

**RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
of the 25<sup>th</sup> NAVAJO NATION COUNCIL - Second Year, 2024**

**AN ACTION**

**RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A  
LEASE FOR APACHE COUNTY FOR THE APACHE COUNTY GANADO ROAD YARD,  
PARCEL II**

**BE IT ENACTED:**

**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, permits on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations. 2 N.N.C. § 501(B)(2).

**SECTION TWO. FINDINGS**

- A. Apache County, a political subdivision of the State of Arizona, seeks approval for a lease from the Navajo Nation for the Apache County Ganado Road Yard, Parcel II. The Lease is attached hereto as **Exhibit A**.
- B. The certified site survey for the Apache County Ganado Road Yard, Parcel II, plat, and legal description, for 2.36 acres, more or less, is attached as **Exhibit B**.
- C. The Navajo Nation Code at 16 N.N.C. § 2334(F) states: The Navajo Nation may waive the rent, or charge nominal rent for ... (ii) leases for use of Navajo Nation trust land by federal, state and local governments...where such entities or projects are providing essential governmental or utility services to Navajo people[.]”
- D. The Lease on page 2, paragraph 5 RENTAL, states: “In accordance with the provisions of 16 N.N.C. §2334(F), only nominal rental is provided for herein because this Lease is for Maintenance of school bus routes.”

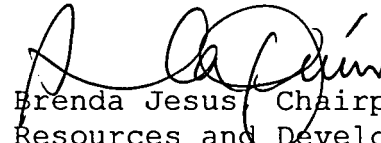
- E. The Grazing Representative has determined that the proposed area is not within a grazing unit. The Grazing Representative's letter is attached as **Exhibit C**.
- F. The Environmental Assessment, Cultural Resources Clearance Forms, and Biological Resource Clearance Form and are attached as **Exhibit D**.
- G. The Board of Supervisors of Apache County through Resolution No. 2018-01, attached as **Exhibit E**, supports the lease agreement with the Navajo Nation.
- H. The Ganado Chapter supports the lease agreement. The Ganado Chapter Resolution No. GAN-057-2018 is attached as **Exhibit F**.
- I. The Lease was reviewed by the Navajo Nation Department of Justice, and the Executive Official Review Document is attached as **Exhibit G**.

### **SECTION THREE. APPROVAL**

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Lease to Apache County for the Apache County Ganado Road Yard, Parcel II, for 2.36 acres, more or less, of Navajo Nation Trust Land, attached hereto as **Exhibit A**. The location is more particularly described on the survey maps attached as **Exhibit B**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby approves waiver of rental fees pursuant to 16 N.N.C. § 2334 (F).
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement the intent and purpose of this resolution.

**CERTIFICATION**

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 25<sup>th</sup> Navajo Nation Council at a duly called meeting at Hogback Chapter, (Navajo Nation) New Mexico, at which quorum was present and that same was passed by a vote of 5 in favor, 0 opposed, on this 6<sup>th</sup> day of March 2024.

  
Brenda Jesus, Chairperson  
Resources and Development Committee  
Of the 25<sup>th</sup> Navajo Nation Council

Motion: Honorable Otto Tso  
Second: Honorable Danny Simpson

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

**THE NAVAJO NATION**  
**And**  
**APACHE COUNTY**  
**(A political subdivision of the State of Arizona)**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and **APACHE COUNTY** hereinafter called the "Lessee," whose address is P.O Box 428 Saint Johns, AZ 85936, 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 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 in Ganado, Arizona (Commonly known as the Apache County Ganado Road Yard), more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 2.36 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 County Road yard consistent with the principal use of the Leased Premises for a County Road yard.

(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 One (1) \$1 United States Dollar. In accordance with the provisions of 16 N.N.C. §2334(F), only nominal rental is provided for herein because this Lease is for Maintenance of school bus routes.

**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. 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.

## **10. 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.

## **11. 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.

## **12. 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).

## **13. 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.

## **14. 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.

## **15. 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, 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.

## **16. 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.

## **17. 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.

## **18. 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 Arizona 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.

## **19. 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.

## **20. 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 Arizona, 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.

## **21. 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.

## **22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

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

Lessee and the Lessee's employees, agents, and sublessee 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).

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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:

Apache County Manager and Clerk of the Board  
P.O Box 428  
Saint Johns, Arizona 85936

(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.



**38. 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.

**39. 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.

**40. 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: \_\_\_\_\_  
Buu Nygren, *President*

**LESSEE, Apache County Arizona**

By: \_\_\_\_\_  
Alton Joe Shepherd, *Chairman*

**Exhibit A**

**Legal Description  
and Survey Map of Leased Premises**



## GANADO CHAPTER

Willie Tracey Jr., Chapter Manager  
Cindy Smith, Administrative Assistant  
Larry Teosie, Project Supervisor  
Eather Kirk, Office Assistant



Marcarlo Roanhorse, President  
Walt Jones, Vice-President  
Judy James, Secretary/Treasurer  
Vince R. James, Council Delegate  
Thomas Curley, Grazing Official

Post Office Box 188 Ganado, Arizona 86505

Telephone: (928) 755-5920

Facsimile: (928) 755-5927

Email: [ganado@navajochapter.com](mailto:ganado@navajochapter.com)

February 17, 2022

Navajo Nation Land Department  
Mike Halona, Director  
2b Taylor Road  
St. Michaels, Arizona 86511

**RE: Lease for Governmental Use**

The Legal Description for Apache County District 2 Parcel I (Developed) and Tract II (undeveloped) in Ganado, Arizona, is a total of 4.36 acres. Parcel I is the existing land used by Apache County and Parcel II is the proposed new land use for a lease.

Apache County Parcel I and II Tract District 17, Navajo Nation SE/4 and NE/4 OF Sec. 34  
And Sec. 27 T27N, R26E, G&S.R.M. Ganado Apache County, Arizona.

The land area has been planned, identified, approved for governmental use by Ganado Chapter and Apache County. The proposed area is not within a grazing unit. Therefore, there is no need for consent from a Grazing permittee.

If you have any questions or further assistance, call me at (505) 593-2013 or leave a message with Ganado Chapter at 928-755-5920. Thank You.

Sincerely

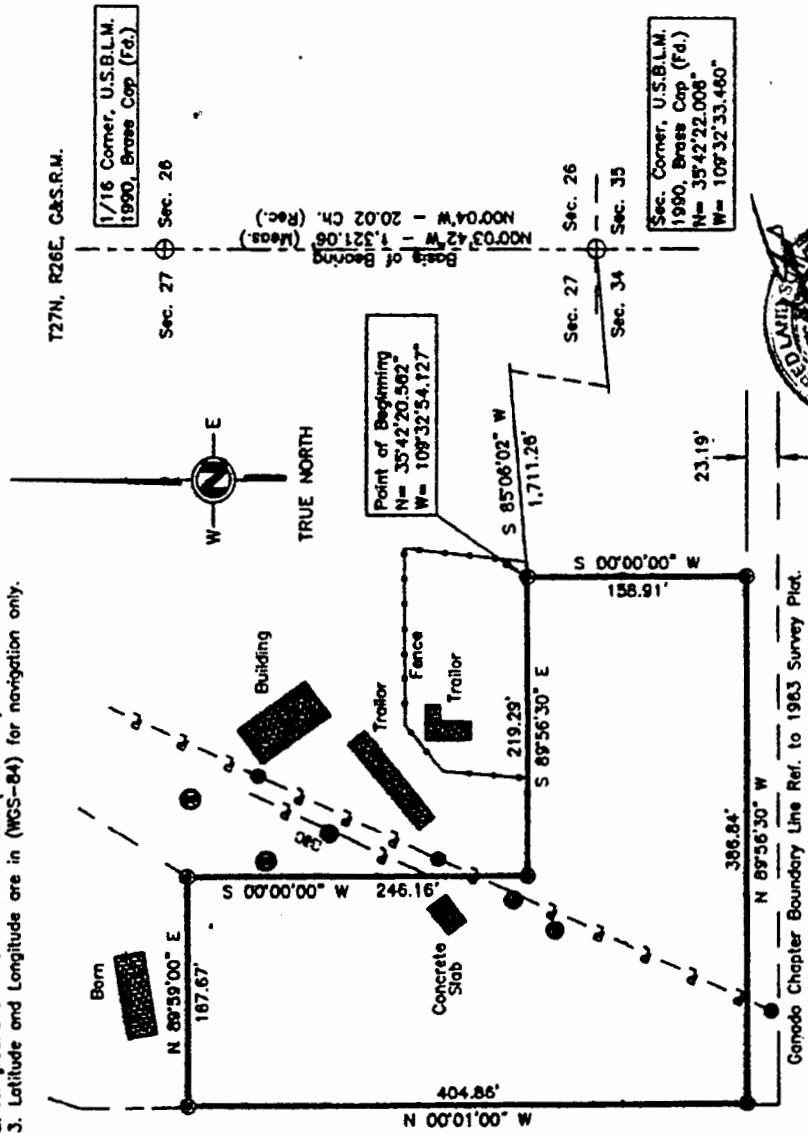
A handwritten signature in black ink, appearing to read "Thomas Curley".

Thomas Curley, Grazing Representative  
District 17

Cc; file

**NOTES:**

- 1: Basis of Bearing is the Southwest Quarter, East Section Line of Section 27, T27N, R26E, G&S.R.M., as shown on U.S.B.L.M. Survey Plat end refer to TRUE NORTH.
- 2: All ground distances around tract. (Measured)
- 3: Latitude and Longitude are in (NGS-84) for navigation only.



**CERTIFICATION OF SURVEY:**  
 I HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM NOTES OF  
 ACTUAL SURVEYS CONDUCTED BY ME OR UNDER MY DIRECT  
 SUPERVISION MADE IN THE FIELD AND THAT THE REPRESENTATION  
 SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY  
 KNOWLEDGE AND BELIEF.  
 MELVIN BAUTISTA, ARIZONA L.C. NO. 13969



**LEGAL DESCRIPTION**

A parcel of land situated within the Southeast Quarter of Section 27 and Northeast Quarter of Section 34, T27N, R26E, G&S.R.M., Ganado, Apache County, Arizona and within the FL Deference Agency, District 17, being more particularly described as follows:

Commencing at the Southeast Section Corner of said Section 27, T27N, R26E, G&S.R.M. a found U.S.B.L.M., Brass Cop dated 1990;

THENCE S 85° 06' 02" W for a distance of 1,711.26 feet to a 1/2" rebar (Set) being the Point of Beginning;

THENCE S 00° 00' 00" W for a distance of 158.91 feet to a 1/2" rebar (Set);

THENCE N 89° 56' 30" W for a distance of 386.84 feet to a 1/2" rebar (Set);

THENCE N 00° 01' 00" W for a distance of 404.86 feet to a 1/2" rebar (Set);

THENCE N 89° 59' 00" E for a distance of 167.67 feet to a 1/2" rebar (Set);

THENCE S 00° 00' 00" W for a distance of 246.16 feet to a 1/2" rebar (Set);

THENCE S 89° 56' 30" E for a distance of 219.29 feet to the Point of Beginning.

Containing 2.36 acre(s) more or less, in area and being subject to any and all existing easements for underground utilities located therein.

