Encumbrancer has cured or is taking action diligently to cure Lessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

#### **17. SANITATION.**

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the Navajo Nation. Lessee agrees to dispose of all solid waste in compliance with applicable federal and Navajo Nation law. Lessee further agrees at all times to maintain the entire Leased Premises in a safe and sanitary condition, presenting a good appearance both inside and outside the Leased Premises.

#### **34. 18. HAZARDOUS AND REGULATED SUBSTANCES.**

(A) Lessee shall not cause or permit any Hazardous or Regulated Substance to be used, stored, generated or disposed of on or in the Leased Premises without first notifying Lessor and obtaining Lessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Leased Premises, with or without Lessor's consent, or if the premises become contaminated in any manner, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Leased Premises), as well as attorneys' fees, consultant and expert fees arising during or after the Lease term and arising as a result of such contamination regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or

restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Lessee causes or permits any Hazardous or Regulated Substance on the Leased Premises and the presence of such results in any contamination of the Leased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

(B) Lessee shall provide the Navajo Environmental Protection Agency and the Risk Management Department of the Nation with a clear and legible copy of all notices or reports concerning release of Hazardous or Regulated Substance, testing, or remediation at the premises subject to this Lease which Lessee is required by applicable law, or regulation, to provide to the United States Environmental Protection Agency or which Lessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Lease upon the Navajo Environmental Protection Agency shall be by first class mail to:

Waste Regulatory and Compliance Program  
Navajo Environmental Protection Agency  
Post Office Box 3089  
Window Rock, Navajo Nation (Arizona) 86515

and,

Risk Management Department  
Navajo Environmental Protection Agency  
Post Office Box 1690  
Window Rock, Navajo Nation (Arizona) 86515

or their respective institutional successors.

## **19. PUBLIC LIABILITY INSURANCE.**

(A) At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of at least \$1,000,000 for personal injury to one (1) person and \$2,000,000 per occurrence, and \$500,000 for damage to property. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of New Mexico and shall be written to protect Lessee and Lessor and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this section be increased no more than every five (5) years from the beginning date of this Lease and only upon the Lessor's determination that such increase reasonably is necessary for the protection of Lessor.



(C) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

## **20. NON-LIABILITY.**

Except for liability arising from the Lessor's negligence or misconduct, Lessor nor their officers, agents, or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises by Lessee, or by any defect in any structure existing or erected thereon, or arising from accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.

## **21. PROPERTY DAMAGE, FIRE AND CASUALTY INSURANCE.**

(A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of New Mexico, and shall be written to protect Lessee and Lessor and an Encumbrancer, if any, and shall provide for notification to Lessor, and any Encumbrancer prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Subject to the provisions of subsections (C) and (D) of this section, in the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall promptly replace or repair the destroyed or damaged improvement to a condition as good or better than before the destruction or damage occurred.

(C) In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (30) days of the said event of damage. Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof and all proceeds of fire and damage insurance shall be paid to Lessor. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease.

(D) In the event of destruction of or damage to any improvement on the Leased Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to perform and comply with Lessee's replacement and repair obligations set forth in subsections (B) and (C) of this section. If such amount paid to Encumbrancer is sufficient to repair



the destroyed or damaged improvements with respect to which it was paid, or, if within three (3) months after such payment by the insurer to Encumbrancer, Lessor or Lessee shall deposit with Encumbrancer sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrancer shall pay such the costs of such replacement or repair, and such payment shall not be deemed a payment or credit on the Approved Encumbrance. Otherwise, at the expiration of such three (3) months said sum so paid by the insurer to Encumbrancer shall be applied and credited on the Approved Encumbrance.

(E) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

## **22. INSPECTION.**

The Lessor and its authorized representatives shall have the right, upon reasonable notice to Lessee, to enter upon the Leased Premises, or any part thereof, to inspect the same and all improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the Leased Premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection. If testing for environmental contamination reveals environmental contamination in violation of applicable law, Lessee shall pay the costs of such testing provided such contamination arose due to Lessee's acts or omissions. Nothing in this section shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

## **23. INDEMNIFICATION.**

Except to the extent of the negligence or intentional misconduct of the Nation and its agents, employees and contractors, Lessee shall defend, indemnify and hold harmless the Navajo Nation and their authorized agents, employees, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Leased Premises by Lessee.

## **24. MINERALS.**

All minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the Leased Premises and search for and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

## **25. EMINENT DOMAIN.**

If the Leased Premises or any part thereof is taken under the laws of eminent domain at any time during the term of this Lease, Lessee's interest in the Leased Premises or the part of the Leased

Premises taken shall thereupon cease. Compensation awarded for the taking of the Leased Premises or any part thereof, including any improvements located thereon, shall be awarded to Lessor and Lessee as their respective interests may appear at the time of such taking, provided that Lessee's right to such awards shall be subject to the rights of an Encumbrancer under an Approved Encumbrance.

**26. DELIVERY OF PREMISES.**

At the termination of this Lease, Lessee shall peaceably and without legal process deliver up the possession of the Leased Premises in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, Lessee shall provide to the Navajo Nation, at Lessee's sole cost and expense, an environmental audit assessment of the Leased Premises at least sixty (60) days prior to delivery of said premises.

**27. HOLDING OVER.**

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

**28. ATTORNEY'S FEES.**

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease or in pursuing an action against Lessee or any Sublessee for breach, default or liability arising under this Lease.

**29. AGREEMENT TO ABIDE BY NAVAJO NATION LAWS AND FEDERAL LAWS.**

Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all applicable laws, regulations and ordinances of the United States now in force and effect or as may be hereafter in force and effect including, but not limited to the Navajo Education Policies, 10 N.N.C. §§ 101 *et seq.*, Navajo Preference in Employment Act, 15 N.N.C. §§ 601 *et seq.* (NPEA) and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.* (NNBOA).

**30. GOVERNING LAW AND CHOICE OF FORUM.**

Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of this Lease. Any action or proceeding brought by Lessee against the Nation in connection with or arising out of the terms and conditions of this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation, and no such action or proceeding shall be brought by Lessee against the Nation in any court or administrative body of any State.

**31. RESERVATION OF LESSEE'S RIGHTS TO ADMINISTRATIVE AND JUDICIAL REVIEW.**

Nothing in this agreement shall be construed as divesting the Lessee of any right to an administrative appeal or judicial review of an administrative decision regarding this lease under 25 C.F.R. Part 2; 43 C.F.R. Part 4, Subpart D; 5 U.S.C. §704; or any other applicable regulation or statute.

**32. DISPUTE RESOLUTION.**

In the event that a dispute arises under this Lease, the Parties agree to, before initiating any action or proceeding, agrees to use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution in connection with this Lease.

**33. CONSENT TO JURISDICTION.**

Lessee hereby consents to the legislative, executive and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Lessee within the Navajo Nation.

**34. COVENANT NOT TO CONTEST JURISDICTION.**

Lessee hereby 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 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 in this section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

**35. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

**36. INTEREST OF MEMBER OF CONGRESS.**

No member of or delegate to Congress or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise here from, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

**37. OBLIGATIONS TO THE UNITED STATES.**

It is understood and agreed that while the Leased Premises are in trust or restricted status, all of Lessee's obligations under this Lease and the obligations of its sureties are to the United States as well as to Lessor.

**38. NOTICES AND DEMANDS.**

(A) Any notices, demands, requests or other communications provided for in this Lease, or given or made in connection with this Lease, (hereinafter referred to as "notices,") shall be in writing and shall be addressed as follows:

To or upon Lessor:

President, The Navajo Nation  
Office of the President/Vice-President  
Post Office Box 9000  
Window Rock, Navajo Nation (Arizona) 86515  
Fax: (928) 871-7005

To or upon Lessee:

San Juan School District  
200 North Main Street  
Blanding, Utah 84511  
Fax: (435) 678-1272

(B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.

(C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

**39. SUCCESSORS AND ASSIGNS.**

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 Lessee. Except as the context otherwise requires, the term "Lessee," as used in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

**40. RESERVATION OF JURISDICTION.**

There is expressly reserved to the Navajo 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 the area under the lease and all lands burdened by the lease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

**41. EFFECTIVE DATE; VALIDITY.**

This Lease shall take effect on the date it is approved by the Navajo Nation. This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party until it is approved by the Navajo Nation.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed as of the date first above written.

**THE NAVAJO NATION, LESSOR**

By: \_\_\_\_\_  
Russell Begaye, President

**SAN JUAN SCHOOL DISTRICT,  
LESSEE**

By: \_\_\_\_\_  
Ron Nielson, Interim Superintendent

STEVEN C. BLACK  
*School Board President*

MERRI SHUMWAY  
*School Board Vice President*



RON NEILSON  
*Interim-Superintendent*

KYLE S. HOSLER  
*Business Administrator*



200 North Main Street · Blanding, UT 84511 · phone: (435) 678-1211 · fax: (435) 678-1272 · [www.sjsd.org](http://www.sjsd.org)

Dear Navajo Nation Land Development Officer's;

The San Juan School District has submitted our application to lease the property located at SW ¼ of Section 32, T40S, R24E, SLB&M in Montezuma Creek Utah for the construction of a gymnasium for our students and community members that live in and attend Montezuma Creek Schools.

Per the request of the land office I am submitting this justification letter for rational behind leasing the entire 14.68 acre property outlined. This submission is to aid and assist with the expedition of this land lease so that we might join this project with other school district projects and in turn maximize our financial expenditure.

The justification for the lease of this size of property comes directly from the Navajo Nation Land Lease office. When working through the application process we were given strong direction to lease or re-lease, if you will, the property that currently houses the school, as well as all the surrounding property on which the gym would be built. The rational used in determining this was that if future needs demanded parking expansion, or further development of land for supportive services, we would have the property needed, leased. In working with the Land Development Office it was discovered by both The San Juan School District and the Navajo Nation Land lease office that neither had a copy of the original lease for the school property. It was suggested that a re-lease of the school grounds would be needed. This is included in the total 14.68 acre submitted application for lease.

The San Juan School District has great interest and investment in furthering the educational foundation for our children, not only in the Montezuma Creek area, but throughout San Juan County. This lease will help us to continue to serve our students and citizens of the Montezuma Creek area and increase our educational outreach even more.

We thank you for your time and consideration on this matter and look forward to working together to improve and facilitate continual learning for our student and faculty in the Montezuma Creek area.

Sincerely,

Ron Nielson

Interim-Superintendent

Kyle Hosler

Business Administrator

STEVEN C. BLACK  
*School Board President*

MERRI SHUMWAY  
*School Board Vice President*



RON T. NEILSON  
*Superintendent of Schools*

KYLE S. HOSLER, MPA  
*Business Administrator*

---

200 North Main Street · Blanding, UT 84511 · phone: (435) 678-1211 · fax: (435) 678-1272 · [www.sjsd.org](http://www.sjsd.org)

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Dear Navajo Land Development Officer's;

The San Juan School District respectfully submits our application for lease for the property located at location SW1/4 of Section 32, T40S, R24E, SLB&M in Montezuma Creek Utah. The piece described is located directly behind the Montezuma Elementary School.

The San Juan School District is seeking a lease on the land described in the legal description enclosed with this application for the purpose of building a gym for our students, staff and community members found in this geographical region. This gym will help our students to have a safe, clean environment for educational as well as wellness and health opportunities. We know this gym will help the students to better themselves both mentally and physically, and only increase the amount of opportunities that we will be able to provide them on their educational journey to success.

We thank you for your time and consideration on this matter and look forward to working with the Navajo Nation in improving and increasing the learning opportunities for our students in the Montezuma Creek area.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Hosler', with a long horizontal flourish extending to the right.

Kyle Hosler

Business Administrator

San Juan School District

435.678.1234



**THE ANETH CHAPTER**  
**ANETH, NAVAJO NATION (UTAH)**



**DARRELL WILLIAMS** **PRESIDENT**  
**BILL TODACHENNIE** **VICE PRESIDENT**  
**BRENDA BROWN** **SECRETARY/TREASURER**



**RESOLUTION OF  
THE ANETH CHAPTER**

ACSEP-16-086

**SUPPORTING THE SAN JUAN SCHOOL DISTRICT'S PLAN TO DEVELOP A GYM IN  
MONTEZUMA CREEK, UTAH**

**WHEREAS:**

1. Pursuant to Navajo Tribal Council Resolution No. CMY-23-79, the Aneth Chapter is duly certified and recognized as an official local unit of the Navajo Nation Government with all duties, responsibilities, and authorities conferred according to 26 N.N.C. § 1 et seq. and has the power and authority to enact plans and development goals that are in the best interest of the community and to recommend, support, and approve community related projects); and
2. The Aneth Chapter and District share a common vision with local educational institutions to support educational improvement addressing comprehensive, long-term enhancement and growth of education for the San Juan County and Aneth Chapter residents; and
3. The San Juan School District sees to create and maintain a 21<sup>st</sup>-century teaching and learning environment for faculty and students with the intent to reflect and move forward the vision of the District; and
4. The District wishes to build a new gymnasium to add much-needed recreational activities to house re-envisioned educational visions in increasing student retention and graduation rates, and support the communities health and wellness goals; and
5. The District wishes to build the gymnasium in a fast-growing community to address deferred maintenance, provide learning space, help recruit and retain top-tier faculty, mitigate risks associated with aging facilities, and create space for enhanced innovation; and
6. The project represents a continued investment in community development.

**NOW, THEREFORE BE IT RSOLVED THAT:**

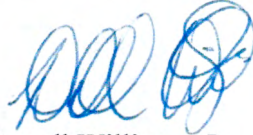
1. The Aneth Chapter supports the San Juan School District's plan to develop a gym in Montezuma Creek, Utah, attached as EHIBIT "A".
2. The Aneth Chapter requests the Navajo Department of Land Administration, the Office of the Navajo Nation President & Vice President, and the Office of the Navajo Nation Speaker



to assist the San Juan School District in supporting the development of a gym serving the Aneth Chapter education community.

### CERTIFICATION

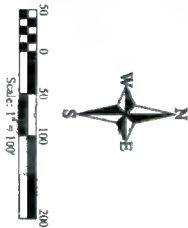
I hereby certify that this foregoing resolution was duly considered by the Aneth Chapter Membership at a duly called meeting at which a quorum was present and that the same was passed with a vote of 41 in favor, 0 opposed and 1 abstained this 8<sup>th</sup> day of September 2016.



