

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
24<sup>th</sup> Navajo Nation Council --- First Year, 2019

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A  
LEASE BETWEEN THE NAVAJO NATION AND THE NAVAJO TECHNICAL  
UNIVERSITY FOR SCHOOL PURPOSES WITHIN THE CROWNPOINT CHAPTER OF  
THE NAVAJO NATION

BE IT ENACTED:

SECTION ONE. AUTHORITY

The Resources and Development Committee has oversight authority over land and the authority to grant final approval for non-mineral leases within the Navajo Nation. 2 N.N.C. §§ 500(C), 501(B) (2) (a).

SECTION TWO. FINDINGS

- A. The proposed Lease between the Navajo Nation and Navajo Technical University for school purposes within the Crownpoint Chapter is attached hereto as **Exhibit A**.
- B. The proposed Lease regarding 93.34 acres is described in **Exhibit B**.
- C. Environmental and archaeological studies and clearances are attached in **Exhibit C** and incorporated herein by this reference.
- D. The Advisory Committee Resolution ACJA-15-76 withdrawing land within the Crownpoint Chapter is attached as **Exhibit D**.
- E. The Crownpoint Chapter Resolution CPC 17-11-001 supporting withdrawal of land for Navajo Technical University and the Eastern Navajo Land Commission Resolution ENLCJA-1-18 supporting withdrawal of land are attached as **Exhibit E**.
- F. The proposed Lease has been reviewed through Executive Official Review Document Number 012226 which is attached as **Exhibit F**.



**SECTION THREE. APPROVAL**

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Lease between the Navajo Nation and the Navajo Technical University for school purposes within the Crownpoint Chapter of the Navajo Nation found at **Exhibit A.**
- B. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute this Lease and all other documents necessary to effectuate the intent of this resolution.

**CERTIFICATION**

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 24<sup>th</sup> Navajo Nation Council at a duly called meeting at the Red Lake Chapter, Navajo, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 5 in favor, and 0 opposed, on this 28<sup>th</sup> day of August 2019.



Rickie Nez, Chairperson  
Resources and Development Committee  
of the 24<sup>th</sup> Navajo Nation Council

Motion: Honorable Herman M. Daniels  
Second: Honorable Thomas Walker, Jr.

Chairperson Rickie Nez not voting.





**THE NAVAJO NATION  
and  
NAVAJO TECHNICAL UNIVERSITY**

**THIS LEASE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the **NAVAJO TECHNICAL UNIVERSITY** hereinafter called the "Lessee," whose address is Post Office Box 849, Crownpoint, Navajo Nation (NM) 87313, 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 Section 20, Township 17 North, Range 12 West, N.M.P.M., Crownpoint, McKinley County (NM), more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 93.34 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).



### **PURPOSE, UNLAWFUL USES.**

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing, maintaining, and operating a school and other educational purposes, including a sport facility, administrative offices, maintenance buildings, faculty housing and other purposes, consistent with the principal use of the Leased Premises for a school.

(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.

### **3. TERM.**

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

### **4. RENTAL.**

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: **None**. In accordance with the provisions of 16 N.N.C. §2334(F)[VB1], only nominal rental is provided for herein because this Lease is for educational purposes.

### **5. 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.

### **6. 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.

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

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

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

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

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

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

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

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

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

(A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water,



sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:

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

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

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

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

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



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

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

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

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

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

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

### **15. ENCUMBRANCE.**

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

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



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

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

#### **16. DEFAULT.**

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

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

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



deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or

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

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

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

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

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

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

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



and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

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

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

and,

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

or their respective institutional successors.

**19. PUBLIC LIABILITY INSURANCE.**

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

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

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



**20. NON-LIABILITY.**

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

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

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

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

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

(D) In the event of destruction of or damage to any improvement on the Leased Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to perform and comply with Lessee's replacement and repair obligations set forth in subsections (B) and (C) of this section. If such amount paid to Encumbrancer is sufficient to repair the destroyed or damaged improvements with respect to which it was paid, or, if within three (3) months after such payment by the insurer to Encumbrancer, Lessor or Lessee shall deposit with Encumbrancer sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrancer shall pay such the costs of such replacement or repair, and such payment shall not be deemed a payment or credit on the



Approved Encumbrance. Otherwise, at the expiration of such three (3) months said sum so paid by the insurer to Encumbrancer shall be applied and credited on the Approved Encumbrance.