Surveyed: March 27, 2016

**LEGEND**

- ⊕ = U.S.B.L.M. & U.S.G.L.O.S. Brass Cop (F&L)
- = 1/2" Rebar (Set)
- = Power Pole
- = Pipeline
- ⊙ = Sewer Manhole
- v — = Waterline
- (Rec.) = Record at B.L.M.
- (Meas.) = Measure in Field
- = Water Value
- ⊙ = Gas Value

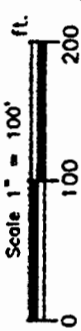
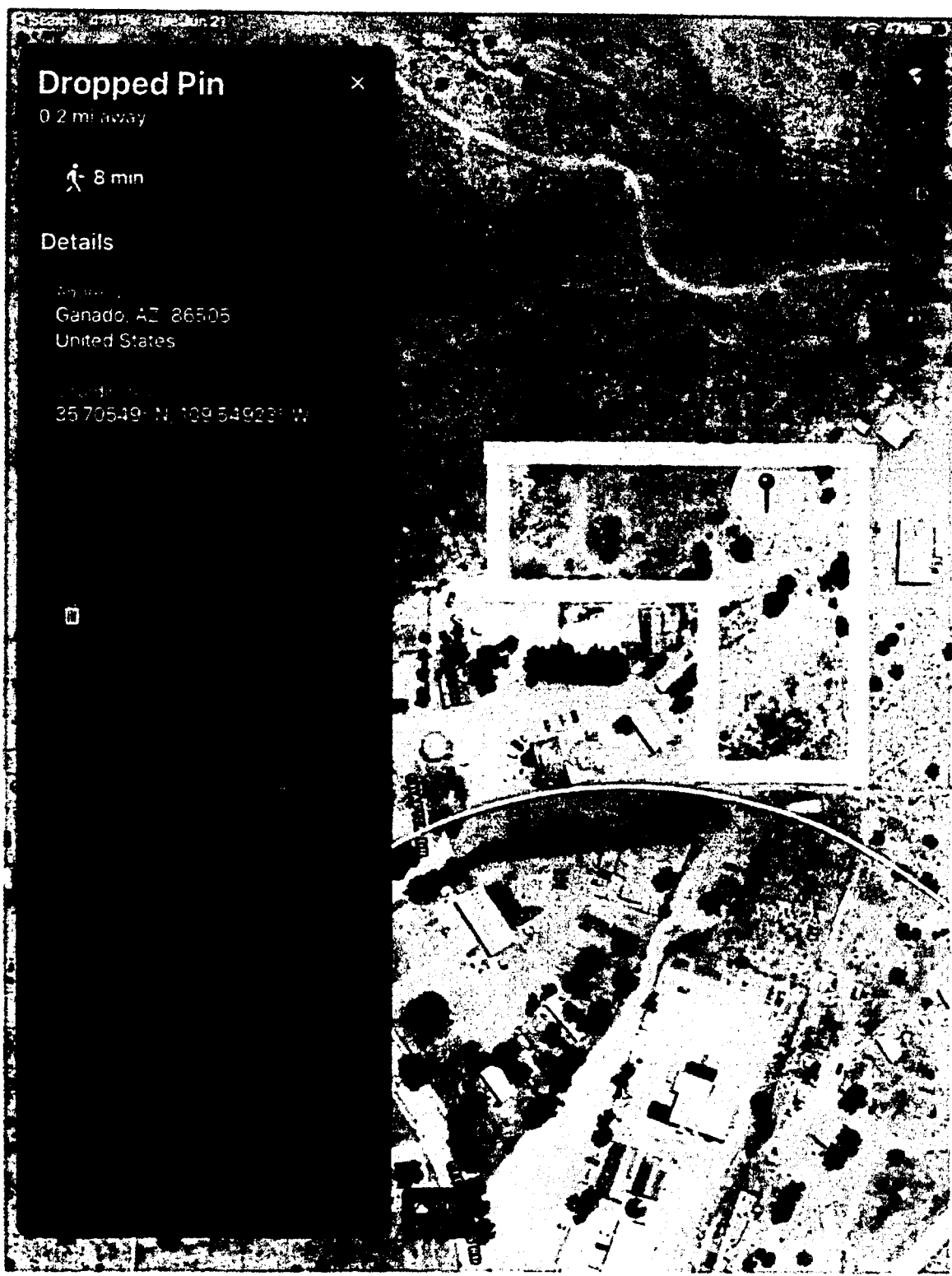


EXHIBIT "A"

Apache County Parcel II Tract  
 Dist. 17, Navajo Nation  
 SE/4 of Sec. 27 & NE/4 OF Sec. 34  
 T27N, R26E, G&S.R.M.  
 Ganado, Apache County, Arizona

Ganado Chapter House





## Dropped Pin



0.2 mi away



8 min

### Details

Address

Ganado, AZ 86505

United States

Coordinates

35.70549° N, 109.54923° W





APACHE COUNTY BOARD OF SUPERVISORS  
DISTRICT TWO

ALTON JOE SHEPHERD



June 22, 2022

Ganado Apache County District 2  
P.O. Box No. 899  
Ganado, Arizona 86505

**SUBJECT:** Request for Threatened and Endangered Species Info  
There are no known endangered species within the Chapter tract land.

**PROJECT NAME/NUMBER:** Lease for Governmental Use, Highway 264, milepost 446.5, west adjacent of Ganado Chapter House, Apache County District 2 main office.

**LOCATION:** Ganado Chapter/Apache/Arizona, Apache Parcel II Tract Dist. 17, Navajo Nation SE/4 of Sec. 27 & NE/4 OF Sec. 34 T27N, R26E, G&S.R.M. Ganado, Apache County, Arizona

**SUMMARY DESCRIPTION OF THE PROJECT:** For establishment and maintenance of the County Offices to provide local governmental services to the Navajo people, for a warehouse, a road maintenance yard, and other non-commercial purposes reasonable connected with the deliver of such County services and for services of the State of Arizona.

**MAP NAMES:** Google Map at west of Ganado Chapter House.

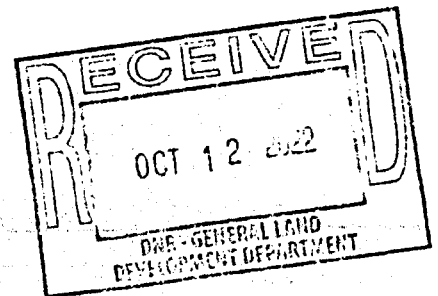
I am requesting for your review, process, and an invoice from your office. Any questions to contact me at 928-755-3881 or email me at [bbegay@co.apache.az.us](mailto:bbegay@co.apache.az.us)

Sincerely

Bernice Begay,  
Apache County District 2

C; file

SEE ATTACHED



"Better Roads, Better Communities"

**GANADO ADMINISTRATION OFFICE**

P.O. Box 994  
GANADO, AZ 86505  
PHONE: 928-755-3381  
FAX: 928-755-3226

**FORT DEFIANCE DISTRICT OFFICE**

P.O. Box 1170  
FORT DEFIANCE, AZ 86504  
PHONE: 928-729-2141  
FAX: 928-729-2147





**DR. BUU NYGREN** *PRESIDENT*  
**RICHELLE MONTOYA** *VICE PRESIDENT*


The Navajo Nation | Yideeskáądi Nitsáhákees



December 15, 2023

MEMORANDUM

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

FROM:   
Yolanda Barney, Environmental Department Manager  
Surface and Ground Water Protection Department  
Navajo Nation Environmental Protection Agency

SUBJECT: DOCUMENT No. 21883

The Navajo Nation Environmental Protection Agency's Surface and Ground Water Protection Department ("SGWP") reviewed Document No. 21883, New Lease to extend the Ganado Yard. The Surface and Ground Water Protection recommends approval of this lease document with the following conditions:

1. All proposed drinking water projects (extensions, upgrades, new wells, new public water systems, etc.) must follow the design review and construction permit requirements of the PWSSP pursuant §§1501 and 1601 of the Navajo Nation Primary Drinking Water Regulations. The Operating Permit requirements found in §109 of the NNPDWR must also be complied with. If there is waterline extension, please contact PWSSP at [info@navajopublicwater.org](mailto:info@navajopublicwater.org) for all requirements including backflow/cross connection device installations, and a drinking water construction permit.
2. 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 follow the design review and construction permit requirements pursuant to §201 of the Domestic Wastewater Program. Please contact [info@navajopublicwater.org](mailto:info@navajopublicwater.org) for more information about all requirements including obtaining a wastewater construction permit.
3. If there is surface disturbance (more than 1 acre) that may impact "waters of the Navajo Nation," the project sponsor will need to apply for a 401 Certification (permit) from the Navajo Water Quality Program. A 404 Certification Permit must be obtained by the EPA or Army Corp of Engineers if the activity is relating to dams, highways, airports or mining projects. Please contact the Water Quality Program at 928-871-7185.

If there are any questions, please contact PWSSP staff at [ybarney@navajopublicwater.org](mailto:ybarney@navajopublicwater.org).

cc: PWSID#NN0403001  
DWWPID#NN04170066



# COPY @ 8/7/17

## THE NAVAJO NATION HERITAGE & HISTORIC PRESERVATION DEPARTMENT

PO Box 4950, Window Rock, Arizona 86515  
TEL: (928) 871-7198 FAX: (928) 871-7886

### CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:	NNHPD NO.: <b>HPD-17-479</b>
<input checked="" type="checkbox"/> WestLand	OTHER PROJECT NO.: <b>None</b>

**PROJECT TITLE:** A Cultural Resource Survey of the Apache County District 2 Land Withdrawal, Ganado, Arizona.

**LEAD AGENCY:** BIA/NR

**SPONSOR:** Gilbert Arviso, Administrative Coordinator, Apache County District 2, P.O. Box 994, Ganado, AZ 86505.

**PROJECT DESCRIPTION:** The sponsor proposes to expand its maintenance yard in Ganado, Arizona. The area was previously disturbed by the building of the Ganado Chapter Hay Barn, and storage of gravel and fill. The area of effect is 3.0-acres. Ground disturbing activities will be intensive and extensive with the use of heavy equipment.

<b>LAND STATUS:</b>	Navajo Tribal Trust													
<b>CHAPTER:</b>	Ganado													
<b>LOCATION:</b>	T.	27	N.	R.	26	E	Sec.	27 & 34	Ganado	Quadrangle	Apache	County	Arizona	G&SRPM
<b>PROJECT ARCHAEOLOGIST:</b>	Ronald P. Maldonado													
<b>NAVAJO ANTIQUITIES PERMIT NO.:</b>	B17276													
<b>DATE INSPECTED:</b>	05/05/17													
<b>DATE OF REPORT:</b>	05/19/17													
<b>TOTAL ACREAGE INSPECTED:</b>	3.0 - ac													
<b>METHOD OF INVESTIGATION:</b>	Class III pedestrian inventory with transects spaced <u>10 m</u> apart.													
<b>LIST OF CULTURAL RESOURCES FOUND:</b>	None													
<b>LIST OF ELIGIBLE PROPERTIES:</b>	None													
<b>LIST OF NON-ELIGIBLE PROPERTIES:</b>	None													
<b>LIST OF ARCHAEOLOGICAL RESOURCES:</b>	None													

**EFFECT/CONDITIONS OF COMPLIANCE:** No historic properties affected.

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: **Lukal Nez**  
FINALIZED: July 28, 2017

Notification to Proceed  
Recommended

☒ Yes ☐ No

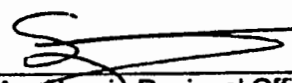
Conditions:

☐ Yes ☒ No

 7/28/17  
Richard M. Begay, Dept Mgr, THPO Date  
The Navajo Nation  
Heritage & Historic Preservation Dep't

Navajo Region Approval

☒ Yes ☐ No

 8/2/2017  
BIA Navajo Regional Office Date

# Site Survey and Management Form

Site AZ-P-20-7 Field or other name Begay #1 Project CKMP-84-169

Project Background Apache County office and storage yards

Organization NNCRMP Archaeologist(s) Copeland, Stewart Date May 1984

SW 1/4 SW 1/4 SE 1/4 Section 27 Township 27 N S Range 26 E W

UTM Zone 12, 3 9 5 2 2 1 0 N, 6 3 1 3 0 0 E: N, E.

State Arizona County Apache Chapter Ganado

Land Status: Reservation Fee Land Allotment Lease Private Other

USGS Map Reference Ganado, 7.5' Map Date 1973 On Lab Map? Yes No

Ground Visibility: Kind and extent of cover? bladed, no vegetative cover

Topography Narrow north by east trending ridge crest

Drainage nearest blue line is 150 m NW

Elevation 6400 feet (1951 meters) Slope unknown Direction of Slope unknown

Soil: Clay Silt Sand Gravel Humus Loam Other

Vegetation Present In general area, sage, scattered pinyon/juniper

Cultural Affiliation: Archaic Anasazi Navajo Hispanic Anglo Other Unknown

Date of site PII and 1934 How dated? ceramics and local informants

Dimensions of site: Core area 36 x 24 meters Total area unknown

measured paced eyeballed other

Architecture present? Yes No Describe: Scattered ash/charcoal/fill stains and two stone

clusters that probably represent the lowermost levels of sub-surface features, possibly a pit

house or two.

Artifacts observed/counted: ceramics 200+ lithics 200+ metal shoes, bone, other turquoise jewelry

Collections made? Yes No Of What? 84-1 19,20, 1-10, Method

Photos taken? Yes No R/W: Roll 84-2 Frames 16&17 Color: Roll Frames

Site Description: Site consists of a disturbed Anasazi habitation site and three 20th century

Navajo burials. The Anasazi component consists of scattered cultural stains, a midden area and

associated refuse. The majority of the site and soil overburden have been removed and placed

elsewhere for use as fill. An intact segment of the ridge may contain additional features.

Historic artifacts include one- and two-handed manos, bone awl, lithic flakes, and ceramics

Sosi and Dogoszhi B/W, possibly a few Kena-a B/W, and Tusayan B/R). The Navajo burials are of

an adult and two children killed in a flash flood in 1934 according to a relative, Mr. Dodi Begay

Ganado. The adult (#3) and one child (#1) are pretty well disturbed/destroyed. Burial #2 appears to be intact and has a deteriorated wooden box. Each burial has jewelry associated with it.