Darrell Williams, *President*  
**ANETH CHAPTER**

Motioned by: Virginia Jim

Seconded by: Virginia Etcitty

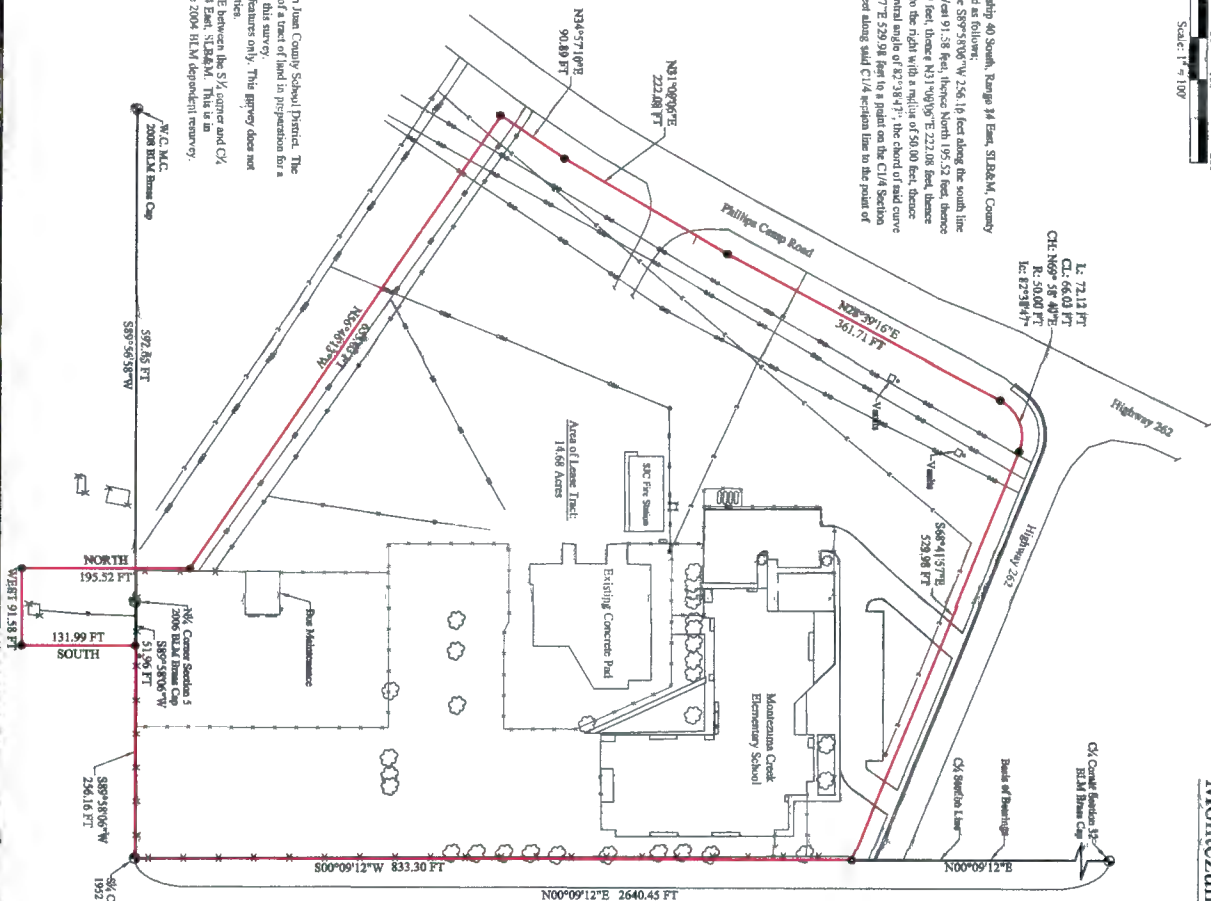


Record of Survey for  
San Juan County School District  
Within the SW<sup>1</sup>/<sub>4</sub> of Section 32, T40S, R24E, SLB&M  
Montezuma Creek, UT

Unofficial Draft Copy  
For Review Purposes Only  
Not for Release

Description

**Lease Tract**  
A tract of land within the SW<sup>1</sup>/<sub>4</sub> of Section 32, Township 40 South, Range 24 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:  
Beginning at the S<sup>1</sup>/<sub>4</sub> corner of said Section 32; thence S89°33'00"W 256.16 feet along the south line of said Section 32; thence South 131.99 feet; thence West 91.58 feet; thence North 195.52 feet; thence N24°46'13"W 433.03 feet; thence N24°57'10"E 90.89 feet; thence N31°00'00"E 222.08 feet; thence N24°57'10"E 321.11 feet to the beginning of a curve to the right with a radius of 500.00 feet; thence northeasterly 74.21 feet along said curve through a central angle of 82°38'47"; the chord of said curve is 66.03 feet and bears N89°58'40"E; thence S88°41'57"E 529.98 feet to a point on the C/L of said Section 32; thence S00°09'12"W 833.30 feet along said C/L a portion line to the point of beginning, containing 14.66 acres more or less.



Surveyor's Certificate

I, Brad D. Bunker, Professional Utah Land Surveyor, Number 47693909, hold a license in accordance with Title 86, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described herein in accordance with section 17-23-17. I hereby certify all descriptions and measurements are correct. Measurements were not set as part of this survey. I also certify that this record of survey has been prepared under my direction at the request of the San Juan County School District.

Date: 6-10-15

Brad D. Bunker Utah P.L.S. #47693909

Record of Survey for

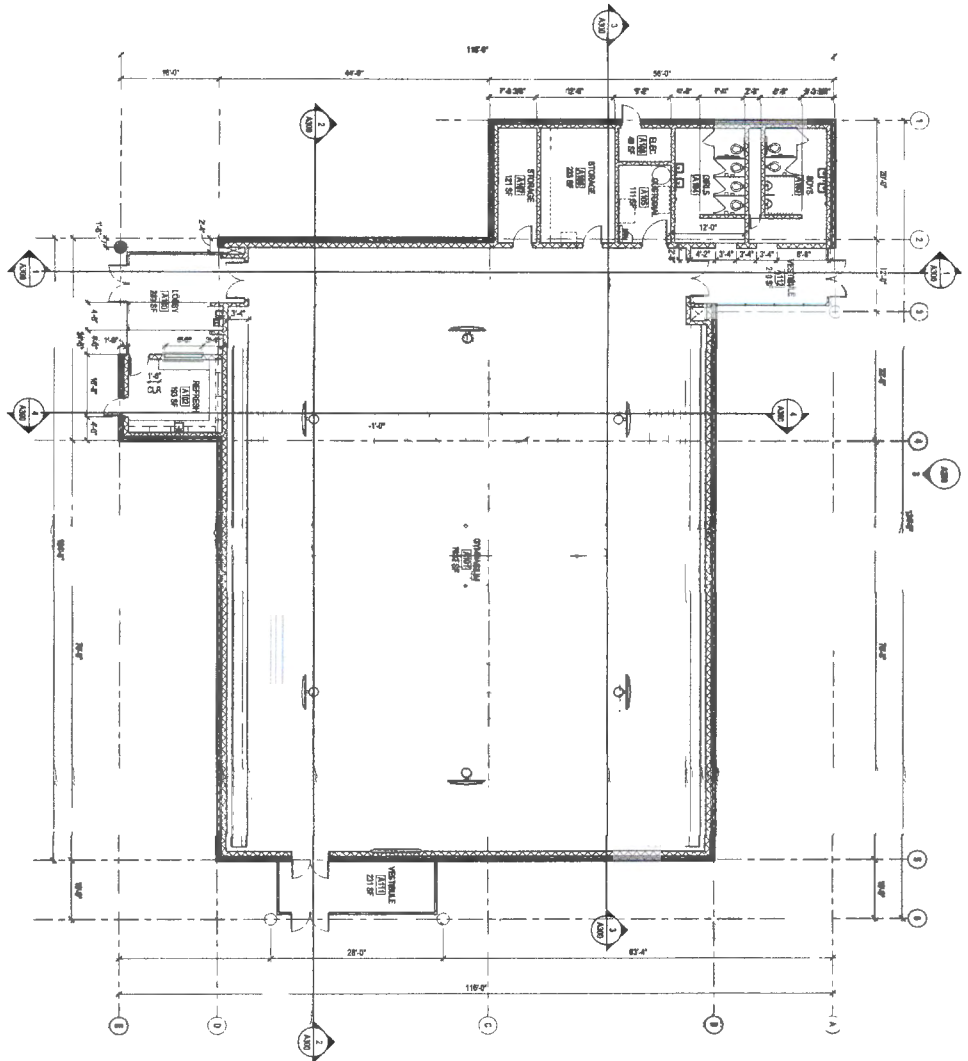
San Juan County School District  
Within the SW<sup>1</sup>/<sub>4</sub> of Section 32, T40S, R24E, SLB&M

Bunker Engineering

965 S. South Creek Road, Montezuma, UT 84535  
P.O. Box 432, Montezuma, UT 84535 (435) 459-9152

Date: June 2015  
Drawing Name: Survey R  
Number: BE655  
Drawn By: B.D. Bunker  
Scale: 1" = 100'  
Sheet: 1 of 1

1 FLOOR PLAN  
SCALE: 3/8" = 1'-0"



**SAN JUAN SCHOOL DISTRICT**  
**MONTEZUMA CREEK ELEMENTARY**  
**GYMNASIUM**  
262 STATE HWY  
MONTEZUMA CREEK, UTAH 84534

**MHTN**  
**ARCHITECTS**  
MHTN Architects, Inc.  
1000 North 1000 West  
Salt Lake City, UT 84111  
Phone: (801) 525-1000  
Fax: (801) 525-1001  
www.mhtn.com

**STAIRS**  
**LOBBY**  
**FLOOR PLAN**

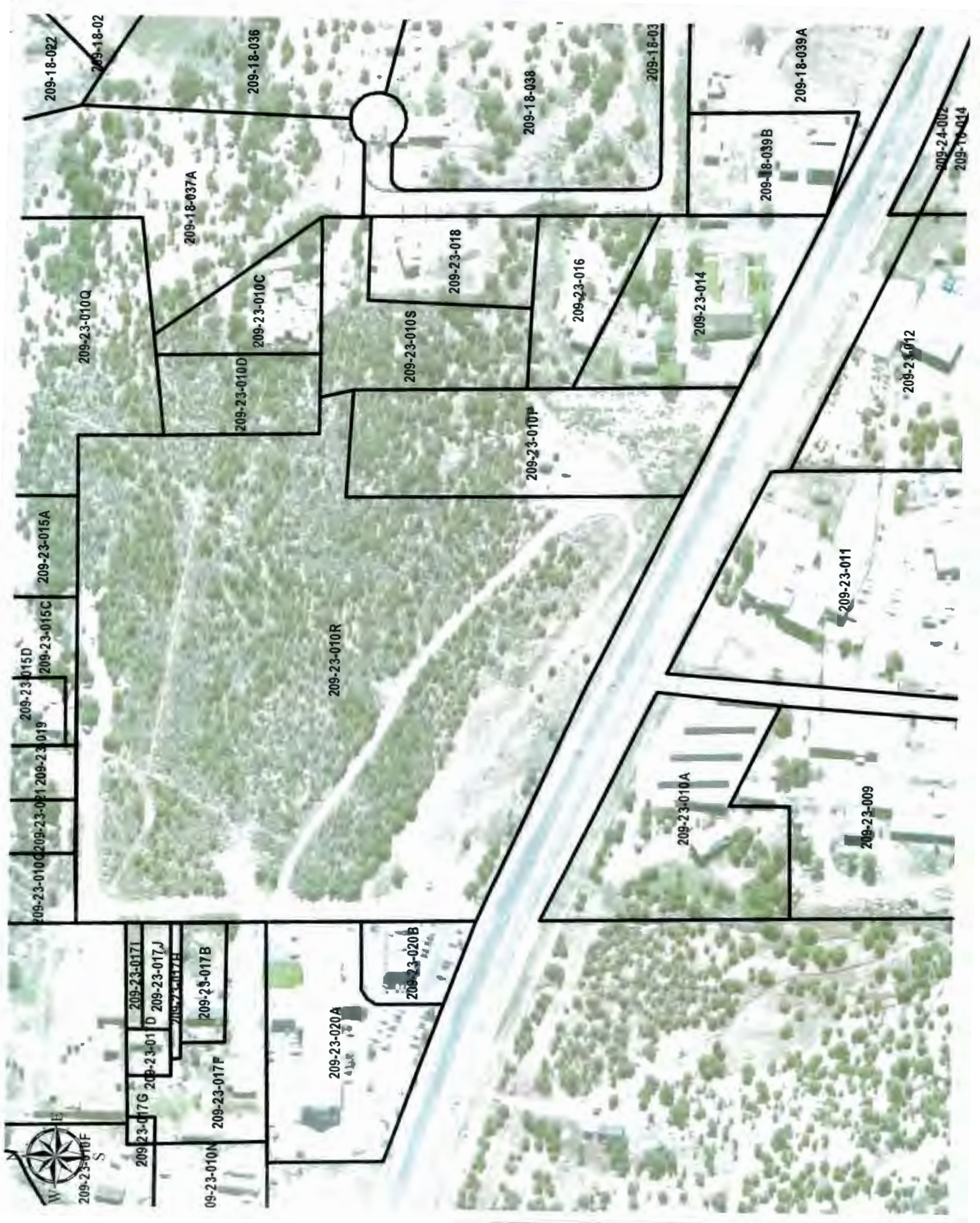
**A101**





1 SITE PLAN  
Scale: 1" = 50'





From: Aneth Chapter

4356513560

12/13/2017 09:43



**THE ANETH CHAPTER**  
**ANETH, (NAVAJO NATION) UTAH**



**WESLEY JONES** PRESIDENT  
**ALFRED BEN** VICE PRESIDENT  
**BRENDA BROWN** SECRETARY/TREASURER

November 30, 2017

Navajo Nation  
ASA Reviewer/DNR Reviewer  
Window Rock, Arizona 86517

ASA Reviewer/DNR Reviewer,

I hereby acknowledge the land for Montezuma Creek GYM Project, the land has already been withdrawn. No grazing permittee 1976 by Advisory Committee therefore, no need for grazing committee consent.

Sincerely,

  
Hayden Lansing  
Grazing Committee





## FAX- Aneth Chapter

TO: Irvin Chee, NNDOJ

Fax: 928-871-6177

FROM: Brenda Brown, Secretary

Fax: 435-651-3560

Pages: 2 W/CS





11-28-17

FYI: The land user's consent form is signed by Aneth Chapter DGC. The Consent needs to be signed by the land user/grazing permittee if the land is not already w/drawn. According to

Mr. Hayden Langsing, Aneth Chapter DGC member, the land in question is already w/drawn back in 1976 by Advisory Committee.

Therefore, no need for land user's consent cuz the land is already w/drawn.

Thx - ic

12-18-17

FYI: This consent form was signed by Aneth Chapter DGC member.

- No need for this Consent form since the land in question had already been w/drawn by AC for ~~about~~ 16.59 acres in 1976.  
Thx - ic





ACMA-63-76

Class "B" Resolution  
Area Approval Required.