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

## **22. INSPECTION.**

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

## **23. INDEMNIFICATION.**

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

## **24. MINERALS.**

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

## **25. EMINENT DOMAIN.**

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



**26. DELIVERY OF PREMISES.**

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

**27. HOLDING OVER.**

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

**28. ATTORNEY'S FEES.**

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

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

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

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

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

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

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



**32. DISPUTE RESOLUTION.**

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

**33. CONSENT TO JURISDICTION.**

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

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

Lessee hereby covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

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

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

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

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

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

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

**38. NOTICES AND DEMANDS.**

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



To or upon Lessor:

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

To or upon Lessee:

Dr. Elmer J. Guy, President  
Navajo Technical University  
P.O. Box 849  
Crownpoint, Navajo Nation (NM) 87313  
Fax: (505) 786-4325

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

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

#### **39. SUCCESSORS AND ASSIGNS.**

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of Lessee. Except as the context otherwise requires, the term "Lessee," as used in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

#### **40. RESERVATION OF JURISDICTION.**

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

#### **41. EFFECTIVE DATE; VALIDITY.**

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



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

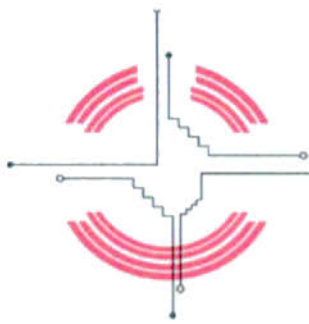
**THE NAVAJO NATION, LESSOR**

By: \_\_\_\_\_  
Jonathan Nez, President

**NAVAJO TECHNICAL UNIVERSITY,  
LESSEE**

By:  \_\_\_\_\_  
Dr. Elmer Guy, President





ESTABLISHED 1978  
NAVAJO TECHNICAL UNIVERSITY  
S I H A S I N

January 18, 2018

Mr. Mike Halona, Navajo Nation Land Department  
Navajo Nation Division of Natural Resources  
P.O. Box 2249  
Window Rock, AZ 86515

Dear Mr. Halona:

We would like to invite you to discuss with us various lands that are in the process of being transferred to the Navajo Technical University (NTU). The proposed meeting will be held at the Information Technology building on January 22, 2018 in Crownpoint, NM. NTU is a Navajo Nation higher learning institution with a predominately Native American enrollment located in Crownpoint, New Mexico and two instructional sites in Tees Nos Pos and Chinle, Arizona. NTU's prime mission of education complements strategically the greater Navajo initiative of transferring Executive Order land to the Navajo Nation.

We envision a close partnership with the Navajo Nation Land Department to access expert advice from a resource of Navajo professionals to provide a strategic design/plan to assist NTU be permitted to withdraw 30 acres of Executive Order Land (17N-12W Section 20) for Faculty Housing and other Educational use.

If you have any questions or need additional information, please contact me or Mr. Jason Arviso at 505-786-4151.

Sincerely,

Dr. Elmer J. Guy, President







Robert Mark 2-18-2019  
Robert Mark NMPS No. 10318 Date



A tract of land situate in the W 1/2 of Section 20, T17N, R12W, N.M.P.M., Crownpoint, McKinley County, New Mexico and more particularly described as follows:

Commencing at 1/4 corner common to Section 19 & 20, being a point on the west boundary line of the herein described tract of land and the Real Point of Beginning;

Thence N00°21'38"E along section line a distance of 313.19' to the northwest corner;

Thence S89°10'41"E a distance of 1109.71' to the northeast corner;

Thence S30°12'48"W a distance of 1871.14' to the southeast corner;

Thence N89°40'32"W a distance of 178.43' to the southwest corner;