Condition of site: Excellent Good Fair Poor Causes of disturbances construction

Location of site relative to project area: Within At edge Adjacent Other

Effect on project: None Avoidable Unavoidable

Extent of investigations to date: Recording Collection Testing Excavation Other

Research potential: perhaps limited because of disturbance

Recommendations: leave burials, clean up back dirt, rebury and fence-- see report

Reported on in: NNCRMP-84-169

Provide a site map, including site designation, North arrow, scale, recognizable features and landmarks.

Additional information in project file? Yes No

Other Comments:

See NNCRMP Report #169

Map of site should be on a separate, labelled piece of graph paper.

How can the site be reached? (Include a map showing roads and landmarks)

Just north of Ganado Chapter House.

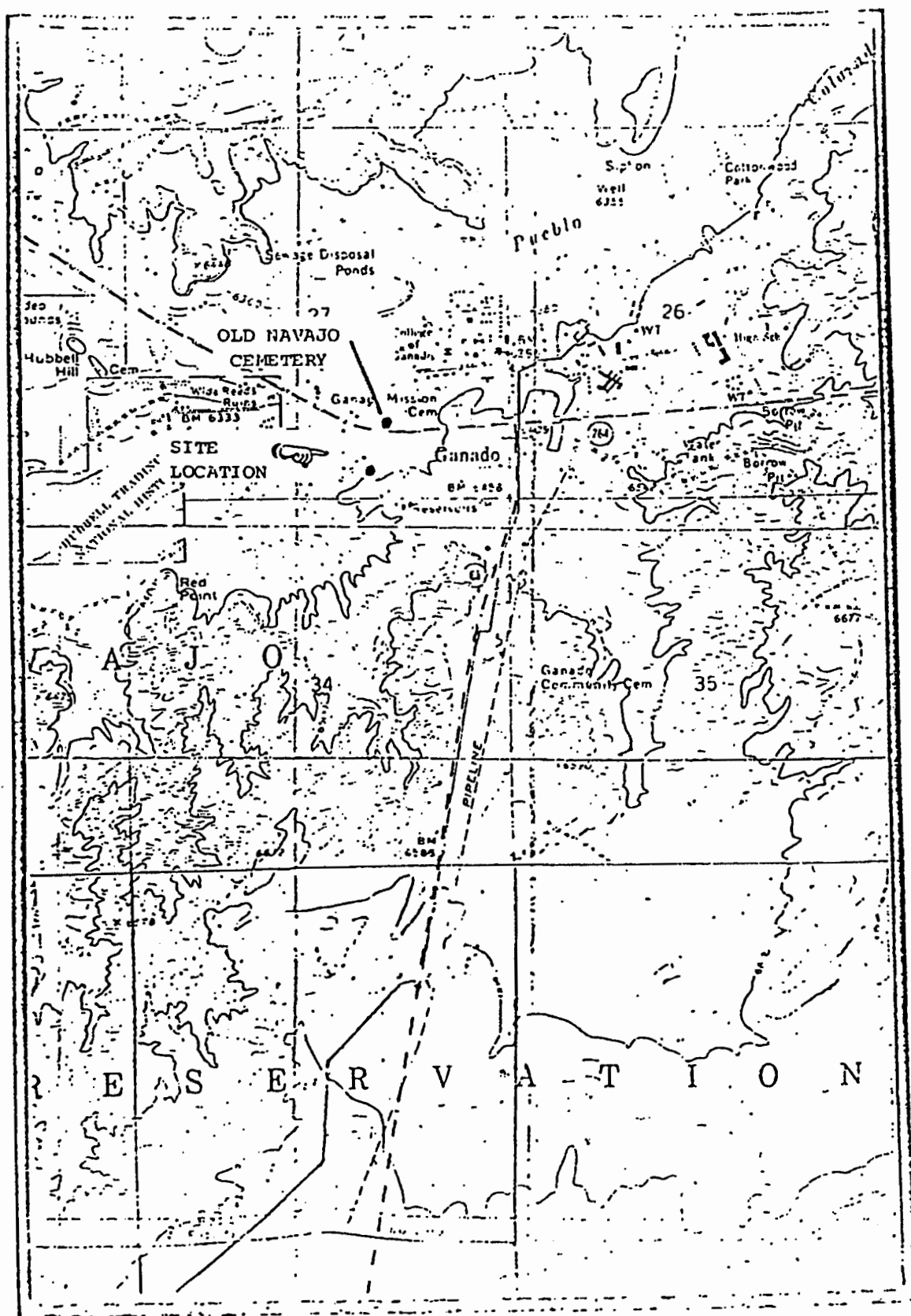


FIGURE 1. General location map of archaeological site AZ-P-20-7.  
Map 19 Ganado, Arizona, 1973, 7.5"

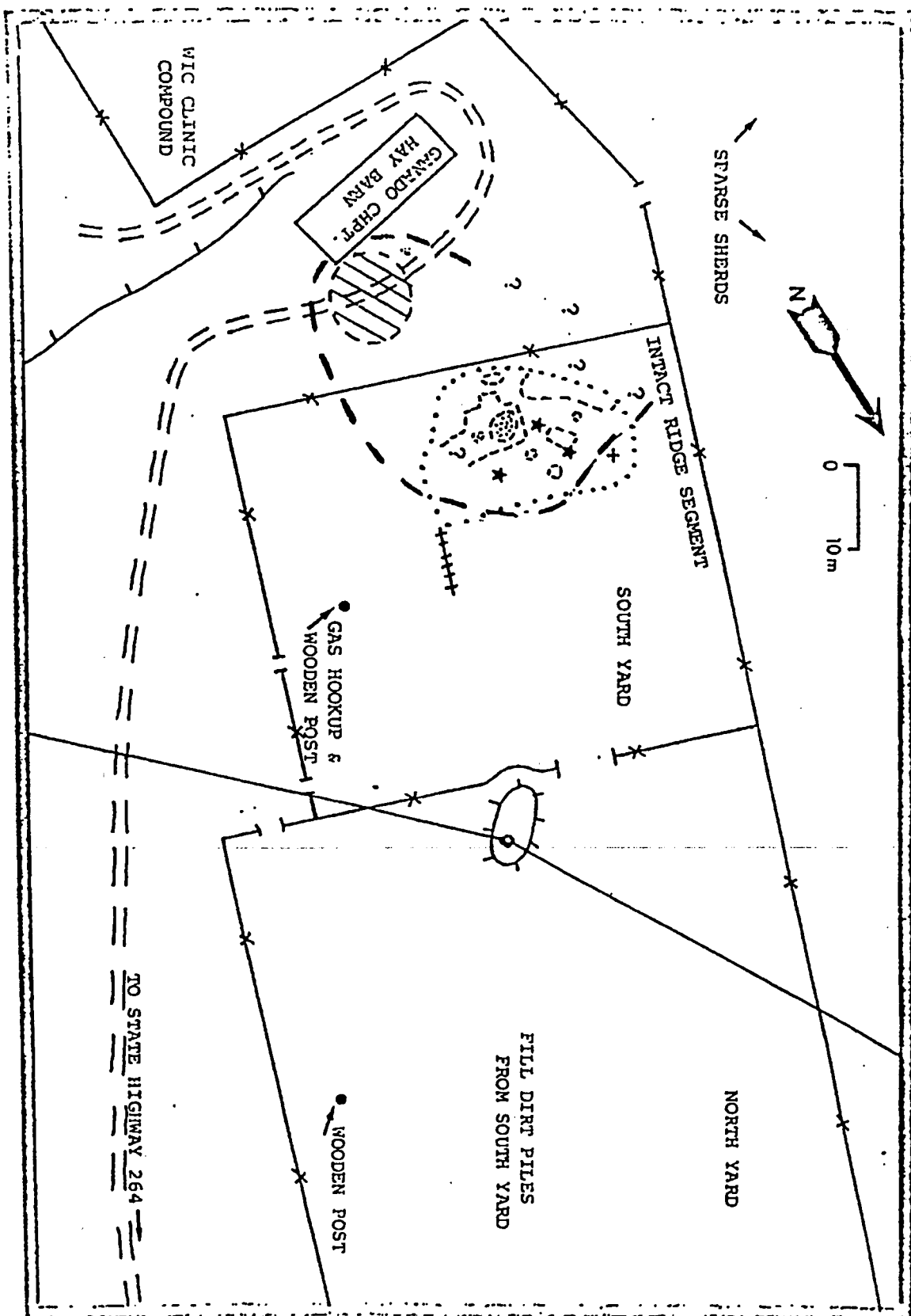
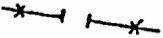


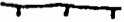











FIGURE 2. Plan map of site AZ-P-20-7 and adjacent modern features. See next page for key.

FIGURE 2

KEY

	FENCE AND GATE
	ROAD
	POWERLINE AND POLE
	EARTH BANK
	HILLOCK
	BACKDIRT PILE
	EXTENT OF HAND SHOVELED AND CLEANED AREA
	DATUM
	BURIAL AND NUMBER
	STONE CONCENTRATION
	ASH/CHARCOAL/FILL STAINS-CONCENTRATIONS
	MIDDEN AREA
	APPARENT SITE BOUNDARY

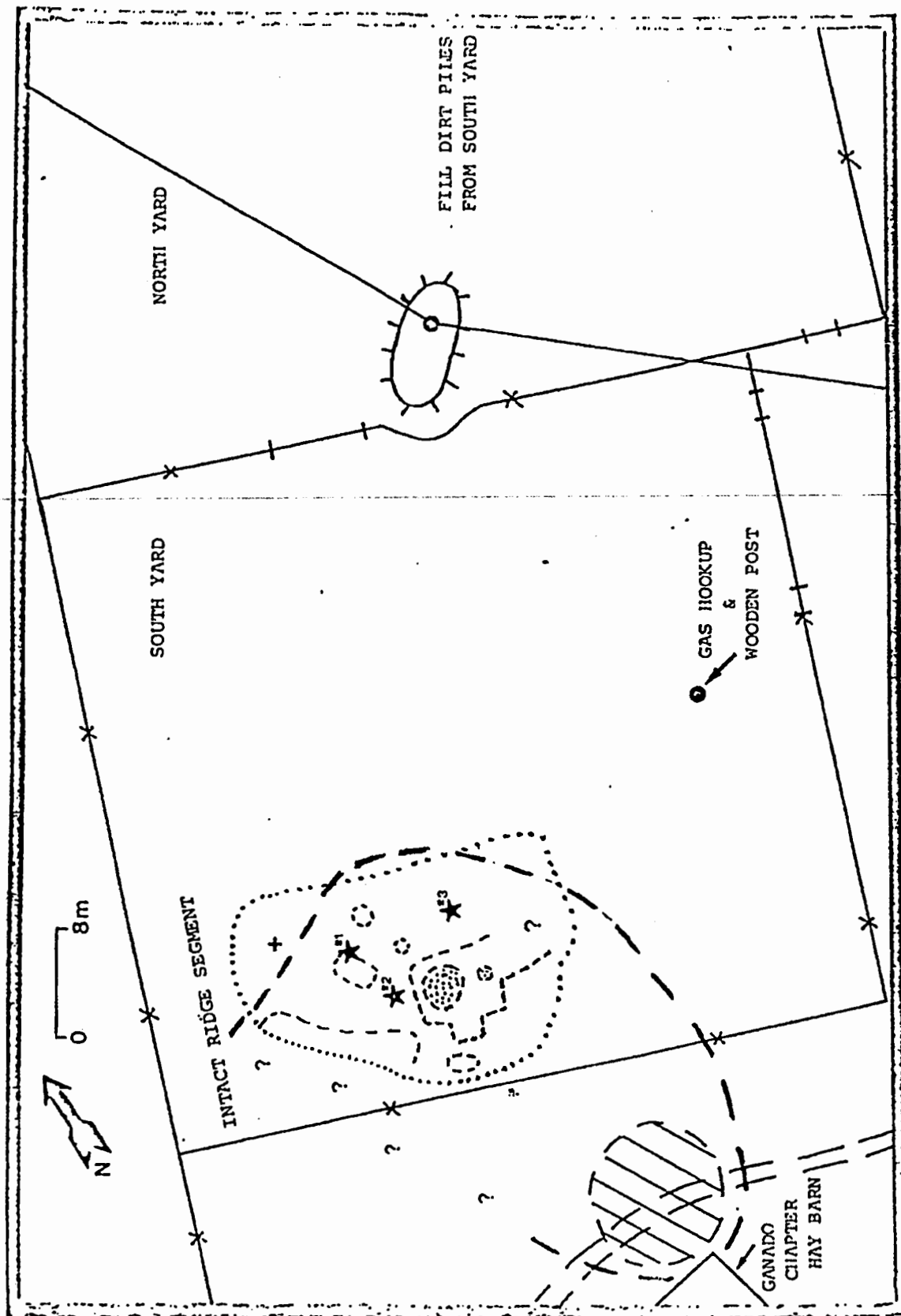


FIGURE 3. Detail plan map of archaeological site AZ-P-20-7. See Figure 2 for key to symbols.