RESOLUTION OF THE  
ADVISORY COMMITTEE OF THE  
NAVAJO TRIBAL COUNCIL

Withdrawal of Tribal Lands for a Proposed Public  
High School in San Juan County, Utah

WHEREAS:

1. Navajo Tribal Council Resolution CJ-37-58, dated July 21, 1958, authorizes the Advisory Committee of the Navajo Tribal Council to withdraw, permit and lease Navajo Tribal land for school and related purposes; and
2. Navajo Tribal Council Resolution CJ-24-55, dated June 29, 1955, authorizes the Chairman of the Navajo Tribal Council, with concurrence and recommendation of the Advisory Committee of the Navajo Tribal Council, subject to the approval of the Secretary of the Interior, or his authorized representative, to execute orders withdrawing designated Tribal land for use in connection with authorized programs of the Bureau of Indian Affairs, the Public Health Service, or the States which would be of benefit to the Navajo people; and
3. San Juan School District of Monticello, Utah, in conjunction with the Education Committee of the Navajo Tribal Council, has developed plans to construct a new public school facilities in San Juan County, Utah, to serve Navajo people; and
4. Land belonging to the Navajo Tribe is being sought to locate the new school facilities on and the parcels of land needed are described in Exhibit "A" herein attached; and
5. The new proposed public school facilities has local community support and is in the best interest of the Navajo Tribe; and
6. The Chairman of the Navajo Tribal Council has issued an order pursuant to the authority cited above, withdrawing the said described land.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Advisory Committee of the Navajo Tribal Council hereby withdraws approximately 16.50 acres of Tribal land. Parcels "A" and "B" described in Exhibit "A" attached hereto, for the purpose of a new proposed public school facilities and other legitimate educational purposes including use for teacher's housing and other non-commercial uses

reasonably connected with education, in addition to the primary use as a site for school.


2. In case the land embraced ceases to be used primarily for school or other legitimate educational purposes for an uninterrupted period of six months or more, totalling two years, then this land withdrawal may be cancelled by the Navajo Tribe.

3. This land withdrawal of Tribal lands for a proposed new public school facilities located at Montezuma Creek, San Juan County, Utah, shall be rent free in consideration of the tax-exempt status of the Navajo Tribal land embraced within this land withdrawal. If any of the land within this withdrawal shall ever cease to be tax-exempt, then rent on the land withdrawn must be paid at the reasonable appraised rental value, but at not less than \$10.00 per acre annually. The withdrawal of lands for the proposed new public school facilities shall be rent free, conditioned further that Navajo children and adults be admitted without discrimination to the school, or other educational activities conducted on lands withdrawn.

4. The Chairman of the Navajo Tribal Council be and he is hereby authorized to execute a lease with the San Juan School District in conformance with the provisions of this resolution.

#### CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 11 in favor and 0 opposed, this 19th day of March, 1976.

  
Chairman Pro Tempore  
Navajo Tribal Council

ORDER WITHDRAWING LAND

Pursuant to authority of the Navajo Tribal Council Resolution No. CJ-24-55 (15 NTC 451), 16.59 acres of Tribal land located at Montezuma Creek, San Juan County, Utah, and more particularly described in Exhibit "A" attached hereto, is hereby withdrawn for use as a site for a new public school facilities.

THE NAVAJO NATION

Chairman, Navajo Tribal Council

done this \_\_\_\_ day of \_\_\_\_\_,  
1976.

# TRACT DESCRIPTION

PARCEL "A": A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 32, TOWNSHIP 40 SOUTH, RANGE 24 EAST, SALT LAKE BASE AND MERIDIAN, SAN JUAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Northwest Corner of said Section 32;

THENCE on the Westerly Line thereof, run S 01° 10' 34" W, 2505.74 feet;

THENCE S 58° 30' 54" E, 271.94 feet to the Point of Beginning;

THENCE on the Northerly Line of said Southwest Quarter (SW/4) of Section 32, S 89° 47' 04" E, 1081.69 feet;

THENCE S 01° 06' 13" W, 650.84 feet;

THENCE N 58° 30' 54" W, 1253.72 feet to the Point of Beginning.

Being 8.08 acres, more or less in area.

PARCEL "B" A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 24 EAST, SALT LAKE BASE AND MERIDIAN, SAN JUAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Northeast corner of said Section 31;

THENCE on the Easterly Line thereof, run S 01° 10' 34" W, 1823.46 feet to the Point of Beginning;

THENCE continue S 01° 10' 34" W, 682.28 feet;

THENCE N 58° 30' 54" W, 1042.36 feet;

THENCE N 01° 10' 34" E, 141.76 feet;

THENCE S 89° 44' 46" E, 900.00 feet to the Point of Beginning.

Being 8.51 acres, more or less in area.

Total area withdrawn: 16.59 acres, more or less.



PROPERTY DESCRIPTIONS

PARCEL 1

Beginning at a point which is S1<sup>0</sup> 10' 34" W 1823.46 feet from the Northwest corner of Section 32, T40S, R24E, SLB&M; thence S1<sup>0</sup> 10' 34" W along the West Boundary line of said Section 32 for a distant of 682.28 feet to the North Right-Of-Way line of a County Road, thence N58<sup>0</sup> 30' 54" N along said Right-Of-Way line 1042.36 feet; thence N1<sup>0</sup> 10' 34" E 141.76 feet, S89<sup>0</sup> 44' 46" E 900 feet to the point of beginning, Containing 8.512 Acres

PARCEL 2

*State land  
at M2C*  
Beginning at a point which is S1<sup>0</sup> 10' 34" W 1323.46 feet from the Northwest corner of Section 32, T40S, R24E, SLB&M; thence S89<sup>0</sup> 44' 46" E 750.00 feet, S1<sup>0</sup> 10' 35" W 1322.96 feet, N89<sup>0</sup> 47' 04" W 515.19 feet to the North Right-Of-Way line of a County Road, thence N58<sup>0</sup> 30' 54" N along said Right-Of-Way line 271.94 feet to the West Boundary line of said Section 32; thence N1<sup>0</sup> 10' 34" E 1182.28 feet along said West Boundary line to the point of beginning, Containing 22.399 Acres

PARCEL 3

Beginning at a point which is N89<sup>0</sup> 47' 04" W 4006.55 feet from the East Quarter corner of Section 32, T40S, R24E, SLB&M; thence S1<sup>0</sup> 06' 13" W 650.84 feet to the North Right-Of-Way line of a County Road; thence N58<sup>0</sup> 30' 54" W along said Right-Of-Way line 1253.72 feet, thence S89<sup>0</sup> 47' 04" E 1081.69 feet to the point of beginning, Containing 8.080 Acres

SURVEYOR'S CERTIFICATE

I, PHYLIP JOHN LESLIE, depose and say that I am a registered Land Surveyor as prescribed by the laws of the state of Utah and that I held certificate No. 4098, that the survey of the properties described above was made under my supervision and that the boundary corners of said property have been set as shown

**To All to Whom These Presents Shall Come, Greeting:**

WHEREAS, BOARD OF EDUCATION OF THE SAN JUAN COUNTY SCHOOL DISTRICT

MONTICELLO

of the County of SAN JUAN State of UTAH heretofore the State of Utah, the lands hereinafter described, pursuant to the laws of said State in such case made and provided,

AND WHEREAS, the said BOARD OF EDUCATION OF THE SAN JUAN COUNTY SCHOOL DISTRICT

has paid for said lands, pursuant to the conditions of said sale, and the laws of the State duly enacted in relation sum of Four Thousand Four Hundred Ninety-four and 50/100 (\$4,494.50) and all legal interest thereon accrued, as fully appears by the certificate of the proper officer, now on file in the office of the State of the State of Utah;

NOW THEREFORE, I, CALVIN L. RAMPTON, Governor in consideration of and by virtue of the power and authority vested in me by the laws of the State of Utah, in such case made and provided this PATENT, in the name and by the authority of the State of Utah, hereby granting and confirming unto the said

BOARD OF EDUCATION OF THE SAN JUAN COUNTY SCHOOL DISTRICT

and to its heirs forever the following piece or parcel of land, situate in the County of SAN JUAN State of UTAH Beginning at point which is 5°1'34" W. 123.6 feet from the Northwest corner of Section 32, Township 40 South, Range 24 East, SBEM, T. 40N. R. 24E. S. 89°44'40" E. 50.00 feet, thence S.

32.6 feet to the boundary line of the Southwest Quarter of the Northwest Quarter Section 32, thence N. 89°44'40" W. 50.00 feet to the Northwest corner of said Section 32, thence N. 1°1'34" E. 123.6 feet to the point of beginning. Subject to all existing rights.

1957,

containing twenty-two and 8/10 (22.8) acres according to the said certificate

TO HAVE AND TO HOLD the above described and granted premises unto the said

BOARD OF EDUCATION OF THE SAN JUAN COUNTY SCHOOL DISTRICT

and to its heirs

and assigns forever subject to any easement or right of way of the public to use all such highways as may have been established according to law, over the same or any part thereof, and subject also to all rights of way for ditches, tunnels and transmission lines that may have been constructed by authority of the United States.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the great seal of the State of Utah to be hereunto affixed at Salt Lake City, this 10th day of June in the year

one thousand nine hundred and Seventy-six, and of the independence of the United States of America the one hundred and eighty year of the State of Utah.

By the Governor

Secretary of State

May 13, 1976

Mr. Charles R. Hansen, Director  
Division of State Lands  
Department of Natural Resources  
State of Utah  
105 State Capitol Building  
Salt Lake City, Utah 84114

Dear Mr. Hansen.

Enclosed is the San Juan School District check for \$4,489.25 for the purchase of state land in the Montezuma Creek area. As requested in letters of January 6, 1976 and February 6, 1976 from Kurt Higgins, a survey of the area is enclosed.

If there are further details to be worked out, please let me know. We would like title to the land as soon as possible.

Sincerely,

Mel Walker, Ed.D.  
Administrative Assistant

MW:cc

Encl.



# THE STATE OF UTAH

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF STATE LANDS  
105 STATE CAPITOL BUILDING  
SALT LAKE CITY, UTAH 84114

## BOARD MEMBERS

Harold Reese, Chairman  
Philip M. Christensen  
J. Whitney Hays  
Kenneth A. Madole  
Doc Shovellette  
Dr. Walter D. Hall  
G. Alfred Frost

CHARLES R. HANSEN  
Director

January 6, 1976

53  
81

Mr. Kenneth B. Maughan  
Superintendent San Juan School District  
P.O. Box 218  
Monticello, Utah 84535

RE: Montezuma Creek Area Sale

Dear Mr. Maughan:

The description of the State lands to be sold to the San Juan School District are as follows:

Township 40 South, Range 24 East, SIM

Beginning at the West quarter corner of Section 32; thence East 750 feet, thence North 1320 feet, thence West 750 feet, thence South 1320 feet.

Containing 22.77 acres, more or less

The School District will be responsible for providing the survey on the above described land.

Concerning the procedure in purchasing these State lands, there are two alternatives. Payment can be on a cash basis or a long term contract consisting of 10% down and a 20 year term at 7% interest. Please advise us as to which alternative you prefer.

The total price for the 22.77 acres would be \$4484.25 and an additional \$5.00 Certificate fee.

The sale will be made subject to any and all existing Right of Ways. In particular,



Page NO. 2

January 6, 1976

RE: Montezuma Creek Area Sale

Right of Way No. 513, in which the School District will be responsible for all negotiations with the Texas - New Mexico Pipe Line Company for the removal of any improvements within the easement.

If you have any questions, please feel free to contact this office.

Sincerely,

KURT M. HIGGINS  
LAND SPECIALIST

CVH:vp

August 12, 1975

Mr. Charles R. Hansen  
Director  
Department of Natural Resources  
Division of State Lands  
105 State Capitol Building  
Salt Lake City, Utah 84114

Dear Mr. Hansen:

The San Juan School District is planning a new high school (grades 7-12) in the Montezuma Creek area of San Juan County.

This letter shall serve as an application to purchase state land for the proposed high school. The land requested for purchase is described as follows:

State land in the west half of SW 1/4 of NW 1/4 of Section 32, Township 40 South, Range 24 East, Salt Lake Meridian.  
(approximately 22.4 acres)

In addition, the district is requesting the Texas-New Mexico Pipeline Company, Midland, Texas, to relinquish their lease on state land they are not presently using. If such a release is realized the San Juan School District requests the opportunity to purchase said land described as follows:

State land presently leased by but presently not used by Texas-New Mexico Pipeline Company in the east half of SW 1/4 of NW 1/4 of Section 32, Township 40 South, Range 24 East, Salt Lake Meridian. (approximately 12.88 acres)

Thank you very much for your consideration in this matter.

Sincerely,

Kenneth B. Maughan  
Superintendent

cc: Mr. Milo Barney  
Mr. Alfred Frost



CHARLES R. HANSEN

Director



# THE STATE OF UTAH

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF STATE LANDS  
105 STATE CAPITOL BUILDING  
SALT LAKE CITY, UTAH 84114

DN21759

## BOARD MEMBERS

J. Harold Reese Chairman  
Phillip V. Christensen  
J. Whitney Floyd  
Kenneth A. Middleton  
Don Showalter  
Dr. Walter D. Talbot  
C. Alfred Frost

June 25, 1975

Dr. Kenneth B. Maughan  
Superintendent  
San Juan School District  
P.O. Box 218  
Monticello, Utah 84535

Dear Dr. Maughan:

On June 6, 1975, Mr. Everett of your office directed a letter to Mr. Hansen regarding the possible acquisition by the San Juan School District of State land at Montezuma Creek.

State statute requires that State land be disposed of for no less than the appraised value. Two weeks ago, I was in the Montezuma Creek area and looked at the property in question, and reviewed comparable sales in the area. It would appear from the information which I reviewed, that the State property is worth approximately \$225.00 per acre.

Please let us know what your interests are regarding this property.

Sincerely,

*Milo A. Barney*  
Milo A. Barney  
Land Specialist

MAB:af

cc:  
Mr. Alfred Frost  
186 W. 1st N.  
Monticello, Utah 84535

Mr. Charles R. Hansen  
Division of State Lands  
105 State Capitol Bldg.  
Salt Lake City, Utah 84114



THE NAV  
HERITAGE & HISTORIC PRESERVATION

PO Box 4950, Window Rock, AZ 86501  
TEL: (928) 871-7198 FAX: (928) 871-7886



**CULTURAL RESOURCES COMPLIANCE FORM**

ROUTE COPIES TO:	NNHPD NO.: <b>HPD-17-200</b>
<input checked="" type="checkbox"/> CSE	OTHER PROJECT NO.: <b>CEC 16-113</b>

**PROJECT TITLE:** Cultural Resources Survey of 14.68 Acres at the Montezuma Creek Elementary School, Navajo Reservation, San Juan County, Utah.

**LEAD AGENCY:** BIA/NR

**SPONSOR:** Kyle Hosler, San Juan School District, 200 North Main Street, Blanding, Utah 84511.

**PROJECT DESCRIPTION:** The San Juan School District (SJSD) proposes to construct a new gymnasium within the current school grounds on Navajo Nation land in Montezuma Creek, Utah. The survey area is 17.98 ac (project area is 14.68 ac) and encompasses the existing school complex.