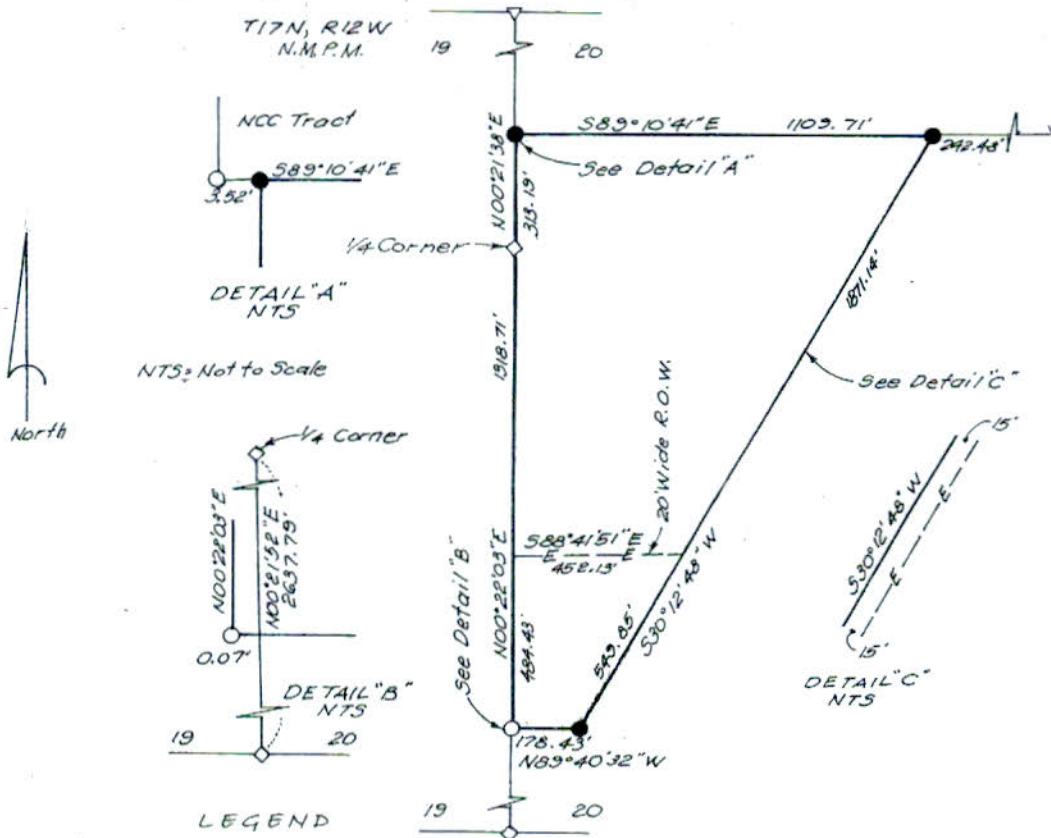
Thence N00°22'03"E a distance of 1318.71' to the 1/4 corner common to Section 19 & 20 and the Point of Beginning.

Containing 24.11 acres more or less, subject to existing easements and/or rights-of-way.

Notes: 1. Bearing reference: WGS 84 NM SP

2. This Boundary Survey is located within Executive Order 1359 Land

3. Underground utility lines not located with this survey



LEGEND

- ◊ Found BLM Brass Cap in Place
- ▽ Found BLM PK nail set in Pavement
- Found 5/8" Rebar in Place
- ▽ Found 90° 3" Angle Iron in Place
- Set 1/2" Rebar w/Surveyor's I.D. Cap (2" Dia. Aluminum Metal Disk)
- E—E— Existing NTUA Electrical Power Line



ROBERT MARK, NMPLS  
REALTY SURVEYING-MAPPING  
GAMERCO, NEW MEXICO

CERTIFICATE: I hereby certify that this Boundary Survey Plat as presented hereon is prepared from an actual field survey performed under my direction; that the survey meets the Minimum Standard for Land Surveys in New Mexico and that the survey is true and correct to the best my knowledge and belief.