ARCHAEOLOGICAL ASSESSMENT:  
AZ-P-20-7  
A DISTURBED ANASAZI AND HISTORIC  
SITE AT GANADO, ARIZONA  
NNCRMP 84-169

by  
James M. Copeland  
5/29/84

Submitted by  
Anthony L. Klesert, Ph.D., Manager  
Cultural Resource Management Program  
Navajo Nation  
P.O. Box 689  
Window Rock, Arizona 86515

Submitted to  
Mark Henderson, Navajo Area Archaeologist  
Environmental Quality  
Bureau of Indian Affairs  
P.O. Box M  
Window Rock, Arizona 86515

Prepared for  
Apache County Board of Supervisors  
P.O. Box 428  
St. Johns, Arizona 85936

Federal Antiquities Permit No. 79-NM-105  
Tribal Antiquities Permit No. 56

### Abstract

On behalf of the Apache County Board of Supervisors, an assessment of a disturbed Anasazi habitation site and a 20th century Navajo burial site is reported. Field investigations revealed that the prehistoric component is characterized by a midden area and numerous stains that likely represent a subsurface architectural feature, possibly a pit house. Artifacts date the Anasazi component to the PII period.

The Navajo component is characterized by the burials of an adult and two children, who were killed in a flash flood in 1934. Only one child burial appears to be intact. Jewelry is associated with each burial.

A series of options for dealing with these remains is presented and a statement of feasibility for each is given. The site may be eligible for the National Register.

### Introduction

On behalf of the Apache County Board of Supervisors, an preliminary archaeological assessment has been completed at a recently disturbed cultural resource site at Ganado, Arizona. This site, AZ-P-20-7, is an Anasazi habitation site with three 20th century Navajo burials.

This site lies in an area that was inspected on November 2, 1982 and December 7, 1982 by personnel from the Navajo Nation Cultural Resource Management Program (NNCRMP 82-201, 221). Initial results were that no cultural resources were discovered in a two acre area slated for use by the Apache County Highway Department, Ganado Suboffice for offices and storage facilities. Upon these results, clearance was granted by the BIA Navajo Area Office on February 3, 1982 (BIA NTM-82-412).

On April 24, 1984, initial earth blading work was undertaken preparatory to placement of office and storage buildings. Apache County personnel encountered buried cultural material and notified the BIA Navajo Area Office on the following day. Mike Andrews, BIA Branch of Environmental Quality Services archaeologist conducted a on-site inspection on April 25, 1984, in order to conduct a preliminary assessment of the discovery. Mr. Andrews discovered that the action had disturbed a prehistoric site and that at least two human burials were unearthed. Apache County was subsequently ordered by the BIA to cease all earth-modifying operations by 12 noon on April 27, 1984, and retain the services of a qualified and permitted archaeological consultant to conduct a more exhaustive general assessment of the situation.

On May 9, 1984, Anthony Klesert, Manager, and Phillip Stewart, staff archaeologist for the NNCRMP conducted a brief visit to the site. A more exhaustive evaluation was made on May 16, 24, and 29, 1984, by archaeologists James M. Copeland, Mr. Stewart and Tim McEnany. This work was conducted under the provisions of Federal Antiquities Permit No. 79-NM-105 and Tribal Antiquities Permit No. 56. This report describes the results of the assessment and offers suggestions for further work.

### Location

AZ-P-20-7 is located on a narrow ridge top that trends north by east in the SW, SW, SE, Section 27, T27N, R26E, Apache County, Arizona (Figure 1). It lies on reservation lands within the Ganado Chapter, Fort Defiance Agency. The site is located at UTM coordinates Zone 12, 3952210 mN, 631300 mE. The Ganado Chapter haybarn lies directly south of the locale.

The general area is characterized by narrow ridge top with a sparse juniper tree cover and associated shrub-grass understory. Soils

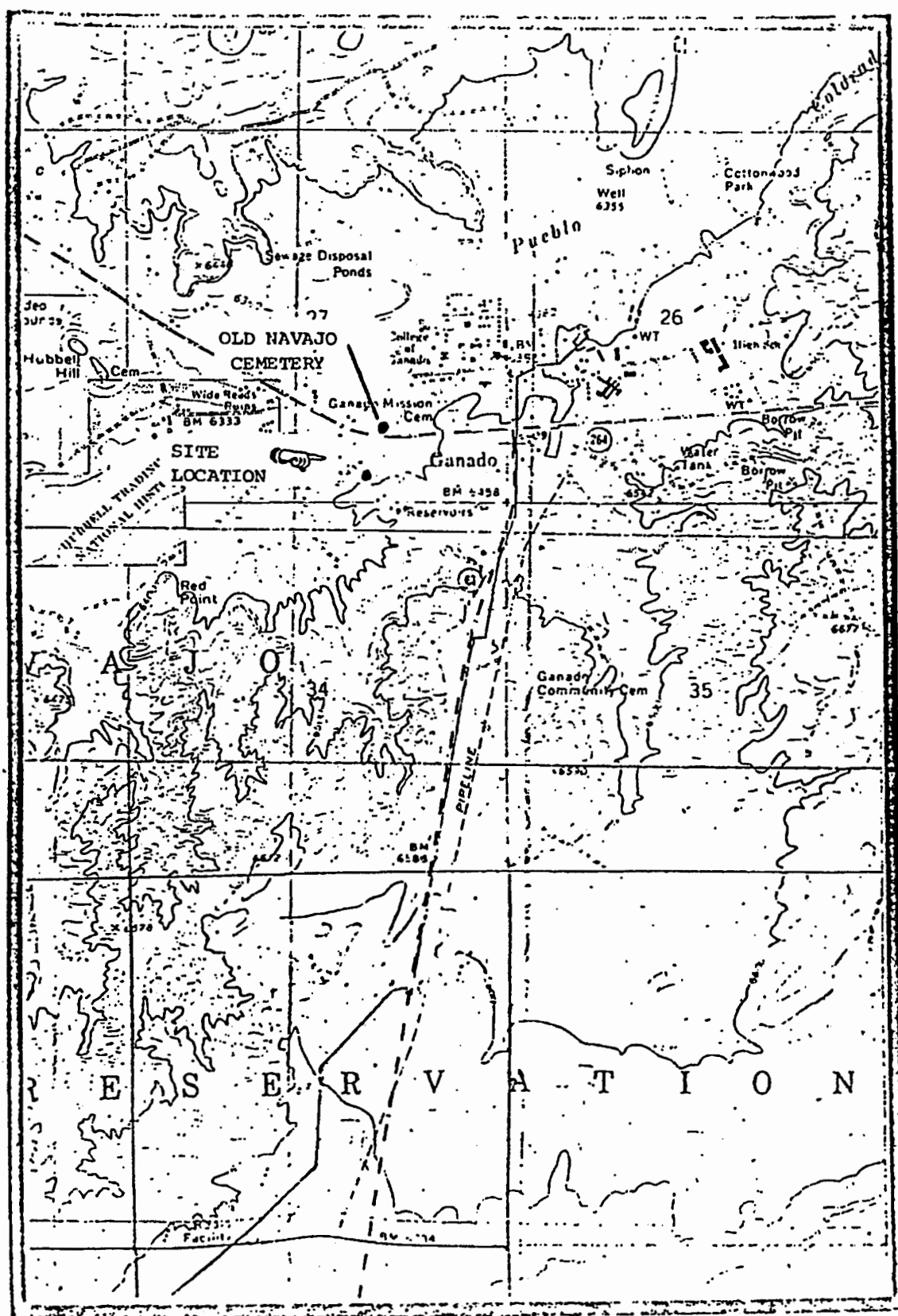


FIGURE 1. General location plan of archaeological site AZ-P-20-7.  
Map is Ganado, Arizona, 1973, 7.5'.

appear to be aeolian and residual types and of some depth. The elevation is 6400 feet (1951 meters) and the nearest blue line drainage is ca. 150 meters NW.

#### Methodology

The assessment entailed tightly spaced (ca. 10 m) pedestrian sweeps over the entire operations area with pin flags used to mark significant phenomena, primarily human bone and miscellaneous artifacts, both recent and prehistoric. Pedestrian coverage was also extended outside existing project boundaries. A large area measuring ca. 24 x 16 meters was scraped level with trowels and square-nose shovels. Brooms were used to clear the ground surface in order to identify and define suspicious looking soil anomalies. No formal testing was conducted. A general record of the artifacts observed was made and photographs were taken. A site map was prepared as well.

#### Results

The area of concern was found to be sectioned off by recent fences into two separate, yet adjacent yards (Figure 2 and 3). The north yard, surrounded by a tall chain-link fence, encloses an area ca. 51 x 57 meters. Some areas of the ridge have been cut down as much as ca. 1 meter and west slopes of the ridge have been built up with fill to create a level construction site. An existing power pole left in the south end of the north yard, and the SW corner of the south yard are the only remaining areas with original ground surface.

The site (AZ-P-20-7) consists of an Anasazi habitation site and three (3) 20th century Navajo burials. Each component has been severely disturbed by the earth moving operations of development. Site material and soil overburden have been transported to and dumped in the north yard for use as fill dirt.

The Anasazi component is characterized by a substantial number of what appear to be architectural stains and a midden area that lies outside the south yard. The stains are characterized by concentrations of ash, charcoal, burned soil, and general fill material. There are at least two rock clusters that are probably architectural. These stains have been chopped up rather badly and it is with difficulty that any form or shape can be identified. There does not seem to be any significant depth to many of these features and it is very likely that they represent what is left of occupational surfaces. No definite post holes were discovered. The occasional presence of charcoal concentrations may indicate such features. The presence of what appear to be natural soil anomalies and

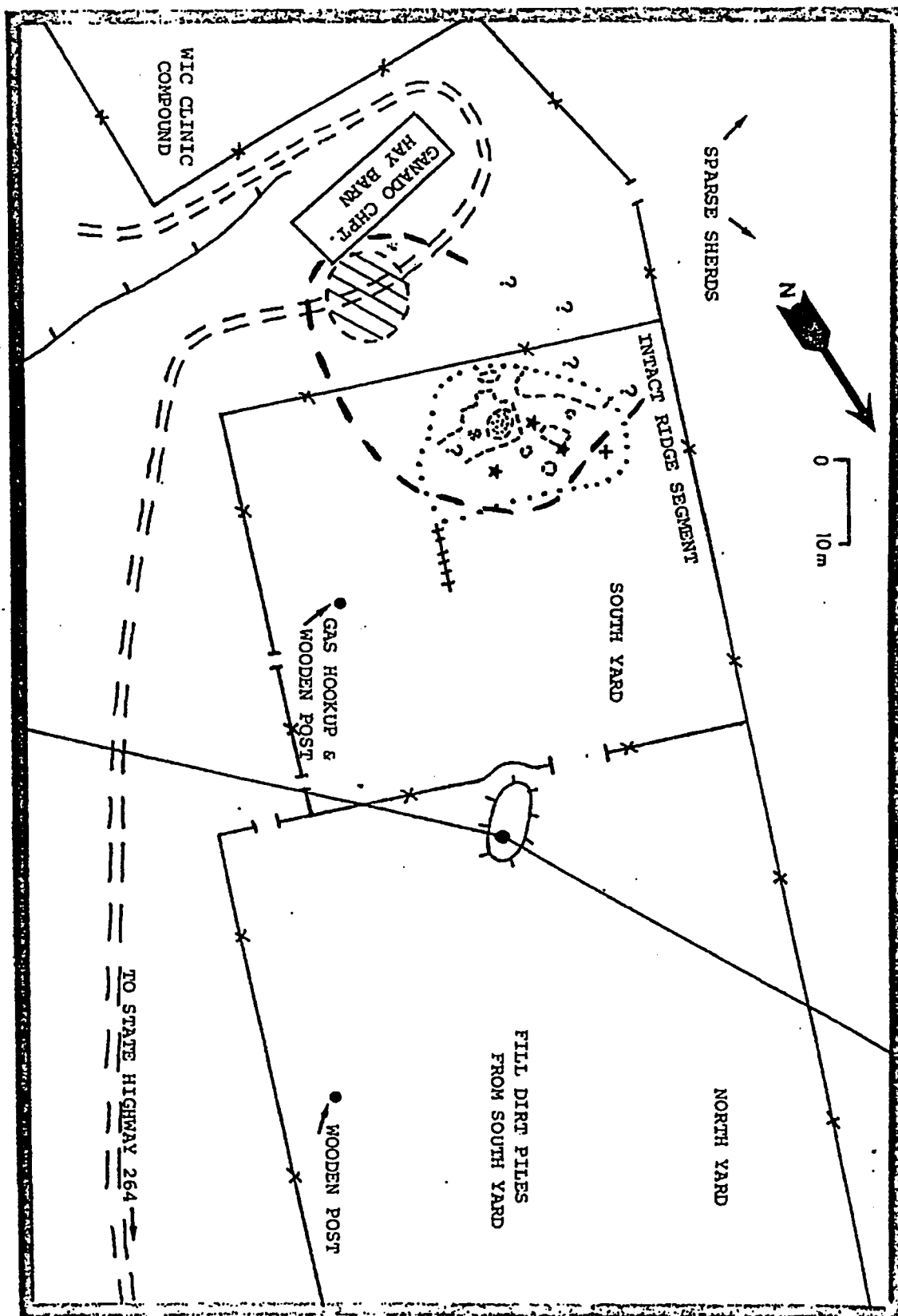
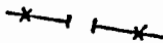

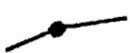
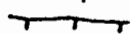

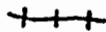









FIGURE 2. Plan map of site AZ-P-20-7 and adjacent modern features. See next page for key.