LAND STATUS:	Navajo Tribal Trust													
CHAPTER:	Aneth													
LOCATION:	T.	40	S.	R.	24	E	Sec.	32	Montezuma Creek	Quadrangle	San Juan	County	Utah	SLPM
PROJECT ARCHAEOLOGIST:	Joshua S. Edwards													
NAVAJO ANTIQUITIES PERMIT NO.:	B161006													
DATE INSPECTED:	01/13/16													
DATE OF REPORT:	02/10/17													
TOTAL ACREAGE INSPECTED:	17.98 – ac													
METHOD OF INVESTIGATION:	Class III pedestrian inventory with transects spaced <u>15 m</u> apart.													
LIST OF CULTURAL RESOURCES FOUND:	(1) Site (UT-C-43-335) (7) Isolated Occurrences (IOs)													
LIST OF ELIGIBLE PROPERTIES:	None													
LIST OF PROPERTIES UNEVALUATED:	(1) Site (UT-C-43-335)													
LIST OF NON-ELIGIBLE PROPERTIES:	(7) IOs													
LIST OF ARCHAEOLOGICAL RESOURCES:	(1) Site (UT-C-43-335)													

**EFFECT/CONDITIONS OF COMPLIANCE:** No historic properties affected with the following conditions:

Sites UT-C-43-335:

1. Prior to any construction, the site boundary will be flagged and/or temporarily fenced under the direction of a qualified archaeologist & shown to the construction foreman.
2. All ground disturbance within the 50 ft. of the site boundary will be monitored by a qualified archaeologist.
3. No construction, equipment or vehicular traffic will be allowed within the site boundary.
4. A brief letter/report documenting the result of the monitoring will be submitted to NNHPD within 30 days of monitoring activities.
5. All future maintenance activities shall avoid the site by a minimum of 50 ft. from the site boundary.
6. If site cannot be avoided, eligibility testing will be conducted to gather information on the site's eligibility.



In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

FORM PREPARED BY: **Lukai Nez / Tamara Billie**

FINALIZED: June 13, 2017

Notification to Proceed  
Recommended

☒ Yes ☐ No

Conditions:

☒ Yes ☐ No

 06/13/17

Richard M. Begay, Dep't Mgr. / THPO  
The Navajo Nation  
Heritage & Historic Preservation Dep't

Date

Navajo Region Approval

☒ Yes ☐ No

 6.15.17  
BIA - Navajo Regional Office

Date

Acting

# **Cultural Resources Survey of 14.68 Acres at the Montezuma Creek Elementary School, Navajo Reservation, San Juan County, Utah**

Prepared for

**San Juan School District**

Prepared by

**Cornerstone Environmental Consulting, LLC**



February 2017

**CULTURAL RESOURCES SURVEY OF 14.68 ACRES AT THE  
MONTEZUMA CREEK ELEMENTARY SCHOOL, NAVAJO  
RESERVATION, SAN JUAN COUNTY, UTAH**

Prepared for  
Kyle Hosler  
**San Juan School District**  
200 North Main Street  
Blanding, Utah 84511

Prepared by  
Joshua S. Edwards  
**Cornerstone Environmental Consulting**  
320 N. Leroux Street, Suite A  
Flagstaff, Arizona 86001  
(928) 380-0373  
[www.SWArchaeology.com](http://www.SWArchaeology.com)

**Navajo Nation Cultural Resource Investigation Permit B161006**

CEC Report No. 16-113  
February 10, 2017

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## **ABSTRACT**

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**REPORT TITLE:** Cultural Resources Survey of 14.68 Acres at the Montezuma Creek Elementary School, Navajo Reservation, San Juan County, Utah

**REPORT DATE:** February 10, 2017

**FIELDWORK DATE:** January 13, 2016 (1 person field day)

**NAVAJO NATION CULTURAL RESOURCE INVESTIGATION PERMIT NUMBER:**  
B161006

**AGENCY:** Navajo Nation and Bureau of Indian Affairs

**PROJECT TITLE:** Montezuma Creek Elementary School Archaeological Survey

**PROJECT NUMBER:** CEC 16-113

**PROJECT DESCRIPTION:** The San Juan School District (SJSD) proposes to construct a new gymnasium within the current school grounds on Navajo Nation land in Montezuma Creek, Utah. The survey area is 17.98 acres (project area is 14.68 acres) and encompasses the existing school complex. The expected area of disturbance from the proposed construction is smaller than the survey area, and is completely disturbed.

**PROJECT LOCATION:** The project area is in Montezuma Creek, Utah, at the southeast corner of Phillips Camp Rd. (aka. Center St.) and E. Main St. (aka. Hwy 162), on the Navajo Reservation, on Navajo Tribal Trust land within the Aneth Chapter, in Township 40 South, Range 24 East, Section 32, on the Montezuma Creek, UT, USGS (2014) 7.5' (1:24,000) quadrangle.

**PROJECT LOCATOR UTMS:** E 650252, N 4125075

**NUMBER OF ACRES SURVEYED:** 17.98 (project area is 14.68 acres)

**NUMBER OF SITES DISCOVERED:** One/1; UT-C-43-335 (Unevaluated)

**NUMBER OF ISOLATED OCCURRENCES:** Seven/7

**COMMENTS:** Cornerstone Environmental Consulting, LLC (Cornerstone), inventoried the project area, plus a 50-foot buffer, using a maximum transect width of 15 meters. The project

area is 14.68 acres, and with the 50-foot buffer the survey totaled 17.98 acres, resulting in the identification and recording of one newly recorded site (UT-C-43-335) and 7 isolated occurrences of cultural materials. The project area is completely disturbed by construction and maintenance of the school, a wash that runs north to south through the western part of the survey area, installation of buried water lines along the southern part of the project area, gas pipelines along the western part of the project area, and a graded dirt road along the southern part of the project area.

SJSD proposes to construct a new gymnasium within the current school grounds. The project area does not intersect any previous archaeological surveys or any previously recorded archaeological sites.

Cornerstone recommends that Site UT-C-43-335 be considered *unevaluated* for inclusion in the National Register of Historic Places (NRHP) and that the site is eligible for protection under the Archaeological Resources Protection Act of 1979. We also recommend that the site, plus a 50-foot buffer, be avoided by all ground disturbing activities. If it is not possible to avoid the site, then it should be subject to eligibility and extent testing prior to disturbance. Given the high site density on riverine terraces along the San Juan River, since the entire surface of the project area is heavily disturbed, and the artifacts are likely not in their original locations of deposition, we advise that caution be exercised during all ground-disturbing activities in the project area.



---

## **INADVERTENT DISCOVERIES**

### **AGENCY/CONTRACTOR RESPONSIBILITIES**

### **REGARDING SURVEYS WITH NEGATIVE FINDINGS**

---

In the event that previously unreported cultural resources are encountered during ground disturbing activities, all work must immediately cease within 30 meters (100 feet) until a qualified archaeologist has documented the discovery and evaluated its eligibility for the Utah or National Register of Historic Places (U/NRHP) in consultation with the Navajo Nation Historic Preservation Department (NNHPD), the lead agency, and/or the Utah Historic Preservation Office (SHPO) as appropriate. Work must not resume in this area without approval of NNHPD.

If human remains are encountered during ground-disturbing activities, all work must immediately cease within 30 meters (100 feet) of the discovery and the area must be secured. The NNHPD must be immediately notified of the discovery. All discoveries will be treated in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA, Public Law 101-601; 25 U.S.C. 3001-3013), and work must not resume in this area without authorization from the NNHPD.

---

## **1.0 INTRODUCTION**

The San Juan School District (SJSD) proposes to construct a new gymnasium within the current school grounds on Navajo Nation land in Montezuma Creek, Utah. The survey area is 17.98 acres (the project area is 14.68 acres) and encompasses the existing school complex but the expected area of disturbance from the proposed construction is smaller than the survey area. The project area is completely disturbed by construction and maintenance of the school, paved roads, a wash that runs north to south through the western part of the survey area, installation of buried water lines along the southern part of the project area, gas pipelines along the western part of the project area, and a graded dirt road through the southern part of the project area. SJSD plans to use heavy equipment to remove an existing building foundation and construct the new gymnasium. Because the project is on lands administered by Navajo Nation, the project area must undergo an archaeological survey.

## **2.0 PROJECT LOCATION AND ENVIRONMENTAL SETTING**

The project area is immediately north of the San Juan River in Montezuma Creek, Utah, on the Navajo Reservation, on Navajo Tribal Trust land within the Aneth Chapter, in Township 40 South, Range 24 East, Section 32, on the Montezuma Creek, UT, USGS (2014) 7.5' (1:24,000) quadrangle. The project area is immediately southeast of the intersections of Phillips Camp Rd. and State Highway 162 (Figures 1-3). At around 4,444 feet above modern sea level (amsl), Brown (1994) classifies the biotic community in the project area as Great Basin Desertscrub.

The Colorado Plateau is semi-arid with mean annual precipitation ranging from 150 to 400 mm (6-16 inches) and mean annual temperatures ranging from 8° to 12° C (46-54° F) (Patton et al. 1991:374). The project area is marginal for growing maize (which requires a 130-day growing season and 250 mm [9.8 inches] of precipitation), but there are abundant agricultural bottomlands and a range of microenvironments for practicing agriculture along the San Juan River. The river is a hot spot for wildlife and acts as a gathering area for

all animals, including deer and pronghorn antelope who likely migrate through the area. Ecosystems of the uplands near the project area are also prone to support large, diverse populations of wildlife.

Vegetation immediately within the project area is restricted, since the native vegetation has been greatly disturbed by construction and maintenance of the school, a wash that runs north to south through the western part of the survey area, installation of buried water lines along the southern part of the project area, gas pipelines along the western part of the project area, and a graded dirt road along the southern part of the project area (Figures 4 and 5). Sagebrush, saltbush, rabbitbrush, snakeweed, segmented cacti, blue gramma and other grasses are present in areas where the ground is not covered by buildings, landscaping, or pavement. Although there are no native trees within the project area, the surrounding vegetation includes pinyon and juniper and riparian tree species.

Bedrock in the area includes Late Jurassic shale, sandstone, and conglomerate (Blakey 1989). The project area lies on older Quaternary alluvial deposits of unconsolidated coarse detrital terraces of the San Juan River and Montezuma Creek. Soils are characterized as Nakai loamy fine sand. These Typic Haplocalcids are well drained soils on 1 to 8 percent slopes, and are considered farmlands of statewide importance.

### **3.0 CULTURAL SETTING**

The study of the past human occupation of southern Utah can be structured within four prehistoric periods (Gilpin and O'Hara 2004): the Paleoindian period (9500–6500 B.C.), 2) the Archaic period (6500–500 B.C.), 3) the Formative period (500 B.C.–A.D. 1542), and 4) the Historic period (A.D. 1542–present). These are generalized intervals, with some temporal overlap during the transitional periods from one lifeway to another. Some researchers prefer to also utilize the Protohistoric period (A.D. 1425-1865; Kearns 1996). Overviews of the culture history of the region can be found in Cordell (1979, 1984), Gilpin et al. (2000), Plog and Wait (1982), Pratt and Scurlock (1990), Stuart and Gauthier (1981), and Vivian (1990).



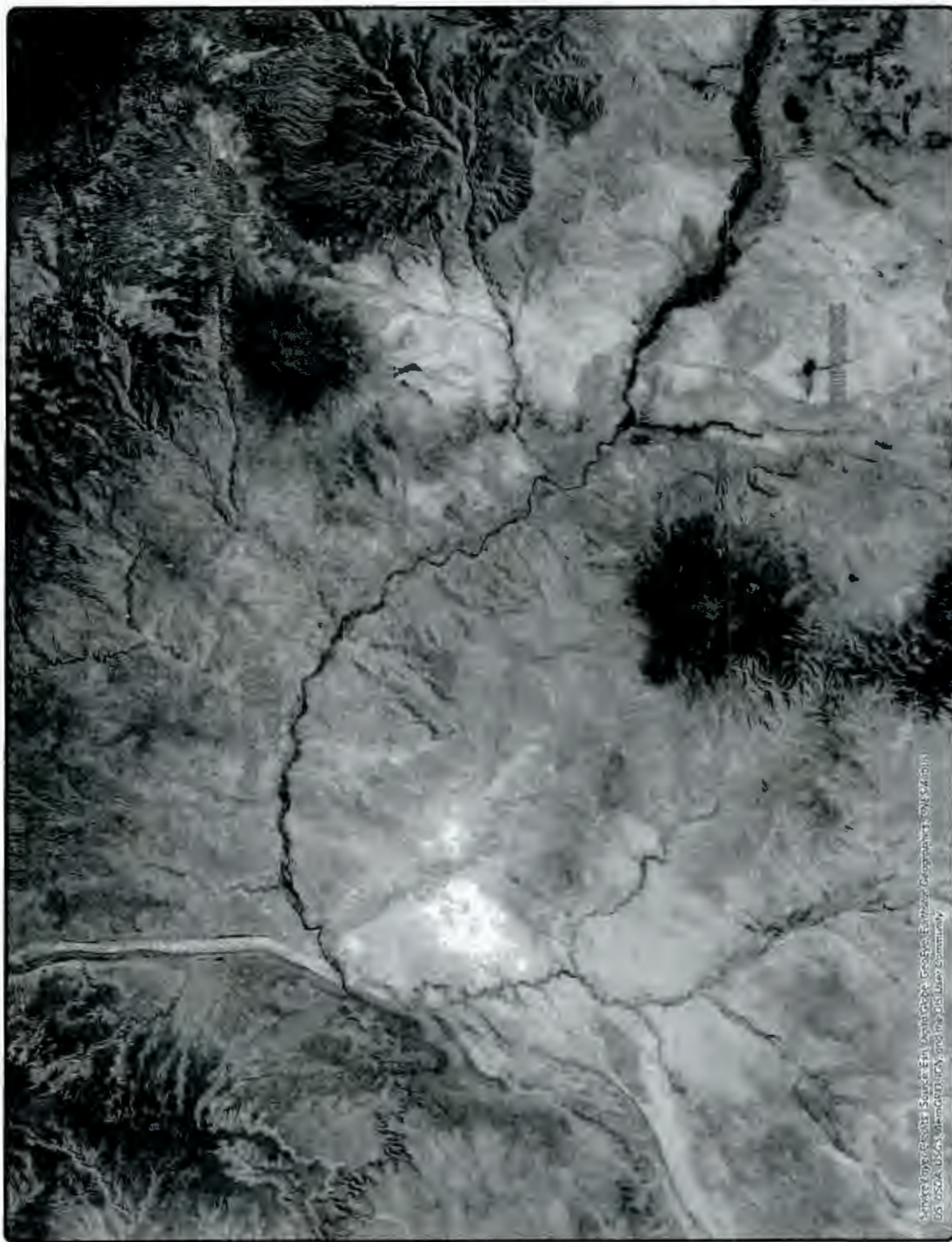
**LEGEND**



Project Location



1:500,000



Aerial Photo Source: Earthstar Geographics, Inc. (2014)  
USGS 7.5' Quadrangle, Montezuma Creek (2014)

Figure 1. Map showing general location of the project area.