Robert Mark 11-28-18  
Robert Mark, NMPLS No. 10318 Date

BOUNDARY SURVEY PLAT  
OF 24.11 ACRES OF LAND IN  
W 1/2 SECTION 20, T17N, R12W,  
N.M.P.M., CROWNPOINT,  
MCKINLEY CO., NEW MEXICO  
For  
NAVAJO TECHNICAL UNIVERSITY

Surveyed By: RM Date 11-20-18  
Drawn By: RM Date 11-28-18  
Scale: 1" = 400' Dwg. No. NEQ-18



**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.: Navajo Technical University Campus Expansion

DESCRIPTION: The NTU proposes to expand the current 69.23-acre campus by 24.11 acres for a total of 93.34 acres. The expansion is necessary for the development of faculty housing.

LOCATION: E½ of Section 19 & W½ of Section 30, T17N, R12W, NMPM, Crownpoint, McKinley Co., NM

REPRESENTATIVE: Jason Arviso, Director of Information Technology, Navajo Technical University

ACTION AGENCY: Navajo Nation and Bureau of Indian Affairs

B.R. REPORT TITLE / DATE / PREPARER: Request for biological compliance/19 FEB 2019/Jason Arviso

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 4 - Community Development Area

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE\*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/19 FEB 2019; amended on 01 MAR 2019

COPIES TO: (add categories as necessary)



2 NTC § 164 Recommendation:

Signature

Date

☒ Approval

☐ Conditional Approval (with memo)

☐ Disapproval (with memo)

☐ Categorical Exclusion (with request letter)

☐ None (with memo)

Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife

\*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



# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO : David Mikesic, Zoologist  
Department of Fish and Wildlife

FROM :   
Gloria M. Tom, Director  
Department of Fish and Wildlife

DATE : March 01, 2019

SUBJECT : DELEGATION OF AUTHORITY

I will be on leave on Friday, March 01, 2019. I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective 11:00 a.m. on Friday, March 01, 2019. This delegation shall end at 5:00 p.m. on Friday, March 01, 2019.

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

## ACKNOWLEDGEMENT

 3/1/19

David Mikesic, Zoologist  
Department of Fish and Wildlife





Hooghan-Center of Family Growth, Strength and Beauty  
NAVAJO HOUSING AUTHORITY

HPD-00-373  
HPD-98-661.1

April 26, 2000

Alan S. Downer, Ph.D., Director  
Navajo Nation Historic Preservation Department  
Post Office Box 4950  
Window Rock, Arizona 86515

Dear Dr. Downer:

Enclosed is an archaeological survey report NHA 00-33, *An Archaeological Survey of a Proposed Housing Development for the Crownpoint Institute of Technology in Crownpoint, McKinley County, New Mexico*. No historic or prehistoric, nor sacred or ceremonial places were encountered. Two isolated occurrences (IOs) were encountered at the time of survey. The IOs lack the ability to yield important information to history and prehistory, and are not eligible for nomination to the NRHP, nor are they protected under ARPA. Moreover, the IOs have no known sacred or ceremonial significance to various extant indigenous groups, and thus do not merit consideration under AIRFA. It is recommended that the Crownpoint Institute of Technology be allowed to proceed with their proposed construction as planned.

If you have any questions please do not hesitate to call me at (520) 729-6600.

Sincerely,

  
Alfred Livingston  
Archaeologist, NHA-CSD

CONCURRENCE

  
Tony Dayish  
Division Director, NHA-CSD

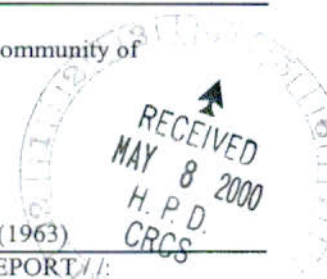
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HPD 80-373  
HPD-98-661.1

**ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)**  
**NAVAJO HOUSING AUTHORITY**

1. HPD REPORT NO.:	2. (FOR HPD USE ONLY)	3. RECIPIENT'S ACCESSION NO.:
4. TITLE OF REPORT: <i>An Archaeological Survey of a Proposed Housing Development for the Crownpoint Institute of Technology in Crownpoint, McKinley County, New Mexico</i>		5. FIELDWORK DATES: 04/12/00
Author(s): Alfred Livingston		6. REPORT DATE: 04/19/00
7. CONSULTANT NAME AND ADDRESS: Gen'l Charge: Alfred Livingston, Archaeologist Org. Name: Navajo Housing Authority Org. Address: P.O. Box 1579 Ft. Defiance, Arizona 86504 Telephone: (520) 729-6600		8. PERMIT NO. B000110
10. SPONSORING ORGANIZATION NAME AND ADDRESS: Ind. Responsible: Tony Dayish, Division Director Org. Name: Navajo Housing Authority Org. Address: P.O. Box 1579 Ft. Defiance, Arizona 86504 Telephone: (520) 729-6600		9. CONSULTANT REPORT NO. NHA 00-33
11. SPONSOR PROJECT NO. N/A		12. AREA OF EFFECT: 8.5 ac/ 3.4 ha AREA SURVEYED: 8.5 ac/ 3.4 ha
13. LOCATION (MAP ATTACHED): <i>Written description of project area location/access:</i> The project area is located within the community of Crownpoint (see Figure 1).		
a. Chapters: Crowpoint	e. Land Status: Navajo Tribal Trust	
b. Agency: Eastern	f. UTM Center: See Table 1	
c. County: McKinley	g. Area: See Table 1	
d. State: New Mexico	h. USGS 7.5' Quad: Crownpoint, New Mexico (1963)	

14. REPORT /X/ or ADDENDUM REPORT // or PRELIMINARY REPORT // or SUMMARY REPORT //:

A. *Description of Undertaking:* The Clients proposes to construct residential housing units for the Crownpoint Institute of Technology (CIT) students and faculty, parking areas, and associated facilities. Surface and subsurface disturbance from construction of the housing units, paving parking areas and installation of all utilities will be extensive. The area of effect and the area surveyed is 374,049 sq ft (34,786 sq m), or 8.5 ac (3.4 ha). Please see Figures 2 for USGS map location.

B. *Existing Data Review:* A check of NNHPD records prior to the survey indicates 17 previous projects were undertaken with two sites recorded within the 1-Km radius (see Table 2).

An historic overview of the general project location can be found in:

Simmons, Alan H.

1982 *Prehistoric Adaptive Strategies in the Chaco Canyon Region, Northwestern New Mexico.* Navajo Nation Papers in Anthropology Number 9. Ms. on file at the Navajo Nation Historic Preservation Department, Window Rock, Arizona.

C. *Area Environmental & Cultural Setting:* The project area is situated within the community of Crownpoint Chapter and on its northwestern CIT campus. Elevation at the project area is 6,920 ft (2,109 m) above mean sea level. The nearest known drainage is an unnamed ephemeral wash located with the project area; the nearest known landmark is Hosta Butte located 7.3 miles to the south. The project area is characterized by mesa tops to mesa base. The soil deposits are primarily tan, fine-to-medium grained well-sorted eolian sands, with some alluvial and eolian soils also occur along drainages. Vegetation falls within the Desertscrub formation with plants from the Great Basin desertscrub community dominating. Vegetation consists of saltbush, Russian thistle, prickly pear, desert wolfberry, greasewood, cheatgrass, forbs,



Table 1. UTM Coordinates and Legal Location for NHA 00-33 (see Figure 2).

Letter Designation	UTM Coordinates/Zone 12	Legal Location	7.5' USGS Map Reference
a	3952920mN, 757980mE	T17, R12W; NW1/4NE1/4SE1/4 Sec 19	Crownpoint, New Mexico (1963)
b	3952820mN, 758120mE	T17N,R12W; NW1/4NE1/4SE1/4 Sec 19	
c	3952790mN, 758100mE	T17N, R12W; SW1/4NE1/4SE1/4 Sec 19	
d	3952710mN, 758090mE	T17N, R12W; SW1/4NE1/4SE1/4 Sec 19	
e	3952620mN, 758040mE	T17N, R12W; SW1/4NE1/4SE1/4 Sec 19	
f	3952600mN, 758030mE	T17N, R12W; SW1/4NE1/4SE1/4 Sec 19	
g	3952590mN, 757890mE	T17N, R12W; NE1/4NW1/4SE1/4 Sec 19	
h	3952840mN, 757940mE	T17N, R12W; NE1/4NE1/4SE1/4 Sec 19	