FIGURE 2

KEY

	FENCE AND GATE
	ROAD
	POWERLINE AND POLE
	EARTH BANK
	HILLOCK
	BACKDIRT PILE
	EXTENT OF HAND SHOVELED AND CLEANED AREA
	DATUM - Something used as a basis for calculating or measurement
	BURIAL AND NUMBER
	STONE CONCENTRATION
	ASH/CHARCOAL/FILL STAINS-CONCENTRATIONS
	MIDDEN AREA - a refuse heap,
	APPARENT SITE BOUNDARY

(fauna) <sup>adj</sup> faunal - Animals or animal life developed or adapted for living in specified environment.

Jacal - a hut in Mexico & SW US w/ a thatched roof & wall made of upright poles or stick covered & chinked w/ mud or clay.

Manos - a stone used as the upper millstone for grinding foods (as Indian corn) by hand in a metate.

Chert - a rock resembling flint & consisting essentially of cryptocrystalline quartz or fibrous chalcedony

chalcedony - a translucent quartz that is commonly pale blue or gray w/ waxy like luster

lithics - of, relating to or made of stone

lithics - relating to characteristics of (specified) stage in man's use stone as cultured tool.

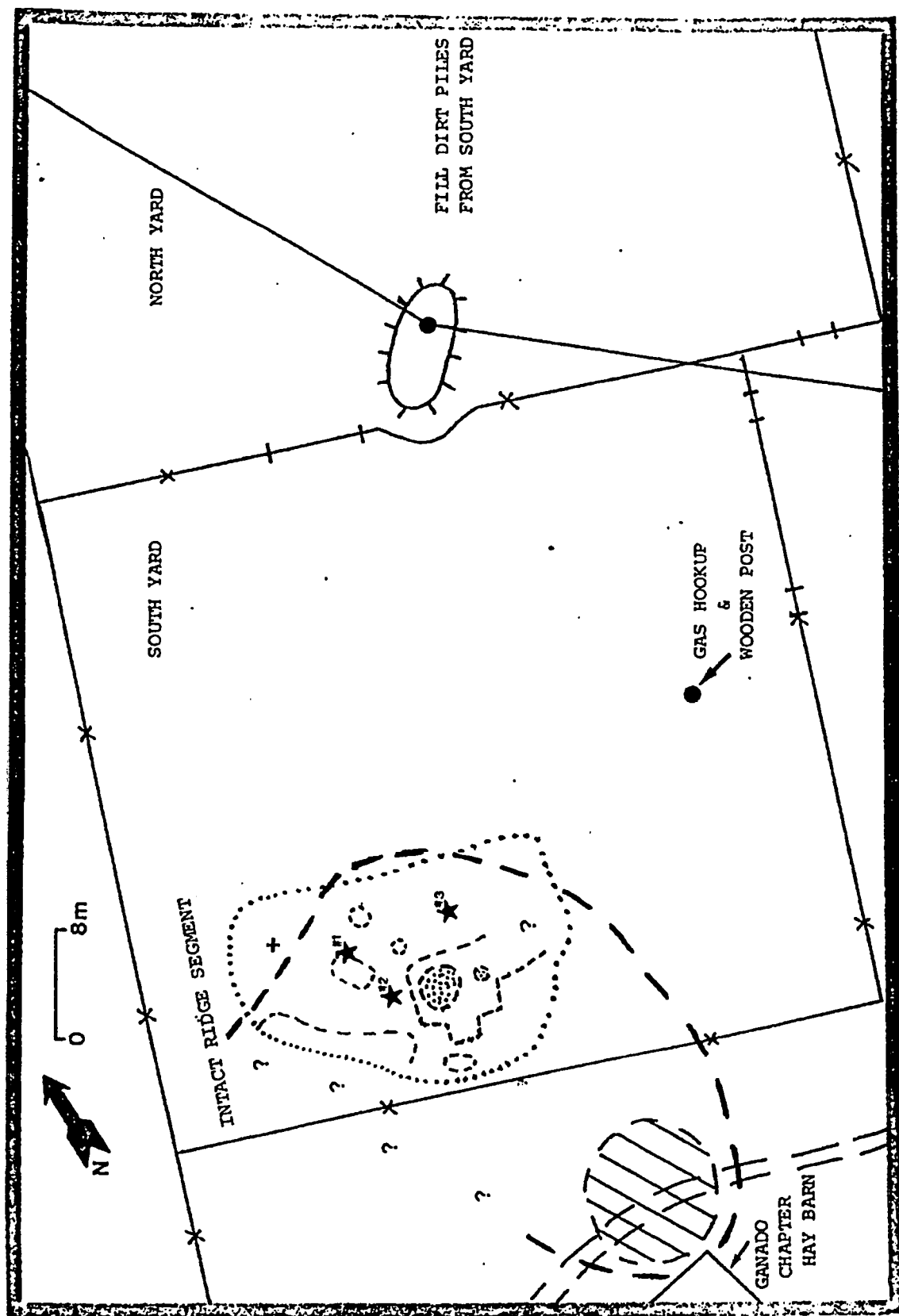


FIGURE 3. Detail plan map of archaeological site AZ-P-20-7. See Figure 2 for key to symbols.



and the sun baked and dried surface of the site made feature identification difficult. The features shown in Figure 2 and 3 are those that were identified on the level surface of the area.

Stains on the intact ridge segment in the SW corner of the south yard appear to be, at least in part, natural.

The general impression is that these features are what remain of a subsurface habitation structure, probably at least one pithouse. Thin sandstone slabs, probably used in the structure, can be found in the fill dirt piles of the north yard. No pieces of burned jacal were located.

Other characteristics of the Anasazi component include a midden area located between the south yard and the Ganadao Chapter hay barn, and a very sparse scatter of ceramic sherds scattered in drainage rivulets on the ridge trending SW from the feature area.

Artifacts from the prehistoric component, most of which occur in the fill dirt piles, include one- and two-handed manos, a bone awl fragment, large quantities of petrified wood and chert/chalcedony lithics, an occasional fragment of faunal bone, and ceramics of the following type: Dogoszhi and Sosi B/W, perhaps a few sherds of Kana-a B/W, and what appear to be examples of Tusayan B/R. These materials seem to solidly date the site to the PII period with an unknown potential for an earlier PI component.

The Navajo component consists of three (3) 20th century burials. Burials #1 and #2 are child burials and #3 is an adult. Based on a bone count of disturbed material, the adult (#3) and a child burial (#1) have been heavily disturbed. In fact, they have been nearly completely removed, especially #3. Burial #2 (a child) appears to be intact and was discovered during shovel clearing of the site surface. This burial appears to be within the remains of a deteriorated wooden box. Each burial has jewelry associated with it and an adult silver and turquoise bracelet was also found in the fill dirt area of the north yard. An occasional shoe fragment was also noted.

After the initial inspection on May 16, 1984, personnel from the adjacent Apache County office were contacted. Mr. Ambrose Shepard, a Tribal Council delegate and a member of the Board of Supervisors, Apache County, was advised that modern burials were present. He was shown the area and given a verbal summary of what had been found. Archaeologist Copeland then called Anthony Klesert, Manager, NNCRMP, and notified him that the burials were modern. He suggested calling the Tribal Rangers or police and in their presence, along with Mr. Ambrose, collecting the jewelry for safe keeping.

This plan was given to Mr. Ambrose who agreed and the Tribal Police were called. Prior to their arrival, Mr. Ambrose introduced Copeland and Stewart to Mr. David Lincoln and Albert Slivers. Mr. Lincoln had uncovered the remains and he and the foreman, Mr. Slivers, knew something about the burials and their origin. They reported that they were the remains of a boy and his grandfather who died in the early 1930s in a flash flood. Mr. Lincoln offered to introduce Copeland/Stewart to his father, Edward Lincoln, for additional information. It was agreed that this would be done after lunch.

During the noon hour, Copeland and Stewart were conducting a rough bone count to ascertain how many individual burials were uncovered, officers Oliver Coho and Patrick Platero, Tribal Criminal Investigation, arrived and were given a tour of the site area. They took several photographs and collected an adult silver and turquoise bracelet and two beads for safe keeping.

About 1:30 PM, David Lincoln and Albert Slivers returned and an interview with Edward and Hazel Lincoln (David's father and sister) was conducted at their home nearby. They confirmed that the burials were a boy and his grandfather killed in a flood ca. 1928-29. They also stated that they "heard" there was a Mexican buried in the same general area, perhaps just west of the Ganado Chapter haybarn. They also identified a Mr. Dodi Begay, who lives on the north side of Ganado Mesa, as a relative to the burials. The Lincolns also identified an area north of highway 264 as an old Navajo graveyard (see Figure 1).

The rest of the afternoon was spent in sketch mapping the area and talking with Mr. Ambrose. It was learned that Apache County did not want to use the back dirt present in the north yard, even if all artifacts were removed. Apache County was willing to put the dirt back and abandon any designs for using the area where the site is located. We considered the feasibility of putting a permanent fence up and Mr. Ambrose said it would work. Copeland and Stewart returned to the NNCRMP office and reported verbally to Klesert and latter Mike Andrews, BIA.

On May 17, 1984, an interview was conducted with Dodi Begay, a relative of the buried individuals. The interview was conducted by Copeland, with Marilyn Crawford (NNCRMP) and Henry White (Apache County Flood Control aide) acting as interpreters. Mr. Begay confirmed that the burials are his relatives. It was also learned that there are three of his family buried at the site; his father, a brother, and a son. All were killed by the same flood ca. 1934. He said that he wished to have the burials left in place and covered with dirt and a fence placed around them. He was asked if he cared to visit the site and see what had happened. He declined the offer. Mr. Begay also let the interviewers know that he was aware of what had happened prior to their visit. He also said that the equipment operators had been warned about the presence of human burials prior to construction. Mr. Begay said Edward Lincoln had warned them.

### Conclusions and Recommendations

It is a fact that the action of Apache County has resulted in the severe disturbance and destruction of prehistoric Anasazi and historic Navajo remains.

The Anasazi portion of the site now consists of at least a midden area and at least one, perhaps more, subsurface structures, possibly pit houses. The general impression is that what is identifiable, outside of the intact ridge segment, is the lower most levels, if not actual floors, of subsurface features. The Navajo component consists of three burials, two of which have been severely disturbed. Hearsay evidence for a "Mexican" burial is unsubstantiated at this time.

At this time, Apache County is very anxious to resolve this problem as they are facing a June 10th date for the arrival of office and storage buildings (trailer type office). The situation as it now exists effectively shuts down any further progress toward this end. There are several options available for the resolution of this impasse. The following summarizes those options.

1. Abandon the entire project area for consideration as a storage facility and office. This option is not practical for Apache County given, who is aware of the potential problems of being located near known burials, but prefer to remain on the correct project area.
2. Mitigate the entire site by complete and formal excavation. From a research point of view this is a viable option but practically, suffers from a potential lack of funding. Another drawback is burials would be further disturbed.
3. Test the site features to determine if any significant depth remains. This would include testing the intact ridge segment. Based on this testing, further measures would be considered. This too is desirable from a scientific point of view but time and funding may not be available. The Navajo burials could be avoided.
4. Do nothing to the site and allow development to proceed. Not practical considering the potential for significant prehistoric information and the presence of human burials.
5. Ignoring Mr. Dodi Begay's request, reinter the burials at another location, and then treat the prehistoric component according to one of the alternatives presented here. Since disposition of remains is entirely the decision of the nearest relatives, this option should not be considered.