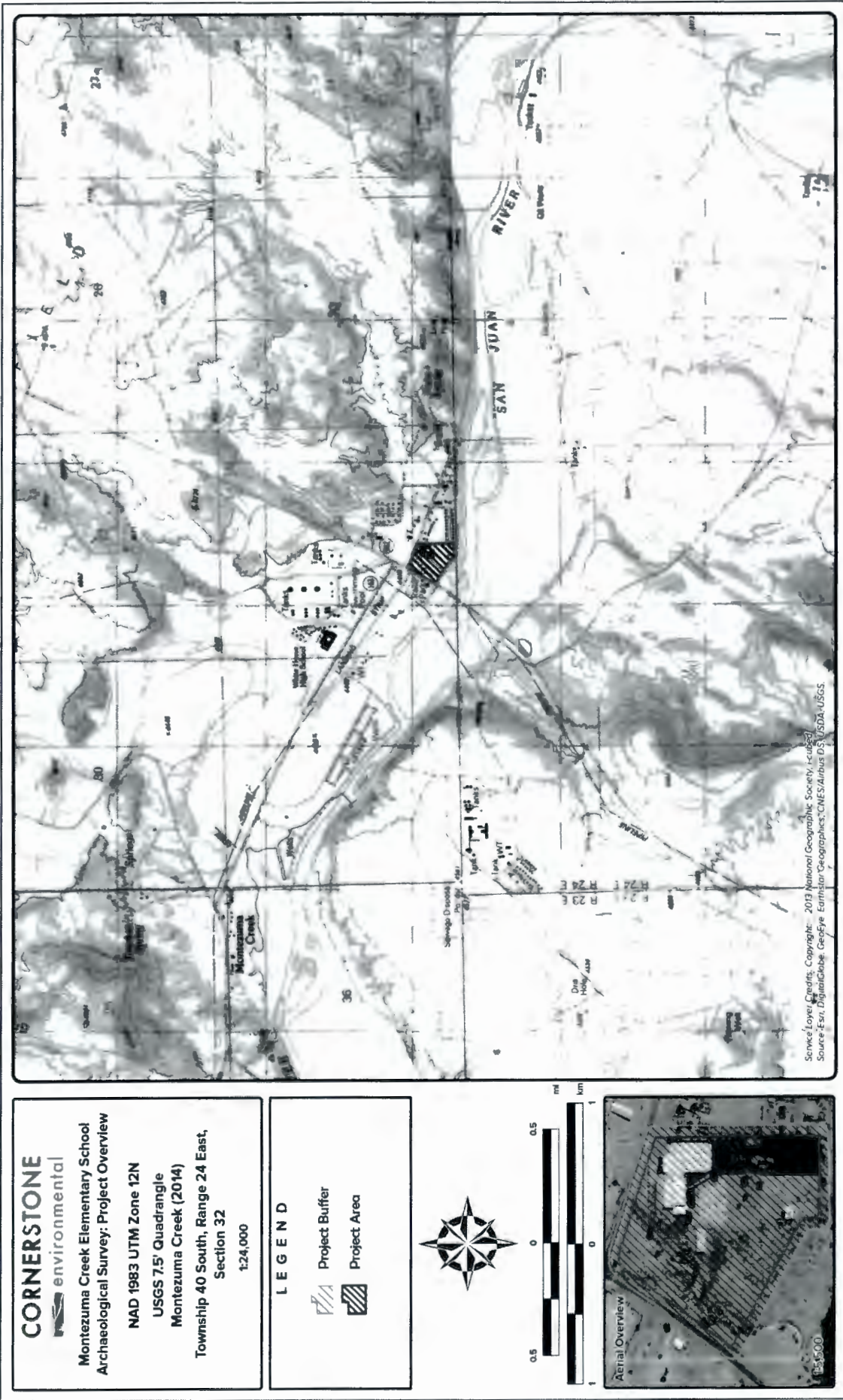


Figure 2. Map showing the project area.

**CORNERSTONE**  
environmental

Montezuma Creek Elementary School  
Archaeological Survey: Aerial Overview

NAD 1983 UTM Zone 12N

USGS 7.5' Quadrangle

Montezuma Creek (2014)

Township 40 South, Range 24 East,  
Section 32

1:2,000

**LEGEND**



Project Area

Project Buffer



Figure 3. Aerial photo showing the project area.





**Figure 4.** Overview photo from southeast corner of project area, facing north.



**Figure 5.** Overview photo from southwest corner of project area, facing northeast.

The cultural chronology of the project area begins with the Paleoindian period (9500–6500 B.C.), but evidence of Paleoindian and Archaic (6500–500 B.C.) hunter-gatherers is extremely limited (Kearns 1996). Although limited in number, Basketmaker II (500 B.C.–A.D. 500) sites contain abundant evidence of maize horticulture. With an increased focus on storage of surplus produce, population began expanding rapidly during the Basketmaker III period (A.D. 500–700), and sites clustered around community architecture in the form of great kivas (Vivian 2000; Gilpin et al. 2000).

This growth trend continued during the Pueblo I period (A.D. 700–900) and populations reached their peak during the Pueblo II period (A.D. 900–1100) when Chacoan-style great houses became the center of prehistoric communities. Population declined during the Pueblo III period (A.D. 1100–1300), but substantial communities remained around the southwest edges of the San Juan Basin.

Permanent settlement in the region ceased by A.D. 1300, although a small number of sherds dating from A.D. 1300 to 1700 indicate continued but limited use of the area. Navajo (Diné) sites dating to the period after A.D. 1700 increase in frequency throughout the eighteenth, nineteenth, and twentieth centuries (Gilpin et al. 2000).

### ***3.1 PALEOINDIAN PERIOD (9500–6500 B.C.)***

The earliest evidence of human occupation in the Southwest is from the Paleoindian period, dating approximately 10,000 to 12,000 years before present. The Paleoindian period is usually divided into the Clovis (Llano) (9500–9000 B.C.), Folsom (8800–8000 B.C.), Plano (8000–7000 B.C.), and Cody (7000–6500 B.C.) complexes (Gilpin et al. 2000). The most commonly recognized artifacts from this period are large projectile points, such as those of the Clovis and Folsom traditions. The Clovis complex was characterized by mammoth hunting using Clovis projectile points. Folsom-complex hunting focused on long-horned bison (*Bison antiquus*) using Folsom points. Late Paleoindian (Plano- and Cody-complex) hunting focused on both long-horned bison and modern bison (*Bison bison*) using Midland, Plainview, Scottsbluff, Eden, Angostura, and Belen projectile points and Cody knives. More



recently, multiple large stemmed points placed into the Western Stemmed Tradition, are suggested to extend into contemporaneity with Clovis (Beck and Jones 2010).

Most of the Paleoindian material in the region comes from the northern Chaco Plateau, with concentrations of Paleoindian materials documented in the northern San Juan Basin, the southwest San Juan Basin, the Chambers-Sanders Trust Lands, Puerco and Upper Little Colorado River Valleys, and the Cow Springs–Inscription House region (Gilpin et al. 2000; Vogler 1993). While numerous isolated surface finds of Clovis points and lithic scatters that include Clovis points or bases have been reported in the region (Danson 1961; Hesse 1995; Huckell 1982; Longacre 1963; Longacre and Graves 1976; Olson 1964; Roth 1993; Sims and Daniel 1952), no mammoth kill sites have been located. Mammoth remains unassociated with human artifacts have been found in the region (Agenbroad and Mead 1989).

One Clovis site, a Clovis-Folsom site, and six Cody Complex sites were reported on the northern Chaco Plateau, (Vogler 1993:111), a site in the Chuska Valley with Folsom and Plano components was identified at Peach Springs (Stuart 1985:28–31), and a Plano Complex site was excavated near Inscription House at Badger Springs (Smiley 2002:24–25). Although projectile points demonstrate that Paleoindians used the region, evidence for Paleoindian use of the area is extremely rare, and no Paleoindian sites have been identified near the project area. Since very little is known of the Paleoindian use of the area, any evidence of Paleoindian use of the region is extremely important, even isolated projectile points.

### ***3.2 ARCHAIC PERIOD (6500–500 B.C.)***

The extinction of large mammals, coupled with climatic change at the end of the Pleistocene Epoch, was at least one cause of a shift from the largely hunting-based economy of the Paleoindian Period to the Archaic lifeway, which was based on the procurement of a broad spectrum of wild plants and animals. Based on projectile point typology (Huckell 1982, 1996), the Archaic Period in the Southwest is divided into three phases: Early Archaic (6500–3500 B.C.), Middle Archaic (3500–1500 B.C.), and Late Archaic (1500–500 B.C.). The

Late Archaic Period in general is characterized by the introduction and adoption of cultigens, when maize was introduced to the Colorado Plateau. Maize has been found on Carrizo Wash in west-central New Mexico dating as early as 2200 B.C. (Huber and Miljour 2004), and in the Chinle Valley and on Black Mesa dating as early as 1700 B.C. (Gilpin 1994; Smiley 1994).

The Archaic period began about 6500 B.C. and lasted until about A.D. 500. The Archaic period was a time when the subsistence strategy was based on the hunting of modern species of animals and the gathering of wild plants by mobile populations (Ahlstrom et al. 1993:69). Vogler (1993a:117-148, 1993b:294-331) and Vivian (1990:79-109) have summarized the Archaic period on the Chaco Plateau, and researchers still use Irwin-Williams' (1973) description of the Oshara Tradition to characterize the Archaic period on the Colorado Plateau. The Oshara Tradition comprises five phases: 1) the Jay Phase (5500–4800 B.C.); 2) the Bajada Phase (4800–3300 B.C.); 3) the San Jose Phase (3300-1800 B.C.); 4) the Armijo Phase (1800–800 B.C.); and 5) the En Medio Phase (800 B.C.–A.D. 400). A distinctive projectile point style characterizes each phase, but they are not yet well dated (Gilpin 2000).

The larger scale view of the Archaic divides the period into three phases defined primarily by changes in flaked stone technology. The Early Archaic phase (6500–3500 B.C.) includes Jay, Bajada, and Pinto points. The Middle Archaic phase (3500–1500 B.C.) includes a variety of corner- and side-notched atlatl dart points, including Gypsum, San Jose, and Elko. The Late Archaic phase (1500–500 B.C.) is characterized by the use of cultigens, and the flaked stone technology includes a variety of diagnostic corner- and side-notched projectile point types.

Most Archaic sites consist of artifact scatters, ranging in number from 30 to more than 1000 artifacts, with 200-250 artifacts being average. Artifacts include mostly flaked stone; ground stone has been observed at only some of the sites, and where present occurs in small numbers. Thermal features have been reported, but they are relatively rare on Archaic sites. Flaked stone rarely includes cores, but flakes, projectile points and tools are commonly reported. Projectile point styles include Gypsum Cave, Armijo, San Pedro,

Cienega, Elko, Elko Corner-notched, Elko Side-notched, Elko Eared, Sudden Side-notched, Northern Side-notched, Hawken Side-notched, Rocker Side-notched, Humboldt, Pinto, and Bajada. Other common flake stone tools include bifaces, unifaces, knives, scrapers, a scraper plane, choppers, both retouched and utilized flakes, utilized cores.

### ***3.3 FORMATIVE PERIOD (500 B.C.– A.D. 1542)***

The Formative period is defined as the time when peoples of North America domesticated crops, began making pottery, and transitioned to settled village life, beginning in some areas as early as 1500 B.C. (Ahlstrom et al. 1993:72; Willey and Phillips 1958:146).

Although maize appears on the southern Colorado Plateau, near Quemado, Arizona, as early as 2200 B.C. (Huber and Miljour 2004), cultivation of domesticated plants in most areas did not begin until about A.D. 500, when pottery (beginning around A.D. 400) and the bow and arrow were adopted (Ahlstrom et al. 1993:72; Bungart 1994:101-102; Fairley 1989:112). People originally lived in pit houses, but by about A.D. 900 were constructing above-ground masonry houses.

The Formative period is the best understood prehistoric period in the Southwest, and is chronologically divided using the Pecos Classification (Kidder 1927), but Gladwin's (1945) regional chronology is typically used in the Chaco region. The Pecos Classification divides Formative history into seven periods: 1) Basketmaker II period (500 B.C.–A.D. 500), 2) Basketmaker III period (A.D. 500–700), 3) Pueblo I period (A.D. 700–900), 4) Pueblo II period (A.D. 900–1100), 5) Pueblo III period (A.D. 1100–1300), 6) Pueblo IV period (A.D. 1300–1542), and 7) Pueblo V period (A.D. 1542–present).

The regional phase sequence most applicable to the project area was developed by Alan Olson based on excavations east of Ganado in Cross Canyon (Olson 1971; Gilpin and O'Hara 2004), although the sequence developed for the Puerco River Valley by Gumerman and Olson (1968) is also relevant. Olson defined six phases: 1) Lino or La Plata phase (A.D. ?–750), 2) White Mound phase (A.D. 750–800), 3) Kiatuthlanna phase (A.D. 800–900), 4) Red Mesa phase (A.D. 900–975), 5) Cross Canyon phase (A.D. 975–1075), and 6) Kinlichee phase (A.D. 1075–1275).



### **3.3.1 BASKETMAKER (500 B.C.– A.D. 700)**

During the Basketmaker II period (500 B.C.–A.D. 500) pit houses were the most common form of permanent dwelling. Storage pits (cists), both interior and extramural, the presence of maize, and the absence of ceramics (except for limited unfired and plain brownwares) are thought to generally characterize Basketmaker II (Guernsey and Kidder 1921; Matson 1991; Gilpin 2000). A front orientation of sites, with storage cists against the back wall of a shelter or cave, pit houses in front, and trash middens on the slopes outside the cave opening, became more common and more formalized throughout the Basketmaker II period, suggesting a more year-round occupation (Ahlstrom 1993:62; Fuller and Chang 1978:294–295, 300–303, 309).

The Basketmaker II period was originally conceived by Alfred Kidder (1927) as beginning with the introduction of cultigens and lacking ceramics. However, research has demonstrated that maize was first introduced to the region as early as 2200 B.C. (Huber and Miljour 2004; Huber 2005; Diehl and Waters 2006; L. Huckell 2006), and around A.D. 200, a plain brownware pottery came into production throughout the Southwest, during what had previously been considered the Late Archaic period. The presence of maize and absence of ceramics has traditionally defined the Basketmaker II period. Since the discovery of maize prior to the Basketmaker II period has made defining the two periods problematic, and the division between the Late Archaic and Basketmaker II periods at 500 B.C. is largely arbitrary, Bruce Huckell (1996) has suggested creating an heuristic time period called Early Agricultural (Gilpin and O'Hara 2004). It has also been suggested that regional diversity in material culture during Basketmaker II reflects differences between southern emigrants who introduced maize and influenced the adoption of maize agriculture (Matson 1991).

Plain grayware pottery was adopted during the Basketmaker III period (A.D. 500–700), and pit houses continued to be the most common form of permanent dwelling. Clusters of pit houses became common and often included a large pit structure called a great kiva (typically 15 m in diameter), which served as a focus for community ceremonies (Roberts



1929; Morris 1980; Gilpin 2000). Basketmaker III is the first extensive period occupation of the southwest San Juan Basin (Gilpin 2000; Gilpin and Benallie 2000).