- \* 6. Rebury the entire site, along with the burials, with the fill dirt from the north yard. All dirt would have to be cleaned for artifact, bone, jewelry retrieval. Upon completion, a fence would be constructed around the site, including the midden area. Areas outside of the proposed fence could be back-hoe tested to insure that no features lie in these areas. The trenching would be limited to the south yard. All work is to be either conducted or monitored by a qualified archaeologist. This option would appear to be the most favorable.

#### National Register Considerations

Though disturbed, the site has some potential for yielding significant scientific information on PII sites in the area and thus may be eligible for the National Register under criterion d, 36 CFR 60.6.

Navajo Area Office  
Post Office Box M  
Window Rock, Arizona 86515

Environmental Quality  
BIA NTM-84-268

SEP 14 1984

SURNAME
<i>Anderson 9/12/84</i>
<i>Cookland 9/13/84</i>
<i>Thompson 9/13/84</i>

Apache County Board of Supervisors  
Post Office Box 428  
St. Johns, Arizona 85936

Re: Conditional Archeological Clearance-Archaeological  
Assessment: AZ-P-20-7, A Disturbed Anasazi and Historic Site  
at Ganado, Arizona (NNCRMP-84-169)

and

Further Archaeological Assessment and Survey in the Vicinity  
of AZ-P-20-7: A Disturbed Anasazi and Historic Navajo Site  
At Ganado, Arizona (NNCRMP-84-276) BIA NTM-84-268

Dear Sir:

The Bureau has received the subject reports and has reviewed the extent and nature of the original and revised undertakings. It has been, and is now our assessment that although a potentially significant cultural resource has been extensively disturbed by the creation of the originally proposed Apache County Ganado Suboffice, this project can eventually be implemented provided that stringent conditions are applied. This implementation has been and will be subjected to various conditions because the Bureau of Indian Affairs is mandated to protect cultural resources under its jurisdiction. Because of the extensive nature of the site, the fact that it encompasses both a prehistoric habitation site and a Navajo cemetery, and because of the severity of the disturbance caused by the implementation of the subject undertaking, to both temporal components of the site, the Bureau has made an effort to consider the effects not only to the archeological remains, but to local Navajo individuals and the community of Ganado as well. The Bureau appreciates all of the efforts which Apache County has contributed and all of the lengths County personnel have gone to in an attempt to bring these issues to rest. It now appears, with the receipt of the second subject report, that the short- and long-term impacts to the site can now be addressed in remedial fashion and archeological clearance can be considered for the undertaking as revised.

The second report details a cultural resources inventory performed by Archeologist James M. Copeland of the Navajo Nation Cultural Resource Management Program for a revision in the undertaking. This revision involves the abandonment of one of the two present suboffice fenced yards and the relocation of the suboffice building itself onto a different tract of land. This report details an archeological inventory of the area of proposed impact for the revised location. For convenience in this letter the Apache County land parcels will be referred to as 1) the Original Office Tract (that which contains site AZ-P-20-7 and which will be abandoned), 2) the Equipment Yard Tract (a fenced parcel which contains some cultural materials and which Apache County intends to continue to utilize), and 3) the Revised Office Tract (that parcel which was recently inventoried and which Apache County now intends to utilize instead of the Original Office Tract). The locations of the parcels are presented in the subject reports. All three tracts have been inventoried. These inventories are presented in the subject documents and in an earlier inventory report (BIA NTM-82-412).

During the investigations, one multicomponent Anasazi and Navajo archeological site and one isolated occurrence were detected and recorded. The isolated occurrence consists of four sherds which appear to be derived from the site. The archeological site, AZ-P-20-7, is a large habitation site consisting of one or more jacal structures or pithouses with a large, deep, and localized trash midden. This site also contains an unknown number of historic Navajo interments. The site appears to possess the quality of integrity and meet at least one of the other criteria, (d), of 36 CFR Part 60.6 for inclusion within the National Register of Historic Places. Further investigations may reveal that this site meets more of the Register criteria. As reported in the subject documents, the surface of this site is extensively disturbed. All of the archeological assessment projects at the site, to date, have employed only visual methods on surface deposits for investigative techniques. As a result, the suspected depth of the deposits are still not confirmed.

Conditional archeological clearance is granted for the subject parcels with certain conditions. Provided that these stipulations are strictly adhered to, the proposed undertaking should have no effect upon known, significant cultural resources. It should be noted that the conditions presented below are categorized by parcel, and that some of the conditions must be fulfilled prior to any utilization of the tract by Apache County for their suboffices. The conditions for archeological clearance for the suboffice tracts are as follows:

For the Revised Office Tract:

1. Because of the possibility of additional unmarked human burials within this tract, all future earth modification for any purpose must be monitored by a qualified archeologist. This stipulation will be made a part of any real estate transaction (right-of-way, easement or use permit) for this parcel.
2. Five copies of a brief report detailing all monitoring activities must be submitted to this office for review and approval prior to any consideration for final archeological clearance for any future land modifying activities.

For the Equipment Yard Tract:

3. Prior to any additional earth modification within this tract, Apache County will retain the services of a permitted, professional archeological consultant to recover as much of the cultural material and as many of the human bones as is possible and practical. These materials will be recovered through a process of screening the dirt which has been secondarily deposited from site AZ-P-20-7 through a  $\frac{1}{4}$ -inch mesh, through surface collection and through any subsurface testing required by BIA. All of the screened dirt is to be stockpiled for later use for the reinterment of the historic human remains.
4. The archeological consultant shall separate in the field any obviously historic human bones from obviously prehistoric human bones. The former will be field-analyzed with procedures approved by BIA prior to reinterment. The latter, along with all prehistoric cultural material, will be bagged by general proveniences (according to some grid coordinate system with cells no greater than 10 meters on a side) and returned to the laboratory for analyses. In addition to the human bone, all suspected grave goods which may have been associated with these historic burials will be separated out from prehistoric cultural material for reinterment with the remains.
5. Once the secondary dirt has been screened and the cultural materials have been recovered, the consulting archeologist shall make both surface and, if necessary as determined by BIA, subsurface investigations within this yard to determine if additional cultural resources are present. The nature, extent, National Register of Historic Places eligibility and/or the current cultural sensitivity of any resources shall be evaluated. Subsurface investigations shall include, at a minimum, monitoring of the mechanical blading of the yard.

For the Original Office Tract:

6. Apache County shall retain the services of a professional permitted archeological consultant for the purposes of conducting limited subsurface assessment and evaluation at site AZ-P-20-7. The purposes of this program will be:

a) to evaluate the nature of the exposed stains (e.g., do the stains represent domestic architectural remains or other kinds of features?),

b) to evaluate the horizontal and vertical extent of the site and, thereby, recommend suitable locations for the reinterment of the Navajo deceased without adversely affecting intact prehistoric or historic cultural deposits,

c) to evaluate if the site qualifies for the National Register of Historic Places under more than one criterion (Title 36 CFR Part 60.6) and possesses integrity of location,

d) to evaluate the need for and kinds of stabilization measures which might be implemented for the long term management of the site, and

e) to make an evaluation of the kinds and amount of information which may have been lost as a result of the disturbance as indicated by the materials and other remains present in the backdirt from the Equipment Yard Tract.

The above testing shall be conducted only to the extent necessary to produce reliable data to BIA to make determinations in the above areas. It will include, but not necessarily be limited to, auger testing and, if necessary, test pit excavation, within each visible stain and in any other suspected feature. Testing will employ only state-of-the-art techniques and will be performed to the highest standards of archeological fieldwork as approved by BIA. This program shall include the production of a plane table map of the resource depicting the location of all cultural manifestations, the reburials and the test pits. The extent and details of this testing program must be approved in writing by this office prior to the initiation of such a program.

7. The recovered historic human remains shall be reinterred within this parcel. The reinterment process shall take into account any wishes of the next of kin especially regarding manner of interment and grave markings. It will also be performed in such a manner that the place of reinterment does not adversely affect the known significant prehistoric resource. It shall include the separate interment of the individuals, each with associated grave offerings. The reinterment shall be witnessed by the necessary official personnel.

8. The interment process shall utilize the screened dirt from the Equipment Yard Tract to cover the deceased. In addition, the screened earth shall be redeposited in the Original Office Tract in such a manner as to not affect the intact cultural resources



and, in fact, it will be used to cover these remains in an effort to preserve them.

9. Any earth modification within or near the Original Office Tract, including but not limited to fence removal and/or construction shall be monitored by a permitted, qualified archeologist, who shall report each monitoring episode in a brief monitoring report.

10. Apache County shall be responsible for restricting vehicular traffic and other impacts to AZ-P-20-7 and will coordinate with the local people in this effort. A fence or other substantial barrier which will prohibit vehicular access onto the site shall be erected around the known extent of the site as approved by BIA. The placement of this fence shall be supervised by a qualified, permitted archeologist.

11. Apache County shall have its archeological consultant prepare a report detailing the methods and results of the above testing/program. This report shall include the results of a detailed analysis of all cultural materials recovered from the project, a formal plan map of the area and a summary of the archeological knowledge gained by this project. It will also present a detailed history of the project, synthesizing each of the archeological reports written for this undertaking. The report shall also include recommendations for inclusion of the site within the National Register of Historic Places and the appropriate National Register of Historic Places Nomination Form, if necessary, completed in such a manner as to be technically acceptable to the Keeper of the National Register. Also included in the report will be recommendations for the short- and long-term management of the cultural resources addressed in the report.

If the above stipulations are strictly adhered to, the proposed undertaking as specified above should have no effect on known significant cultural resources.

This clearance does not constitute approval of right-of-way or concurrence in the proposed project by the Bureau of Indian Affairs. It is one of several mandated requirements which must be accomplished prior to the granting of rights-of-way, easements, or approvals by the BIA for land-modifying projects on lands under their jurisdiction.

Should any previously unrecorded and/or previously undetected cultural material be discovered during construction operations, all work must cease in the immediate area of the exposed resources. The Navajo Nation Tribal Archeologist and the BIA

Navajo Area Archeologist should then be notified to arrange an on-site inspection to determine the significance and disposition of the archeological remains.

It is the responsibility of project sponsors to notify subcontractors of the boundaries of the archeological clearance and stipulations under which clearance is granted.

If you have any questions concerning this clearance, please contact the Area Archeologist at FTS 479-5358 or (602) 871-5151 extension 5358.

Sincerely,



~~Active Xerox~~ Area Director

Enclosure

cc: SHPO-AZ  
Navajo Tribal Archeologist (w/o Enclosure)  
DCA-Washington  
George Farris, Central  
Ambrose Shepard, Apache County Ganado Suboffice  
subject  
chrono  
100/300  
547  
305:MJANDREWS:rp:9/12/84p  
Write4 BIA NTM-84-268

**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 Governmental Use, Highway 264, milepost 446.5, west adjacent of Ganado Chapter House, Apache County District 2 Main Office

**DESCRIPTION:** The construction and maintenance of County Offices to provide local governmental services to the Navajo people. Also associated with the County Offices will be a warehouse, a road maintenance yard, and other non-commercial purposes reasonable connected with the delivery of County Services and for services provided by the State of Arizona. Total project area is 2.36 acres.

**LOCATION:** GANADO CHAPTER, APACHE COUNTY, ARIZONA, T27N, R26E, S27 & 34

**REPRESENTATIVE:** Bernice Begay, Apache County District 2

**ACTION AGENCY:** Apache County District 2

**B.R. REPORT TITLE / DATE / PREPARER:** Request for Review and Compliance/JULY 2021/Bernice Begay, Apache County District 2

**SIGNIFICANT BIOLOGICAL RESOURCES FOUND:** RCP Area 4, community development area.

**POTENTIAL IMPACTS**

**NESL SPECIES POTENTIALLY IMPACTED:** NA

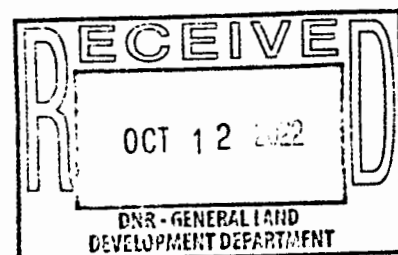
**FEDERALLY-LISTED SPECIES POTENTIALLY IMPACTED:** NA

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

**AVOIDANCE / MITIGATION MEASURES:** NA

**CONDITIONS OF COMPLIANCE\*:** NNHP recommends that the project sponsor uses native low-water species for landscaping purposes to provide habitat for Navajo Nation wildlife, pollinators, and birds.

**FORM PREPARED BY / DATE:** Nora E. Talkington/1 SEPT 2022



COPIES TO: (add categories as necessary)

☐ \_\_\_\_\_

☐ \_\_\_\_\_

**2 NTC § 164 Recommendation:**

☐ **Approval:**

☐ **Conditional Approval (with memo):**

☐ **Pending (with memo):**

☐ **Disapproval (with memo):**

☒ **Categorical Exclusion (with request letter):**

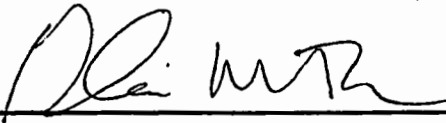
Lease for Governmental Use, Highway 264, milepost 446.5, west adjacent of Ganado Chapter House, Apache County District 2 Main Office.

☐ **None (with memo):**

Gloria M. Tom, Director

Navajo Nation Department of Fish and Wildlife

Signature:

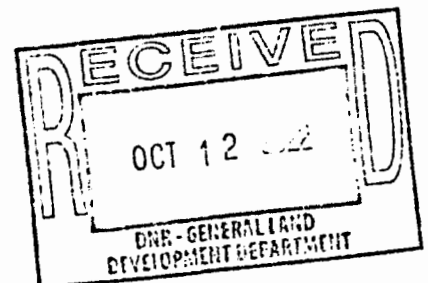


Date  
9/26/22

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

Representative's signature

Date





General Land Development Department  
PO Box 69 | St. Michaels, AZ 86511  
928-871-6447 | gldd.org  
Environmental Compliance Determination



Project Information

Title: Apache County District 2 "Ganado Road Yard" Parcel II Lease

Size: ± 2.36 acres

Legal Description: SE¼ of Section 27 and NE¼ of Section 34, T27N, R26E, G&SRM, Ganado, Apache County, Arizona

Environmental Compliance Determination

*The proposed lease will be lawfully granted by the Navajo Nation through the authority of 25 U.S.C. §415(e) and Navajo Nation Council Resolution No. CO-53-13 codified at 16 N.N.C. §2301.*

The Environmental Compliance Determination (ECD) issued by the General Land Development Department confirms that the above-mentioned lease application meets the environmental clearance criteria of the Navajo Nation General Leasing Regulations (16 N.N.C. § 2301 et. Seq.). The proposed Ground Lease poses no significant impact(s) to the cultural, biological and the natural environments of the Navajo Nation.

Environmental Clearance Reviews

*If at any time any historical properties, archaeological resources, human remains, or other cultural items not previously reported are encountered, all activity will cease and the Navajo Nation Historic and Heritage Preservation Department will be contacted immediately. Furthermore, the aforementioned Ground Lease applicant will also consult with the Navajo Nation Environmental Protection Agency (NNEPA) to ensure compliance with all Navajo Nation Environmental laws and permits (4 N.N.C. § 901 et. Seq.)*

This ECD is valid so long as the "Effect/Conditions of Compliance" out-lined on "Cultural Resources Compliance Form (NNHHPD No. HPD-17-479)" and the "Biological Resource Compliance Form (NNDFW Review No. 22apcd101)" are implemented.

If at any time over the duration of the term of the Ground Lease an environmental taking or violation occurs, the grantee may be subject to disciplinary actions and possible cancellation of the lease. This pertains to all Navajo Nation and Federal environmental laws, regulations and policies applicable to the lease based undertaking.

Approved by

  
Pamela A. Kyselka, Environmental Specialist GLDD

12/13/2023  
Date

JOE SHIRLEY, JR.  
MEMBER OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY  
VICE CHAIR OF THE BOARD  
DISTRICT III  
P.O. Box 418, St. Johns, AZ 85934

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85934  
TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003



Ryan Patterson, INTERIM MANAGER-CLERK  
ST. JOHNS, AZ 85934

**A RESOLUTION AUTHORIZING AND APPROVING A LEASE TO APACHE COUNTY DISTRICT 2 FOR 4.36 ACRES AND RIGHT OF REASONABLE INGRESS AND EGRESS, SUBJECT TO ANY PRIOR VALID, EXISTING RIGHT-OF-WAY TO CONSTRUCT, OPERATE AND MAINTAIN APACHE COUNTY OPERATIONS INCLUDING ADMINISTRATIVE OFFICES AND MAINTENANCE BUILDINGS IN THE GANADO CHAPTER VICINITY, NAVAJO NATION (APACHE COUNTY, ARIZONA)**  
**2018-DJ**

Whereas, the Apache County Board of Supervisors, acting under its authority to authorize and approve the lease of real property for benefit and use of the County; and

Whereas, Apache County has requested a lease to use 4.36 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 Navajo Nation and Apache County lease attached as Exhibit "A"; and

Whereas, the proposed lease site is located within the Ganado Chapter boundaries in Ganado (Navajo Nation & Apache County), Arizona. The location of the site is more particularly described on the legal description marked as Exhibit "B1" containing 2.00 acre(s) & Exhibit "B2" containing 2.36 acre(s) for a total of 4.36 acres; and

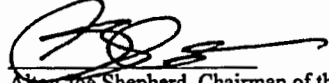
Whereas, in 2000, the Intergovernmental Relations Committee of the Navajo Nation Council approved a lease renewal for Apache County in Ganado, Arizona for the purpose of establishment and maintenance of the County offices to provide local governmental services to the Navajo people and for a warehouse, a road maintenance yard and other non-commercial purposes reasonably connected with the delivery of such County services and for services of the State of Arizona attached hereto as Exhibit "C"; and

Whereas, Ganado Chapter determined that it is in the best interests of the Navajo Nation and the local community to support and encourage a lease agreement with Apache County in order to secure the continued benefits to the Navajo people and our community as citizens of Apache County attached hereto as Exhibit "D".

**IT IS THEREFORE RESOLVED**, that Apache County District 2 approves and supports a lease to Apache County 4.36 acres of Navajo Nation Trust lands together with right of reasonable ingress and egress, subject to any prior valid, existing Right-Of-Way to construct, operate and maintain an Apache County operations including administrative offices and maintenance buildings in the Ganado Chapter vicinity, Navajo Nation (Apache County), Arizona.

**IS THEREFORE RESOLVED**, that Apache County District 2 Ganado Chapter hereby approves and ratifies the Navajo Nation and Apache County lease subject to, but not limited to, the Terms and Conditions Lease.

Approved this 6<sup>th</sup> day of February, 2018.



Alton Joe Shepherd, Chairman of the Board

Attest:



Ryan Patterson  
Interim Clerk of the Board

---

## GANADO CHAPTER



Willic Tracey Jr. Manager  
 Philandra Nelson Administrative Assistant  
 Larry Teosie Projects Manager  
 Esther Kirk Office Assistant

Vince R. James President  
 Walter Jones Vice-President  
 Richie Nez, Sr. Secretary/Treasurer  
 Alton J. Shepherd Council Delegate  
 Oliver Chee Grazing Official

Post Office Box 188 Ganado, Arizona 86505 Telephone: (928) 755-5920 Facsimile: (928) 755-5927 Email: [ganado@navajochapters.org](mailto:ganado@navajochapters.org)

## RESOLUTION No. GAN-057-2018

## RESOLUTION OF THE GANADO CHAPTER

**Respectfully Approving and Supporting a Lease to Apache County for 4.36 Acres and Reasonable Ingress and Egress, Subject to any Prior Valid, Existing Right-of-Way to Construct, Operate and Maintain an Apache County Operations Including Administrative Offices and Maintenance Buildings in the Ganado Chapter Vicinity, Navajo Nation (Apache County), Arizona**

## WHEREAS;

1. The Ganado Chapter is a duly certified local governing entity recognized by the Navajo Nation Council through 11 N.N.C. § 10(A), to advocate and address the needs and development of the local people to interact with other departments of the Navajo Nation, federal and local agencies which serve and affect the Navajo Nation; and
2. The Ganado Chapter is a Governance Certified Chapter of the Navajo Nation vested authority under 26 N.N.C. § 101 et. seq; and
3. Pursuant to "Indian Self-Determination Act (PL 93-638)" as mentioned by the US Congress, the Ganado Chapter is entitled to support initiate plans, and make decisions to address the needs and desires of the community people; and
4. Ganado Chapter has the responsibility and authority to promote, protect and preserve the interest and the general welfare of its community programs and community members which includes the growth of local development and commerce; and
5. Ganado Chapter is highly motivated and committed to address the needs of the community through development and community based initiatives which will strengthen the community's ability to tackle the health, safety, educational and revenue needs of its community; and
6. Apache County District II is one of three Districts within the County and is situated between District 1 and District 3. District 2 encompasses 15 Chapters in its boundary with 106 County Roads for a total of 381.3 miles to maintain and improve for communities and members within the Apache County; and



## **RESOLUTION GAN-056-2018**

### **Page 2**

7. Apache County's mission is to serve its citizens through efficient allocation of resources and services, develop cooperative its citizens through efficient allocation of resources and services, develop cooperative working relationships with communities and governments, and encourage residents and visitors to enjoy the diverse cultural heritage and abundant outdoor activities the County has to offer; and

8. Apache County has requested a lease to use 4.36 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 Navajo Nation and Apache County lease attached as Exhibit "A"; and

9. The proposed lease site is located within the Ganado Chapter boundaries in Ganado (Navajo Nation & Apache County), Arizona. The location of the site is more particularly described on the legal description market as Exhibit "B1, B2 & B3", and

10. In 2000, the Intergovernmental Relations Committee of the Navajo Nation Council approved a lease renewal for Apache County in Ganado, Arizona for the purpose of establishment and maintenance of the County offices to provide local governmental services to the Navajo people and for a warehouse, a road maintenance yard and other non-commercial purposes reasonably connected with the delivery of such County services and for services of the State of Arizona attached hereto as Exhibit "C"; and

11. Ganado Chapter determines that it is in the best interests of the Navajo nation and local community to support and encourage a lease agreement with Apache County in order to secure the continued benefits to the Navajo people and our community.

### **NOW, THEREFORE BE IT RESOLVED THAT;**

1. Ganado Chapter respectfully approving and supporting a lease to Apache County for 4.36 acres and reasonable ingress and egress, subject to any prior valid, existing right-of-way to construct, operate and maintain an Apache County operations including Administrative Offices and Maintenance Buildings in the Ganado Chapter Vicinity, Navajo Nation (Apache County), Arizona; and

2. Ganado Chapter hereby approves and authorizes the Navajo Nation and Apache County lease subject to, but not limited to, the Terms and Conditions in the Lease attached here as Exhibit "A"; and

3. Ganado Chapter hereby request the President of the Navajo Nation and the Office of the President/Vice President to execute any and all documents necessary to implement the intent and purpose of this resolution; and

4. Ganado Chapter hereby encourages and supports Apache County District II for their continued work and support on transportation issues within Apache County and on the Navajo nation through collaboration by developing, enhancing, protecting and promoting its strategic plan for "Better Roads and Better Communities".

# GANADO CHAPTER

Willie Tracey Jr. Manager  
Philandra Nelson Administrative Assistant  
Larry Teosie Projects Manager  
Ester Kirk Office Assistant



Vince R. James President  
Walter Jones Vice-President  
Richie Nez, Sr. Secretary/Treasurer  
Alton J. Shepherd Council Delegate  
Oliver Chee Grazing Official

Post Office Box 188 Ganado, Arizona 86505 Telephone: (928) 755-5920 Facsimile: (928) 755-5927 Email: [ganado@navajochapters.org](mailto:ganado@navajochapters.org)

## RESOLUTION GAN-056-2018


Page 3

### CERTIFICATION

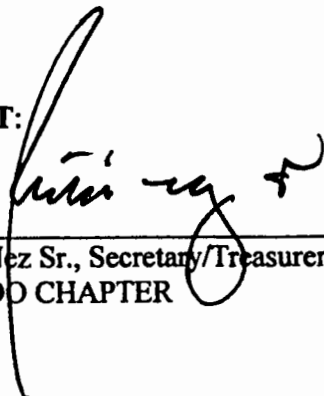
I hereby certify that the foregoing resolution was duly considered by the Ganado Chapter at a duly called meeting at Ganado, Navajo Nation, Arizona, at which a quorum was present and that same passed by a vote of 42 in favor, 0 opposed and 1 abstained on this 9<sup>th</sup> day of January, 2018.