### **3.3.2 FORMATIVE PERIOD (500 B.C.– A.D. 1542)**

Village organization during the Pueblo I period (A.D. 700–900) typically consisted of an arc of above-ground storage and work rooms constructed of jacal, facing one or more pit houses (Gilpin 2000; Gilpin and O'Hara 2004). Olson (1971) divided the period from A.D. 750 to 900 into two phases: the White Mound phase (A.D. 750–800) and the Kiatuthlanna phase (A.D. 800–900). The White Mound phase was not represented at Cross Canyon. During the Kiatuthlanna phase, slab-lined surface structures, jacal structures, and pit houses were constructed. Great kivas continued to be used for community ceremonies, and black-on-white pottery (and some redware pottery along the San Juan River) was made, in addition to a gray, neck-banded utility ware (Brew 1946; Gladwin 1945). The Pueblo I settlement pattern in the southwest San Juan Basin is quite similar to the Basketmaker III settlement pattern (Gilpin 2000).

The Pueblo II period (A.D. 900–1100) is characterized by population aggregation and development of complex stratified communities of hamlets and dispersed farmsteads clustered around large sites with Chacoan great houses. These great house sites usually were planned architectural complexes with core-veneer masonry, great kivas, and associated prehistoric roadways. The formalized network of roads that formed during this time within the San Juan Basin linked communities with Chacoan great houses to each other, and to sites within the central Chaco Canyon community (Lekson et al. 1988). However, integrative structures like great kivas and enclosed plazas were present in the Anasazi and Mogollon areas as early as the late Basketmaker period (A.D. 600–700), prior to the presence of the Chaco system (Adams 1996).

Great houses, which saw their heyday of construction between A.D. 1050–1150, are usually 200 rooms or more and typically were constructed as a series of temporally discrete units (Kantner and Mahoney 2000). In contrast, contemporaneous hamlets, like Site AZ-O-40-51, usually consisted of single story structures ranging from 20-40 rooms in extent.

Excavations have shown that exotic goods like copper bells, turquoise, shell jewelry, and macaws from Central America, are much more common at great house sites and are largely absent at associated villages (Mathien and McGuire 1986). The Puerco River District was relatively sparsely occupied by a residentially disperse population with several relatively small pueblos that were not as involved in the great house system as sites in other districts (Adams 1996). Nevertheless, sites like Bidahochi likely became regional nodes for transportation and communication during the Pueblo II period (Vivian 1997a, 1997b).

Residential sites of the period were consistently in the configuration of the unit pueblo or Prudden unit: a block of habitation, work, and storage rooms with a kiva in front (Gilpin and O'Hara 2004). Based on his work at Cross Canyon, Olson (1971) divided the Pueblo II period into two phases: the Red Mesa phase (A.D. 900–975) and the Cross Canyon phase (A.D. 975–1075). The typical Red Mesa phase site was the unit pueblo. Black-on-white pottery was still common, along with corrugated utility ware, and ceramic type distributions suggest that the boundary between Cibolan and Tusayan manufacture and exchange had shifted to the northwest. The number of sites in the region grew during the Pueblo II period, but the sites were more spread out and less clustered than in previous periods (Gilpin 2000).

Large, plaza-oriented villages of 50 rooms or more were the home to most of the population during the Pueblo III period (A.D. 1100–1300), although some people still lived in unit pueblos (Gilpin and O'Hara 2004). This site structure gradually replaced great houses and great kivas and construction of Chacoan Great Houses and repair of existing structures seems to have ceased around A.D. 1130 to 1180 (Gilpin 1989, 2000).

Although ceramic design changed from Pueblo II, black-on-white ceramics and corrugated utility wares were still popular during the Pueblo III period (Smith 1971). Olson (1971) classified the Pueblo III period at Cross Canyon as the Kinlichee phase (A.D. 1075–1275), when people aggregated into the plaza-oriented Pueblo III section of Kin Lichee Ruin across the canyon from the earlier Cross Canyon sites. The number of sites occupied during the Pueblo III period declined slightly from the number occupied during the Pueblo II period, and the Pueblo III period saw much of the San Juan Basin depopulated.

Large settlements in the Puerco River District (Duff 2000), including Bidahochi (250 rooms) and Bidahochi Southeast (150 rooms; A.D. 1250–1300; Duff 2000), were documented by Hough (1903) and Gilpin (1989). It is thought that aggregation in this area occurred after A.D. 1250 when the western part of the Hopi Buttes were abandoned and populations aggregated into larger villages in the better watered area to the east of the buttes (Adams 1996).

By the beginning of the Pueblo IV period (A.D. 1300–1542), large areas of the Colorado Plateau were abandoned and farming peoples no longer occupied permanent villages over much of the region except for several clusters including the Homol'ovi, Hopi, Hopi Buttes (Bidahochi), Wide Ruins, and Zuni areas (Gilpin 2000). By A.D. 1400, permanent settlements were only present at areas now occupied by the modern pueblos the eastern and western pueblos that are mostly still occupied today, including Hopi and Zuni (Upham 1982). The communities of Homol'ovi and Bidahochi were abandoned between A.D. 1350 and 1425 (Adams 1996). Evidence for Pueblo use of the area during the Pueblo IV and V (A.D. 1542–present) periods consists mostly of isolated sherds (Gilpin and O'Hara 2004).

### ***3.4 HISTORIC PERIOD (A.D. 1542–PRESENT)***

The Spanish invasion of 1542 marks the beginning of the historic period in the Southwest, and roughly coincides with the earliest archaeological evidence of Diné culture. James Hester's (1962) cultural sequence is commonly applied to Diné sites and is separated into five phases: 1) the Dinétah phase (1550–1696), 2) Gobernador phase (1696–1770), 3) the Cabezón (east of the Chuskas) and de Chelly (west of the Chuskas) phases (1770–1863), 4) the Bosque Redondo period (1863–1867), and 5) the Reservation period (1867–present). A more comprehensive description of Diné history is presented in Brugge (1980, 1986).

- Archaeologists have suggested that the Dinétah phase begins with the arrival of the Athapaskan-speaking ancestors of the Diné. This view entails their migration from the far north sometime between A.D. 800 and A.D. 1581 (Bailey and Bailey 1986; Gunnerson 1956, 1974; Kluckhohn and Leighton 1974). Diné oral history indicates their arrival into the Southwest sometime during the 1300s or earlier (Roessel 1983), although other



interpretations place it much earlier (ca. A.D. 1000). This viewpoint entails that Diné culture was influenced by coexistence with the Anasazi, and that mutual cultural exchange occurred during the periods of social upheaval that began with the droughts of the late-thirteenth century and lasted through the Spanish colonial conquest (Kelley and Francis 1994, 1998).

The earliest recorded references to the Diné were written by Spanish or Mexican government officials and dealt almost entirely with Diné raids and Spanish reprisals (Roessel 1983; Bolton 1916). Spanish military campaigns against the Diné went on into the 1800s, and hostilities continued after Mexico achieved independence from Spain in 1821. Records of the Catholic Church in New Mexico reveal a distinct increase in the frequency of baptisms of Diné captives during the period of Mexican rule, and it has been suggested that Mexican military campaigns against the Diné were in part motivated by the slave trade (Brugge 1968).

In the mid-1840s the Treaty of Bear Springs was created between the United States and the Diné, but was never ratified by the U.S. Senate. In 1848, several Diné leaders and the U.S. signed the Newby Treaty, but it was evident within the first year that it was not working. As a result, the U.S. army established Fort Defiance in 1851 for the express purpose of subduing the Diné. In 1862, many Diné were forcibly relocated to Fort Sumner in northeastern New Mexico, and those who remained were considered hostile by the U.S. military. In 1863 and 1864, Colonel Christopher "Kit" Carson led several scorched earth campaigns that destroyed Diné homes, and left their means of sustenance in ruins (Bailey 1964; Trafzer 1982). Approximately 8,500 Diné surrendered at Fort Wingate and were sent on the Long Walk into confinement at Fort Sumner. Survivors were allowed to return after signing the treaty that established the Navajo Reservation in 1868 (Bailey 1964, 1970).

Beginning in 1901, the reservation was divided into six separate agency jurisdictions. This period is also marked by the establishment of many trading posts that further promoted Diné integration into the larger American economy. The Navajo Tribal Council was established in 1923 with the stated function of aiding the Indian Service in managing tribal affairs, but its true purpose was to facilitate the acquisition of lease tracts on reservation

land by oil companies (Bailey and Bailey 1986). In an effort to bolster Diné self-determination and local governance the Navajo Nation Chapter system was started in 1922. John G. Hunter, superintendent of the Leupp Agency, was instrumental in this effort.

The late 1920s saw large livestock herds on the reservation, resulting in overgrazing. In 1933 the Department of the Interior initiated a stock reduction program to stem the resulting soil erosion. The Navajo tribal government finally recognized chapters as local governing bodies in 1955, and reorganized them into units under its authority (Williams 1970). Many public work projects were initiated during the Depression by the Soil Conservation Service and the Civilian Conservation Corps, and Diné were commonly hired as labor. Their work focused on road and water infrastructure, including wells, windmills, and water reservoirs (Bailey and Bailey 1986).

## **4.0 RECORDS SEARCH**

In order to determine what previous projects had been conducted and what archaeological sites had been previously recorded within one kilometer of the project area, Cornerstone archaeologists searched the Navajo Nation Historic Preservation Department (NNHPD) files in Window Rock, Arizona. Cornerstone also reviewed the National Park Service Focus Database for the National Register of Historic Places (NRHP 2014), as well relevant historic maps.

### ***4.1 NAVAJO NATION HISTORIC PRESERVATION DEPARTMENT***

Iris Begaye conducted a site-file-search of the NNHPD archaeological site and Traditional Cultural Properties (TCP) files in Window Rock on January 4, 2017. NNHPD records identify no archaeological survey and no archaeological sites within the current project area, and five projects and two recorded sites within one kilometer of the current project area (Tables 1 and 2).



**Table 1.** Previous Archaeological Surveys within One Kilometer of the Project Area

<b>ID Numbers</b>	<b>Description</b>	<b>Reference</b>
HPD-93-009 / 92SASI078M	Cultural Resource Inventory for Four Corners Pipeline Replacement of a Portion of the 10" Line in the McElmo Gathering System	Havel 1993
HPD-91-059 / LAC 9103	Archaeological Survey for Four Corners Pipeline Company's Burton Eight Inch Pipeline Reroute Aneth Gathering System, San Juan County, Utah	Harden 1991
HPD-90-505 / NNAD-90-368	An Archaeological Survey of a Proposed Water Transfer Line to Chuska Energy Company's Yard in Montezuma Creek, Utah	Werito 1990
HPD-90-595 / ABA-90-538	Research Design: Evaluative Testing at Selected Archaeological Sites along State Route 262, Navajo Indian Reservation, San Juan County, Utah	Davis 1990
HPD-94-370 / CASA 94-33	NAIHS Project NA-93-A19; 80 Scattered Homesites and Associated Waterline Extensions, Shiprock IHS District, San Juan, Rio Arriba, McKinley, and Sandoval Counties, NM; Apache County, AZ; San Juan County, UT	Hammack 1994

**Table 2.** Previously Recorded Archaeological Sites within One Kilometer of the Project Area

<b>Site Number</b>	<b>Description</b>	<b>Reference</b>
UT-C-43-82	Historic Navajo Habitation	Havel 1993
UT-C-43-83	Lithic Scatter	Havel 1993

#### 4.1.1 TRADITIONAL CULTURAL PROPERTIES

Cornerstone representative Iris Begaye visited the NNHPD Traditional Cultural Properties (TCP) files on January 4, 2017, which indicate that there is one TCP (Appendix A- TCP Record Search Verification Form) within one kilometer of the project area. The San Juan River is shown on NNHPD's 1:64,000 TCP map as Traditional Cultural Property #343, and is immediately to the south of the project area.

On January 12 and 13, 2017, Josh Edwards spoke with Wilbur Capitans (President- Aneth Chapter), Boyd Silversmith (Principal- Montezuma Creek Elementary School), Colby Davis (Maintenance Supervisor- Montezuma Creek Elementary School), and Kyle Hosler (Business Administrator- San Juan School District). The interview with Mr. Capitans was conducted via telephone, and he indicated that no TCPs or areas of concern were present within or near the project area, and that he was not concerned about effects of the

proposed project on the San Juan River. Mr. Silversmith and Mr. Davis were interviewed at the school, where Mr. Hosler was present, and they concurred that there were no concerns associated with the proposed undertaking's effect on any TCPs.

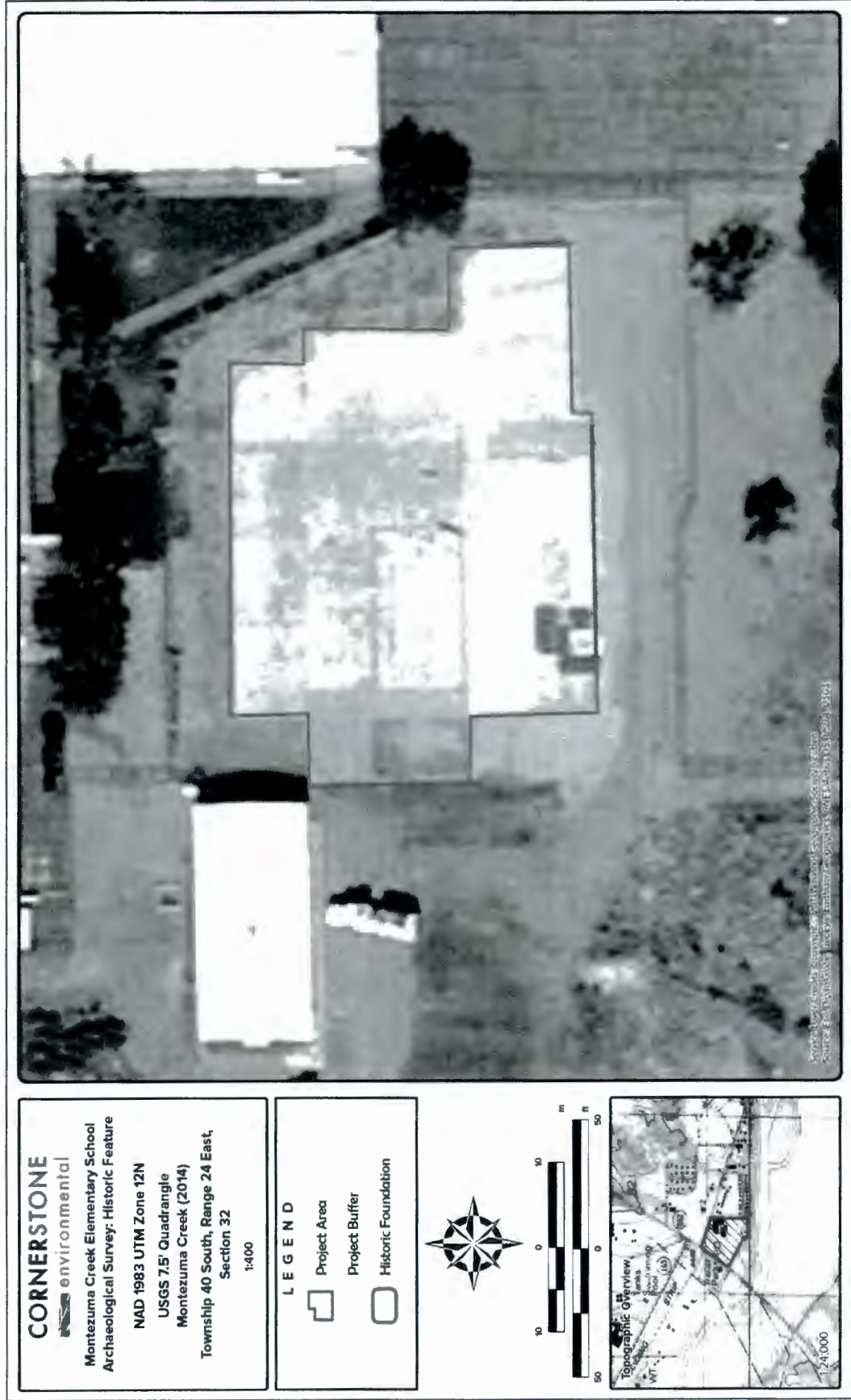
During the archaeological survey, a building foundation was observed in the location of the proposed gymnasium (Figures 6-8). Subsequent inquiries to Mr. Silversmith and Mr. Hosler about the foundation revealed that it was once the location of the previous Montezuma Creek Elementary School, which was torn down in 2008-2009 when the current school was built. The maintenance administrator for the current school was also consulted, but no more information about the foundation, such as its date of construction, was obtained. The physical characteristics of the foundation yielded few clues as to its age, and the interviewees expressed no concern about loss of the foundation.

#### ***4.2 NATIONAL REGISTER OF HISTORIC PLACES***

As of January 18, 2017, the National Park Service Focus Database (NPS 2017) for the National Register of Historic Places (NRHP) lists 36 properties within San Juan County, Utah. None of these are near the project area.

#### ***4.3 HISTORICAL MAPS***

Sanborn-Perris Fire Insurance Company (Sanborn) maps are not available for the project area. On February 3, 2017 Cornerstone archaeologist Shane Montgomery conducted a search for available historic maps and archival records potentially associated with the Montezuma Creek Elementary School Archaeological Project. The project area is situated in Section 32 of Township 40 South, Range 24 East. Historic maps consulted include the 1881, 1886, 1892, 1893, and 1908 U.S. Geological Survey (USGS) Maps, 1900 General Land Office (GLO) Map, 1946 Bureau of Land Management (BLM) Dependent Resurvey Map, and 1954 BLM Land Plat Map.







**Figure 7.** Overview photo of old school foundation, facing northwest.



**Figure 8.** Overview photo of old school foundation, facing south.



The BLM GLO Records Database was also consulted for any relevant homestead entries, land patents, or other relevant federal records. The results of the historic database search indicated little activity depicted around the project area and none within it. The settlement of Montezuma Creek is absent from all historic USGS and GLO maps, and only appears on later BLM Maps. No homestead entries or land patent records exist for the project area. The only relevant historic records relate to two presidential executive orders (1884 and 1905) establishing lands in the region for Indian Reservation purposes. No other historic activities or features are depicted on any accessible maps of the project area.

## **5.0 FIELD METHODS**

Fieldwork was conducted by Cornerstone archaeologist Josh Edwards on January 13, 2017, using standard archaeological techniques and following Navajo Nation Historic Preservation Department (NNHPD) guidelines for 100% survey coverage and site recording (NNHPD 2014). The survey area of 17.98 acres (the project area is 14.68 acres) was covered by walking transects spaced no more than 15 meters apart. The survey area consists of the project area with a 50-foot area to its exterior, as specified by NNHPD archaeological survey standards. The transects were contiguous with no uninventoried areas left between transects. The terrain, vegetative cover, and the nature of cultural properties influence transect width and intensity of survey coverage, and intervals were reduced when surface visibility was poor. In this case, however, the survey area was relatively open and disturbed where buildings and landscaping did not obscure the ground surface.

The condition of the project area was exhaustively documented through photographs and notes. The objectives of the survey were to locate, identify, and describe/document all archaeological sites as defined by the current NNHPD site recording standards (NNHPD 2014). This includes documenting and recording all cultural properties including archaeological sites, historic structures and buildings, isolates and other properties of historic and scientific interest 50 or more years old that may be reasonably detected from the surface. These standards require that an archaeological site is defined as “the location

of a prehistoric or historic occupation or activity, or a building or structure, whether standing or ruined" and is more than an isolated occurrence (NNHPD 2014:20).

The precise location of each archaeological site and isolated occurrence (IO) was recorded with a hand-held Garmin GPS unit. An IO is defined as "Any non-structural remains of a single event: alternately, any non-structural assemblage of approximately 10 or fewer artifacts within an area of approximately 10 m<sup>2</sup> or less, especially if it is of questionable human origin or if it appears to be the result of fortuitous causes. The number and/or composition of observed artifact classes are a useful rule of thumb for distinguishing between a site and an isolate. It seems unlikely, for example, that the presence of three artifact classes (e.g., lithic debitage, ground stone or sandstone fragments, and pottery) represents the remains of a single event. Similarly, it seems unlikely that two sherds from different vessels or two pieces of debitage from different parent materials, together with a small number of items from a second artifact class represent a single event" (NNHPD 2014:20).

Artifacts were field analyzed as encountered, then returned to their original locations. Ceramic artifacts were classified following the standard typologies for the region (Brugge 1981; Goetze and Mills 1993; Hays-Gilpin and van Hartesveldt 1998). The material types of flaked stone artifacts were identified and the reduction stages of flakes were characterized per their stages of reduction (Andrefsky 1998) and ground stone was analyzed using a technological approach (Adams 2002). Historic artifacts were classified by material (e.g. metal, glass, ceramic, etc.), measurements were taken on complete, uncrushed cans, and diagnostic characteristics, such as color, manufacturer, labels, maker's marks, etc., were recorded. Historic artifact guides were used to provide functional and temporal information (Toulouse 1971; Simonis 1997; Rock 1981, 1984; SHA 2014).

## **6.0 RESULTS AND RECOMMENDATIONS**

The survey resulted in the identification and recording of one previously unrecorded archaeological site (UT-C-43-335), and 7 isolated occurrences of cultural materials (Figure 9 and Table 3).

**Table 3.** Location and Description of Isolated Occurrences of Cultural Materials

IO	Location (UTM/Zone 12/NAD 83)		Description
	Easting	Northing	
1	650145	4125050	Possibly historic 7UP bottle top
2	650163	4125088	El Paso Natural Gas concrete line marker #1
3	650223	4125210	El Paso Natural Gas concrete line marker #2
4	650204	4125215	El Paso Natural Gas concrete line marker #3, fallen down
5	650214	4125020	1 tertiary gray chert flake
6	650213	4125021	1 aluminum top can fragment (ca. 1962-1965) and 1 crushed sanitary can
7	650216	4125005	1 crushed aluminum top can (ca. 1962-1965)

Of note, IOs 2-4 are formed concrete pillars with square sides and pyramidal tops (Figures 10-12). They measure approximately 1.2 m above modern ground surface and around 12 cm wide. These markers are debossed with “EL PASO NATL GAS” and “GAS PIPE LINE” on either side. Although the pipeline itself (and the buried water pipeline in the survey area) is likely more than 50 years old, in-use historic natural gas pipelines are exempt from National Historic Preservation Act (NHPA) Section 106 review in accordance with a notice provided by the Advisory Council on Historic Preservation (ACHP 2002). However, in-use gas pipelines are exempt from this ruling on tribal lands and the decision of how these resources are to be treated is left to the tribe. In-use utilities, like the water and gas pipelines within the survey area, have been maintained and repaired constantly throughout their lifespan.





Figure 9. Site UT-C-43-335 and isolated occurrences recorded during survey.

Montezuma Creek Elementary School Archaeological Survey





**Figure 10.** Photo of IO2, EPNG line marker #1, facing north-northeast.



**Figure 11.** Photo of IO3, EPNG line marker #2, facing south-southwest.



**Figure 12.** Photo of IO4, EPNG line marker #3.

## ***6.1 SITE DESCRIPTION***

### **Site UT-C-43-335**

**Property Type:** Limited Activity Site

**Cultural and Temporal Affiliation:** Anasazi, Pueblo I; Protohistoric Navajo

**Dimensions/Area:** 205 meters east/west x 175 meters north/south

**UTM location:** E650203 N4125000 (NAD83, Zone 12)

**Elevation:** 4444 ft amsl

**Legal Description:** Township 40 South, Range 24 East, Section 32, SE SE

**Local vegetation and topography:** Vegetation in the area varies from desert grasses and shrubs, in the lowlands, to vast areas of piñon-juniper, to high-country meadows with

Ponderosa pines and aspens. Salt cedar (tamarisk), Russian olive, and other invasive plants are common along the streams and rivers, as are native species of trees like cottonwoods. The project area is completely disturbed by construction and maintenance of the school, including the dirt maintenance road that runs through the site, and cattle grazing. Otherwise, the site lies in an open area with bunch grasses, narrow leaf yucca, sage, snakeweed, and four-wing saltbush (Figure 13).



**Figure 13.** Overview photo of Site UT-C-43-335, facing east.

**Site Description:** Site UT-C-43-335 is a multicomponent prehistoric and protohistoric site with few artifacts and no visible features (Figure 14). The artifacts appear to be moved from their original locations from the extensive surficial disturbance evident at the site, but consist of ceramics, flaked stone, and ground stone. The artifacts observed on the surface of the site were point located to illustrate the distribution of artifacts across the site (Table 4).

Ceramic artifacts at the cover a wide date range from A.D. 700-1210, come from different culture groups, and represent multiple uses of the site. The one Abajo Red-on-Orange interior decorated bowl sherd (PL-1; A.D. 700-850) exhibits a coarse sand temper of



abundant subangular quartz particles and no carbon streak. It has a chunky paste and the temper is visible through the surface. No slip was evident on the sherd and the core is terra cotta-color, rather than gray. Wilson and Blinman (1995) state that Northern San Juan ceramic types usually have crushed igneous rock temper, there are several known regional deviations in temper material that were influenced by temporal and geographical factors. Since igneous temper sources are not present near Montezuma Creek, potters appear to have utilized local Dakota Sandstone in the Northern San Juan ceramic tradition in the western portion of the Mesa Verde region (Wilson and Blinman 1995). The 5 Dineta Gray (PL-2; A.D. 1500-1800) sherds are very similar in firing properties and probably originate from same vessel. The Tusayan Corrugated sherd (A.D. 1020-1210) is from the Kayenta Anasazi tradition and is one of the most common types of Tusayan Gray Ware. Its geographical range includes northeastern Arizona, northwestern New Mexico, and southern Utah.

The two groundstone fragments (PL-3) originate from the same artifact, were approximately 4 meters apart, and fit together. The tool was made with little shaping or expenditure of effort put into its manufacture suggesting that it was used ephemerally for multiple tasks that likely included processing gathered seeds. The two pieces of flaked stone were unremarkable.

**Table 4.** Description of Point Located Items

PL#	Artifact Class	Description
1	Ceramic	1 Abajo Red-on-Orange (A.D. 700-850) interior decorated bowl sherd, with coarse sand temper of abundant subangular quartz temper and no carbon streak, chunky paste, can see temper through surface finish.
2	Ceramic	5 Dineta Gray (A.D. 1500-1800) sherds in 10m diameter area, probably from same vessel.
3	Groundstone	1 expedient quartzite groundstone river cobble with edge battering, in two pieces.
4	Ceramic	1 Tusayan Corrugated (A.D. 1020-1210) sherd.
5	Flaked Stone	2 tertiary quartzite flakes.



# CORNERSTONE

environmental

Montezuma Creek Elementary School  
Archaeological Survey: Site Map  
UT-C-43-335

NAD 1983 UTM Zone 12N

USGS 7.5' Quadrangle

Montezuma Creek (2014)

Township 40 South, Range 24 East,

Section 32

1:800

## LEGEND

-  Datum
-  Artifacts
-  Project Area
-  Site Boundary
-  Avoidance Boundary

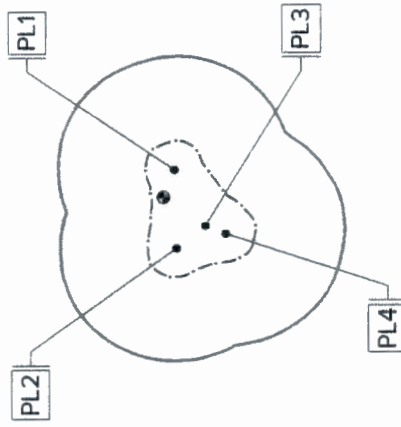
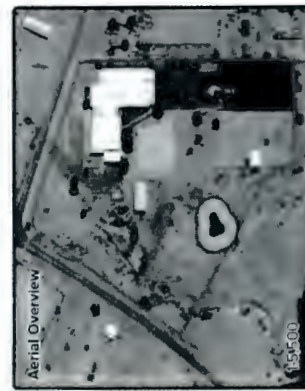
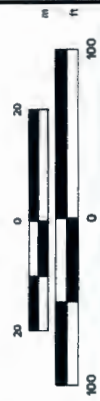


Figure 14. Plan map of Site UT-C-43-335.

Montezuma Creek Elementary School Archaeological Survey

**Eligibility Recommendations:** Site UT-C-43-335 represents a locus of human activity is more than 50 years old and retains some aspects of integrity:

**Location:** The site retains only weak integrity of location and has been significantly disturbed.

**Design:** The site does not incorporate any observable design elements.

**Setting:** The site setting is impacted by the construction of buried gas pipelines, fences, paved highways, residential buildings, and the school within the view shed, but it still retains weak integrity of setting.

**Materials:** The site does not contain any materials specifically indicative of a particular historic context.

**Workmanship:** The site does not display any integrity of particularly distinctive workmanship that is clearly associated with a specific historic context.

**Feeling:** While the immediate disturbance to the site has had a significant impact, moderate integrity of feeling is still present.

**Association:** Site UT-C-43-335 retains strong integrity of association with broad patterns of prehistory and Diné history.

Due to substantial disturbance of the entire survey area, it is unknown if the data potential of Site UT-C-43-335 has been exhausted through field analysis and recording. This group of possibly unrelated artifacts was deemed a site, rather than clustered IOs, following discussion with Tamara Billie of NNHPD. Since there is extensive disturbance to the school grounds and a high site density in the area is it likely that 1) these artifacts were moved from their original locations and 2) there are buried artifacts, and possibly associated intact subsurface cultural deposits, within the survey area. Unfortunately, the disturbance makes the origin of the artifacts impossible to discern. The site possibly has significant intact subsurface deposits of cultural materials and may retain some information potential. Therefore, Cornerstone recommends that Site UT-C-43-335 be considered *unevaluated* for listing in the National Register of Historic Places and that the site should be protected under the Archaeological Resources Protection Act of 1979.

## **6.2 CONCLUSION AND RECOMMENDATIONS**

Cornerstone Environmental Consulting, LLC (Cornerstone), inventoried the 17.98-acre survey area (14.69-acre project area) using a maximum transect width of 15 meters, including the 50-foot buffer around the project area. The survey resulted in the identification and recording of one newly discovered site (Site UT-C-43-335), and seven isolated occurrences of cultural materials.