MOTION by: Lenora Shirley

SECOND by: Annie Neagle

  
Vince James, Chapter President  
GANADO CHAPTER

ATTEST:

  
Richie Nez Sr., Secretary/Treasurer  
GANADO CHAPTER



## NAVAJO NATION DEPARTMENT OF JUSTICE



### DOCUMENT REVIEW REQUEST COVER SHEET

#### DOJ USE ONLY

January 2, 2024  
DATE / TIME

NNDOJ #: See HighQ

DOC #: 21883

UNIT: Natural Resources Unit

RESUBMITTAL: {...}

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

#### CLIENT TO COMPLETE

DATE OF REQUEST:	<u>January 2, 2024</u>	DIVISION:	<u>Division of Natural Resources</u>
CONTACT NAME:	<u>Ettie Anderson-Abasta</u>		
PHONE NUMBER:	<u>928-871-6447</u>	E-MAIL:	<u>eaabasta@navajo-nsn.gov</u>
TITLE OF DOCUMENT: <u>21883: Lease, Apache County Ganado Yard Parcel II</u>			

#### UNIT REVIEW

DATE/TIME IN UNIT: January 2, 2024 REVIEWING ATTORNEY/ADVOCATE: Chee, Irvin

DATE/TIME ATTORNEY REVIEW COMPLETE: {...}

DATE/TIME OUT OF UNIT: See email transmitting completed document

#### DOJ ATTORNEY / ADVOCATE COMMENTS

Legally sufficient. SN 1:08pm 1/4/24

LEGAL STATUS: Sufficient

SURNAMED BY: NRU AAG

See Document Review signature sheet for date/time

Document No. 021883

Date Issued: 12/07/2023

### **EXECUTIVE OFFICIAL REVIEW**

Title of Document: Apache County 2 Lease Renewal Ext of Yar Contact Name: ANDERSON ABASTA, ETTIE

Program/Division: DIVISION OF NATURAL RESOURCES

Email: eaabasta@navajo-nsn.gov Phone Number: 928-871-6447

			Sufficient	Insufficient
<input type="checkbox"/>	<b>Business Site Lease</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: \_\_\_\_\_ ☐ ☐  
2. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

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

1. NLD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. F&W \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. HPD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
4. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. NNEPA \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
6. DNR \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
7. DOJ \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

☐ Rights of Way

1. NLD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. F&W \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. HPD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
4. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. NNEPA \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
6. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
7. OPVP \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

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

1. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. OPVP \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. NLD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

☐ Assignment of Mineral Lease

1. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. DNR \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. DOJ \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

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

1. NLD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. F&W \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
3. HPD \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
4. Minerals \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. NNEPA \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
6. DNR \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
7. DOJ \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
8. OPVP \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

☒

OTHER:


1. DOJ (C) VBlaht Date: 1/4/24 ☒ ☐  
2. NLD VBlaht Date: 1/24/2024 ☒ ☐  
3. OPVP VBlaht Date: 01/03/2024 ☒ ☐  
4. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

### Tier 1 Document Voting Results


User Name (Facility )	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Team: Navajo Nation Public Water Systems (NNEPA) - OSS

Merle Chischilly (NLTDS and GLDD)	Environmental Specialist	Navajo Nation EPA	Approved	no comments	No Reply	15-Dec-2023	
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Yolanda Barney (NLTDS and GLDD)	Environmental Program Manager	Navajo Nation EPA	Approved	1 Please see attached memorandum approving this project.	1 No Reply	15-Dec-2023	
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Team: Navajo Nation Water Quality (NNEPA) - OSS

Dorothy Barber-Redhorse (NLTDS and GLDD)	Senior Environmental Specialist	Navajo Nation EPA	Approved	1 Approval granted to this project. Please adhere to the federal and Navajo Nation Clean Water Act laws and regulations.	1 No Reply	19-Dec-2023	
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Patrick Antonio (NLTDS and GLDD)	Principal Hydrologist	Navajo Nation EPA	Approved	no comments	No Reply	19-Dec-2023	
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Team: Navajo Nation Heritage and Historic Preservation (NNHHPD) - OSS

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Olsen John (NLTDS and GLDD)	Archaeologist	Navajo Nation Heritage and Historic Preservation Department	Approved	no comments	No Reply	14-Dec-2023
Richard Begay NNHP (NLTDS and GLDD)	Department Manager III (Approver)	Navajo Nation Heritage and Historic Preservation Department	Approved	no comments	No Reply	14-Dec-2023
Rolf J. Nabahe (NLTDS and GLDD)	Senior Archeologist (Reviewer)	Navajo Nation Heritage and Historic Preservation Department	Approved	no comments	No Reply	14-Dec-2023

*Olsen John*

*Rich M Begay*

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Team: Navajo Nation Minerals - OSS

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Rebecca Gilchrist MIN (NLTDS and GLDD)	Senior Mining Engineer (Reviewer)	Minerals Department	Approved	no comments	No Reply	14-Dec-2023
Richard Carlton (NLTDS and GLDD)	Senior Geologist	Minerals Department	Approved	no comments	No Reply	14-Dec-2023
Steven Prince MIN (NLTDS and GLDD)	Principal Petroleum Engineer (Approver)	Minerals Department	Approved	no comments	No Reply	14-Dec-2023

*Rebecca Gilchrist*

*Richard Carlton*

*Steven L. Prince*

William B. Raines (NLTDS and GLDD)	Program Manager Minerals Department	Approve 1 d	This vote is contingent upon the uploaded TAA Terms and Conditions, EOR_2188 3 is permanently included in the application approval package. WBR	1 No Reply	14-Dec- 2023
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William Raines

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Team: Navajo Nation Air & Toxic (NNEPA) - OSS

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Eugenia Quintana EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA d	Approve no comments	No Reply	19-Dec- 2023
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Eugenia Quintana

Glenna Lee (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA d	Approve no comments	No Reply	19-Dec- 2023
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Team: Navajo Nation Resource Conservation & Recovery Program (NNEPA) - OSS

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Frederick Sherman EPA (NLTDS and GLDD)	Senior Environmental Specialist	Navajo Nation EPA d	Approve no comments	No Reply	21-Dec- 2023
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Frederick Sherman



Norvina EnvironmentNavajo Approve no No 21-Dec-  
Charleston al Specialist Nation EPA d comments Reply 2023  
n  
(NLTDS  
and  
GLDD)

*Mahee*

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Team: Division of Natural Resources (DNR) - OSS

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Robert Attorney Division of Approve no No 14-Dec-  
Allan (Approver) Natural d comments Reply 2023  
DNR Resources  
(NLTDS  
and  
GLDD)

*Robert O. Allan*

W. Mike Division Administrati Approve no No 14-Dec-  
Halona - Director of on d comments Reply 2023  
DNR Division of  
(NLTDS Natural  
and Resources  
GLDD)

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Team: Navajo Nation Fish & Wildlife (NNDFW) - OSS

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Leanna Wildlife Navajo Approve no No 14-Dec-  
Begay Manager Nation Fish d comments Reply 2023  
(NLTDS and Wildlife  
and  
GLDD)

*Leanna Begay*

T. Kim Navajo Navajo Approve 1 CatEx, 1 No 14-Dec-  
Yazzie Nation Fish Nation Fish d . Area 4 . Repl 2023  
(NLTDS and Wildlife and Wildlife Community y  
and Developme  
GLDD) nt Area

*TKY*

Verna Navajo Navajo Approve no No 14-Dec-  
Tsosie Nation Fish Nation Fish d comments , Reply 2023  
(NLTDS and Wildlife and Wildlife  
and  
GLDD)

*Verna Tsosie*

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Team: Navajo Nation Waste Regulatory/Storage Tanks (NNEPA) - OSS

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Tanya EnvironmentNavajo Approve no No 14-Dec-  
Yazzie al Specialist Nation EPA d comments Reply 2023  
(NLTDS  
and  
GLDD)

*Tanya Yazzie*

Warren EnvironmentNavajo Approve no No 14-Dec-  
Roan - al Nation EPA d comments Reply 2023  
EPA Department  
(NLTDS Manager  
and  
GLDD)

*Warren J. Rom*

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Team: Navajo Nation Land Department Manager III (NLD) - OSS

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Byron Acting NLD Approve 1. Sufficient 1. No 05-Jan-  
Bitsoie Sr Department d comments Reply 2024  
(NLTDS -Manager III  
Admin) (Approver)

*[Signature]*

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Team: Navajo Nation Water Resources

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Jason Department Department Approve no No 14-Dec-  
John Manager III of Water d comments Reply 2023  
(NLTDS  
and  
GLDD)

*[Signature]*

Najamh Branch Department Approve no No 14-Dec-  
Tariq Director of Water d comments Reply 2023  
(NLTDS (Reviewer) Resources  
and  
GLDD)

*Tariq*

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Team: Navajo Nation Superfund (NNEPA) - OSS

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Jeremy Remedial Navajo Approve 1. Document 1. No 29-Dec-  
Bekis Project Nation EPA d Approved Reply 2023  
(NLTDS Manager due to  
and User  
GLDD) inaction  
within 10

*Jeremy Bekis*

Business  
Days

Shelby Remedial Navajo Approve 1. Document 1. No 29-Dec-  
Dayzie - Project Nation EPA d Approved Reply 2023  
EPA Manager due to  
(NLTDS User  
and inaction  
GLDD) within 10  
Business  
Days

### Tier 13 Document Voting Results

User Name (Facility )	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Irvin Chee (NLTDS and GLDD)	Principal Tribal Court Advocate	Navajo Nation Department of Justice	Approve d	no comments	No Reply	04-Jan- 2024	
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Veronica Blackhat (NLTDS and GLDD)	Assistant Attorney General	Navajo Nation Department of Justice	Approve d	1. Yellow Sheet and signature sheet were provided to GLDD; review completed on 1/04/24.	1. No Reply	04-Jan- 2024	
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### Tier 14 Document Voting Results

User Name (Facility )	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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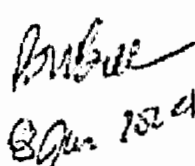
Byron Acting NLD  
 Bitsoie Sr Departme  
 (NLTDS - nt  
 Admin) Manager  
 III  
 (Approver  
 )

Approve *no* *No* 05-Jan-  
 d *comments* *Reply* 2024

~~\_\_\_\_\_~~

#### Tier 14 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Bidtah Becker (NLTDS and GLDD)	Chief Legal Counsel	OPVP	<i>Approved no</i> <i>comments</i>		<i>No Reply</i>	08-Jan - 2024	
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Brittany Smith (NLTDS and GLDD)	Executive Staff Assistant	OPVP	<i>Approved no</i> <i>comments</i>		<i>No Reply</i>	08-Jan - 2024	
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Individuals in blue font performed the Approval on behalf of all members in the group.  
 This is possible when Peer Approval has been enabled for the Project.



APACHE COUNTY BOARD OF SUPERVISORS  
DISTRICT 2

ALTON JOE SHEPHERD



September 27, 2023

Mrs. Ettie Anderson Abasta  
Navajo Nation General Land Leasing Department  
P.O. Box 69  
St. Michaels, Arizona 86511

Dear Mrs. Abasta,

Ya'ah'tee', The Apache County District 2 is applying for a new lease to extend our Ganado yard toward the chapter approved location behind the chapter and southern area. The Ganado Chapter passed the resolution #GAN-057-2018. The legal description was completed in April 2019, description as follows; "a parcel of land situated within the Southeast Quarter of Section 27 and Northeast quarter of Section 34, T27N. R26E, G&S. R.M, Ganado, AZ. The lease amount requested is 2.36 sq acres. The Grazing Official has written a letter to verify that there are no disputes to the extension of the county yard adjacent to the Ganado Chapter.

Your assistance in obtaining the lease so we may begin using the land for our graders, and other equipment storage plus gravel will be place inside the new land area. A storage will be erected as well. Gravel is a necessity for all our road projects; therefore, a larger space is needed. As much as 20-30 loads is needed for 1-4 miles of road maintenance and rehabilitations.

If you need additional information, please feel free to contact Ms. Flora Nez, Chief of Staff or Ms. Bernice Begay, Logistic & Support Services Manager for any questions. They maybe reached at 928-755-3881 or 928-729-2141. Again, thank you for all your assistance.

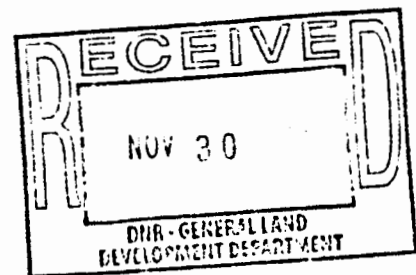
Ahe'hee'

Alton Joe Shepherd, Supervisor  
Apache County District 2

Cc; file

ATTACHMENTS:

Legal description  
Ganado Chapter Resolution  
Chapter Grazing Official Letter



"Better Roads, Better Communities"

**GANADO ADMINISTRATION OFFICE**

P.O. Box 899  
GANADO, AZ 86505  
PHONE: 928-755-3881

**FORT DEFIANCE DISTRICT OFFICE**

P.O. Box 1170  
FORT DEFIANCE, AZ 86504  
PHONE: 928-729-2141