Cornerstone recommends that Site UT-C-43-335 be considered *unevaluated* for listing in the National Register of Historic Places and that the site should be protected under the Archaeological Resources Protection Act of 1979. This site may contain significant subsurface deposits of cultural materials and therefore retain information potential (Criterion D) and further archaeological work is required prior to making an educated eligibility recommendation. Field recordation of the IOs has exhausted their data potential and they require no protection.

The El Paso Natural Gas pipeline (IOs 2-4; and the buried waterline) is likely more than 50 years old. However, in-use historic natural gas pipelines are exempt from National Historic Preservation Act (NHPA) Section 106 review in accordance with a notice provided by the Advisory Council on Historic Preservation (ACHP 2002). In addition, in-use gas pipelines are exempt from this ruling on tribal lands and the decision of how these resources are to be treated is left to the NNHPD. In-use utilities, like gas and water pipelines, have been maintained and repaired constantly throughout their lifespan. The types of features associated with the pipeline are not all present for categorization and evaluation within the current project area, and evaluation of the entire line is not within the scope of the current project. Therefore, Cornerstone recommends that this historic resource remains unevaluated.

In summary, although the project area is entirely disturbed, Cornerstone has determined that there may be significant cultural resources at Site UT-C-43-335 that would be affected by ground disturbance. Therefore, mitigation and/or archaeological monitoring is recommended prior to disturbing the ground within the site and a buffer of 50 feet to the site's exterior. This may include test excavations to assess the nature and extent of cultural deposits within the right-of-way, and/or monitoring by a qualified archaeologist during ground disturbing activities within the project area, which will likely require composition of an Historic Properties Treatment Plan that must be approved by the NNHPD.

There is moderate potential for the inadvertent discovery of additional, significant archaeological remains within the project area outside of Site UT-C-43-335. Since the San Juan School District plans to avoid the site, including the 50-foot buffer, Cornerstone recommends that the proposed project proceed with no further archaeological work. However, if previously unrecorded cultural resources *are* encountered during ground-disturbing activities, these activities must be discontinued in the immediate vicinity of the discovery, and work should not resume until a qualified archaeologist has been notified and allowed time to properly address the nature and significance of the discovery.

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## **APPENDIX A- TCP RECORD VERIFICATION FORM**



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

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

**PROJECT NAME & NO.:** Lease for San Juan School District

**DESCRIPTION:** The San Juan School District proposes to obtain a lease consisting of ±14.68 acres at the existing school site for the purpose of constructing a new gym for the students, staff, and community member.

**LOCATION:** SW¼ of Section 32, T40S, R24E, SLB& M, Montezuma Creek, San Juan County, Utah

**REPRESENTATIVE:** Kyle Hosler, Business Administrator, San Juan School District

**ACTION AGENCY:** Navajo Nation and Bureau of Indian Affairs

**B.R. REPORT TITLE / DATE / PREPARER:** Request for concurrence/17 OCT 2016/Kyle Hosler

**SIGNIFICANT BIOLOGICAL RESOURCES FOUND:** Area 1. Existing school site with heavily disturbed surface.

**POTENTIAL IMPACTS**

**NESL SPECIES POTENTIALLY IMPACTED:** NA

**FEDERALLY-LISTED SPECIES AFFECTED:** NA

**OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES:** NA


**AVOIDANCE / MITIGATION MEASURES:** NA

**CONDITIONS OF COMPLIANCE\*:** NA

**FORM PREPARED BY / DATE:** Pamela A. Kyselka/20 OCT 2016

**COPIES TO:** (add categories as necessary)

☒ BIA ☐ \_\_\_\_\_

<b>2 NTC § 164 Recommendation:</b>		<b>Signature</b> 	<b>Date</b> 10/21/16
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Conditional Approval (with memo) <input type="checkbox"/> Disapproval (with memo) <input type="checkbox"/> Categorical Exclusion (with request letter) <input type="checkbox"/> None (with memo)		Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife	

<p><b>*I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.</b></p>	
<b>Representative's signature</b>	<b>Date</b>



# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

## MEMORANDUM

TO : Joe Begay Jr, Senior Animal Control Officer  
Department of Fish and Wildlife  
DIVISION OF NATURAL RESOURCES

FROM : Gloria M. Tom / [Signature]  
Gloria M. Tom, Director  
Department of Fish and Wildlife  
DIVISION OF NATURAL RESOURCES

DATE : October 21, 2016

SUBJECT : DELEGATION OF AUTHORITY

I will be on leave on Friday, October 21, 2016. Therefore, I am delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00 am, October 21, 2016 and ending at 5:00 p.m., October 21, 2016.

Your authority will cover the review and signing off of all routine documents pertaining to the Department of Fish and Wildlife, except for issues that you feel should have the attention of the Director.

## ACKNOWLEDGEMENT:

[Signature]  
Joe Begay Jr, Senior Animal Control Officer  
Department of Fish and Wildlife  
DIVISION OF NATURAL RESOURCE

xc: File



THE NAVAJO NATION  
ENVIRONMENTAL PROTECTION AGENCY

Public Water Systems Supervision Program  
Post Office Box 339, Window Rock, AZ 86515  
Telephone (928) 871-7755  
Fax (928) 871-7818  
www.navajopublicwater.org



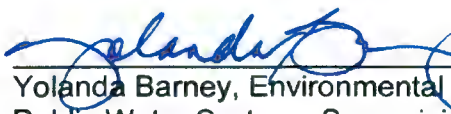
Russell Begaye  
President

Jonathan Nez  
Vice President

September 29, 2017

MEMORANDUM

TO: Navajo Land Title Data Systems  
Land Department  
Division of Natural Resources

FROM:   
Yolanda Barney, Environmental Program Manager  
Public Water Systems Supervision and Domestic Wastewater Programs  
Surface and Ground Water Protection Department  
Navajo Nation Environmental Protection Agency

SUBJECT: DOCUMENT No. 008831

The Navajo Nation Environmental Protection Agency's Public Water Systems Supervision Program ("PWSSP") reviewed Document No. 008831: San Juan School Lease Montezuma Creek. PWSSP recommends approval of this project.

All proposed drinking water projects will need to be permitted by the PWSSP-NNEPA. All proposed drinking water projects (extensions, upgrades, new wells, new public water systems, etc.) must also comply with the design review and construction permit requirements of the PWSSP pursuant §§1501 and 1601 of the Navajo Nation Primary Drinking Water Regulations.

All proposed wastewater projects will need to be permitted by the Domestic Wastewater Program-NNEPA. Extensions, upgrades, new sewer infrastructure, septic tanks, and other wastewater infrastructure must comply with the design review and construction permit requirements pursuant to §201 of the Domestic Wastewater Program.

If there are any questions, please contact me at 871-7755.

xc: Ronnie Ben, Environmental Department Manager, Surface/Ground Water Protection Dept., NNEPA  
PWSID#NN4903018  
DWWPID#NN49090042





Document No. 008831

Date Issued: \_\_\_\_\_

### EXECUTIVE OFFICIAL REVIEW

Title of Document: San Juan School Lease Montezuma Creek Contact Name: YAZZIE, ELERINA B

Program/Division: DIVISION OF NATURAL RESOURCES

Email: 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"/>
<input type="checkbox"/>	<b>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</b>			
	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"/>	<b>Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications</b>			
	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"/>	<b>Navajo Housing Authority Request for Release of Funds</b>			
	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"/>	<b>Lease Purchase Agreements</b>			
	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"/>	<b>Grant Applications</b>			
	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"/>	<b>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</b>			
	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"/>	<b>Relinquishment of Navajo Membership</b>			
	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"/> |

☐ 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      | _____ | 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:

- |               |       |                |                                     |                          |
|---------------|-------|----------------|-------------------------------------|--------------------------|
| 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. NNEPA      | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 5. DNR        | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 6. DOJ - (ic) | _____ | Date: 12/19/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. OPVP       | _____ | Date: 12-16-11 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

V. Blanket  
12



## NAVAJO NATION DEPARTMENT OF JUSTICE

**DOCUMENT  
REVIEW  
REQUEST  
FORM**☐ RESUBMITTAL

DOJ
11-02-17 @ 4:28pm
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 008831
SAS #:
UNIT: NRU

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

**CLIENT TO COMPLETE**

DATE OF REQUEST:	11/2/2017	DIVISION:	Division Natural Resources
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	General Land Development Department
PHONE NUMBER:	871-6447 or 6401	E-MAIL:	michellehoskie@frontier.com

TITLE OF DOCUMENT: SAN JUAN SCHOOL LEASE IN MOTEZUMA CREEK

**DOJ SECRETARY TO COMPLETE**

DATE/TIME IN UNIT:	11-2-17 4:48	REVIEWING ATTORNEY/ADVOCATE:	Irvin Chee 11.14.17
--------------------	-----------------	------------------------------	------------------------

DATE TIME OUT OF UNIT: 12-19-17 @ 3:30

**DOJ ATTORNEY / ADVOCATE COMMENTS**

- Document is legally sufficient.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Emmie Ace	12/18/17	V Blanthart	12/19/17 12:12pm

Emailed DOJ Secretary Called: Michelle / Stevie for Document Pick Up on 12-19-17 at 3:30 By: RJ

PICKED UP BY: (Print)

DATE / TIME:

NNDOJ/DRRF-July 2013

**COMPLETED**

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

Sufficient    Insufficient

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

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

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

☐ **Rights of Way**

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

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

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

☐ **Assignment of Mineral Lease**

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

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

- |             |       |             |                          |                          |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD      | _____ | Date: _____ | <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:**

- |               |       |                |                                     |                          |
|---------------|-------|----------------|-------------------------------------|--------------------------|
| 1. NLD        | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. F&W        | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 3. HHPD       | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 4. NNEPA      | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 5. DNR        | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |
| 6. DOJ - (ic) | _____ | Date: 12/19/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. OPVP       | _____ | Date: _____    | <input type="checkbox"/>            | <input type="checkbox"/> |






*VP Black Hat*



Document No. 008831Date Issued: 09/21/2017**EXECUTIVE OFFICIAL REVIEW**Title of Document: San Juan School Lease Montezuma Creek Contact Name: YAZZIE, ELERINA BProgram/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"/>
 	<b>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</b>				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications</b>				
	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"/>
 	<b>Navajo Housing Authority Request for Release of Funds</b>				
	1. NNEPA:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Lease Purchase Agreements</b>				
	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"/>
 	<b>Grant Applications</b>				
	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"/>
 	<b>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</b>				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Relinquishment of Navajo Membership</b>				
	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"/>

## Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. No environmental documentation provided. Concerns have been expressed from community members about the potential of impaired air quality and explosive and flammable hazards associated with oil and gas facilities in the area proposed for leasing. An environmental document should be reviewed by the school district (and other interested individuals/organizations) to ascertain the potential hazards and any documented recommendations for mitigation.	1. No Reply	03-Oct-2017	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	no comments	No Reply	27-Sep-2017	
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	no comments	No Reply	26-Sep-2017	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. #16SJSDO1a1	1. No Reply	26-Sep-2017	
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	no comments	No Reply	05-Oct-2017	
Patrick Antonio (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. If construction of the gymnasium disturbs more than 1.0 acre, coverage is required under the federal Construction General Permit for storm water discharges from construction sites. A Notice of Intent (NOI) must be submitted to U.S.	1. No Reply	27-Sep-2017	

EPA 14 days prior to earthmoving. A storm water pollution prevention plan must be developed prior to NOI submittal.

Robert Allan DNR (Navajo Land DNR Title Data System - Windowrock AZ)	Deputy Director Administration	DNR	Approved 1.	CONDITIONAL: 1) Need signed survey plat; and, 2) the Land User Consent Form has not been signed by Hayden R. Lansing- -Need Land User Consent.	1. No Reply	28-Sep-2017
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*Robert O. Allan*





Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved 1.	HPD-17-200. Sponsor will follow stipulations set forth on the CRCF for site avoidance.	1. No Reply	02-Oct-2017
--	-----------------	--	-------------	--	-------------	-------------

*Tamara Billie*



Yolanda Barney EPA (Navajo Land System Title Data System - Windowrock AZ)	Public Water Supervision Program	Navajo Nation Environmental Protection Agency	Approved 1.	See attached memo approving the project.	1. No Reply	29-Sep-2017
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*Yolanda*

## Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. The approval request is for a lease with the San Juan County School District. I have uploaded the lease to the Navajo Nation System. Please note that historically a lease for schools would be drafted AFTER DNR and NNEPA review. It would be drafted when the packet arrived at DOJ. In order to streamline the leasing system for schools, I have asked GLDD to begin the lease drafting earlier in the process and upload the lease into the Navajo Nation (Electronic) System at the time the entire application is uploaded for review. In this case, the lease is completed and has been uploaded. This is significant advancement in streamlining the leasing process. Congratulations.	1. No Reply	02-Nov-2017	
Richard Begay NNHP Nation (Navajo Land Title Data System - Windowrock AZ)	Navajo Historic Preservation Officer	Historic Preservation Department	Approved	1. HPD-17-200. Adhere to stipulations for site UT-C-43-335	1. No Reply	11-Oct-2017	
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Conditional Approval contingent on compliance with all NNEPA and US EPA environmental laws.	1. No Reply	09-Oct-2017	
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	11-Oct-2017	



Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. If this is a commercial lease, the consideration for 20 years is assessed to be \$211,392.	1. No Reply	17-Oct-2017	
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Department	NLD Administration	Approved	no comments	No Reply	05-Oct-2017	

**RESOURCES AND DEVELOPMENT COMMITTEE**

**Regular Meeting**

**March 14, 2018**

**ROLL CALL**  
**VOTE TALLY SHEET:**

**Legislation # 0083-18:** An Action Relating to Resources and Development; Approving the Issuance of Lease to the San Juan School District for 14.68 Acres, More Or Less, and Right of Reasonable Ingress and Egress, Subject to Any Prior, Valid, existing Rights-of-Way to Construct, Operate and Maintain the Montezuma Creek Elementary Community School and Other Educational Purposes, Including the Construction of a Gymnasium in the Aneth Chapter Vicinity, Navajo Nation (San Juan County, Utah). *Sponsor: Honorable Davis Filfred*

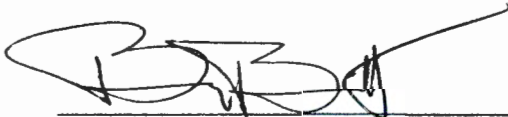
**MAIN MOTION: Alton Joe Shepherd S: Jonathan Perry V: 4-0-1 (VCNV)**

**ROLL CALL VOTE TALLY:**

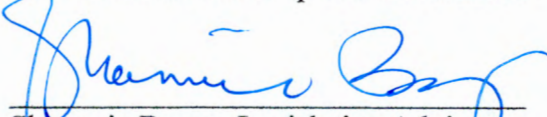
**YEAS:** Alton Joe Shepherd, Davis Filfred, Jonathan Perry; and Leonard Pete

**NOT VOTING:** Benjamin Bennett (Presiding)

**EXCUSED:** Walter Phelps



Benjamin Bennett, Presiding Vice-Chairman  
Resources and Development Committee



Shammie Begay, Legislative Advisor  
Resources and Development Committee