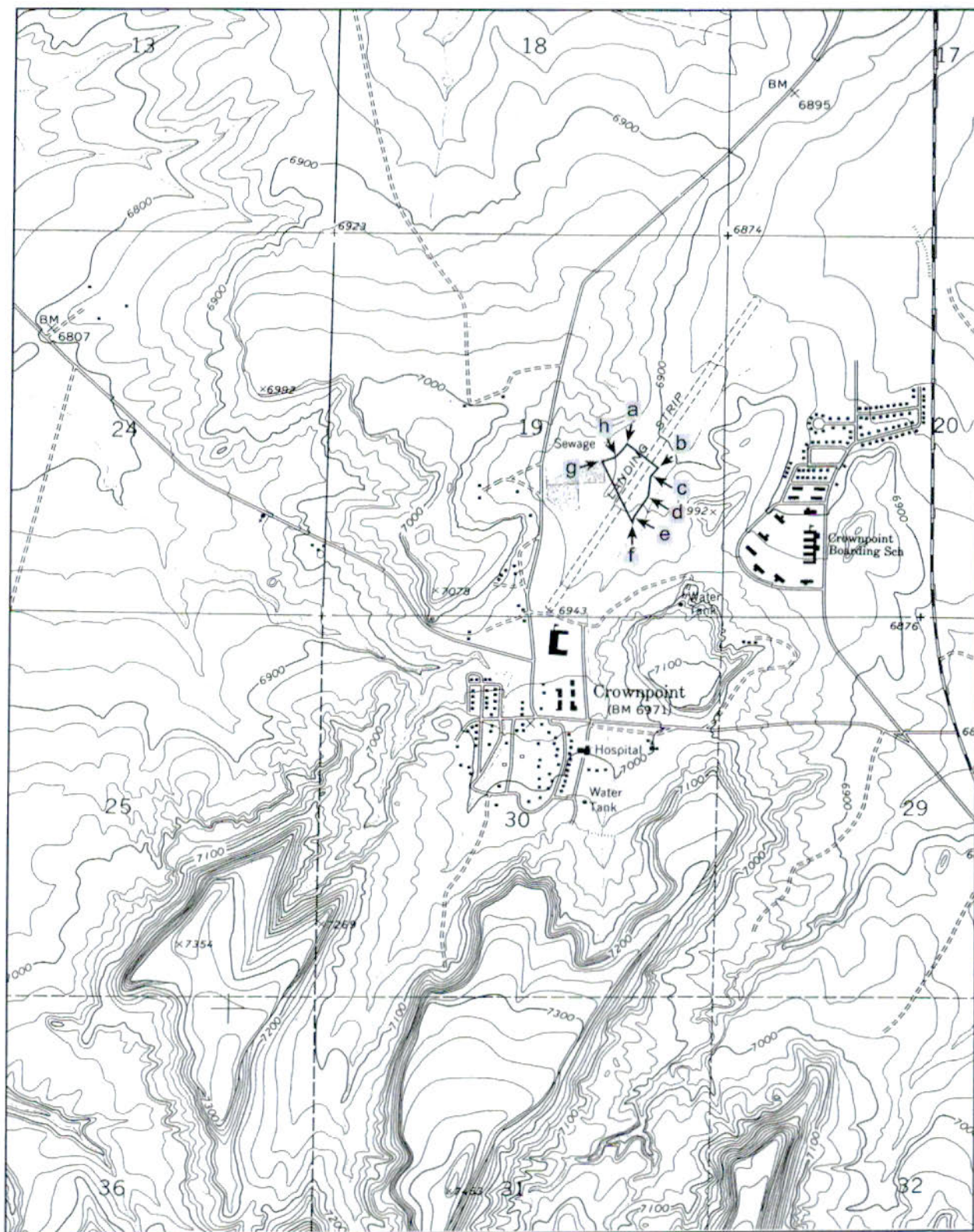


Figure 2. Specific project location of NHA 00-33, *An Archaeological Survey of a Proposed Housing Development for the Crownpoint Institute of Technology in Crownpoint, McKinley County, New Mexico*. USGS 7.5' map: Crownpoint, New Mexico (1963). UTM coordinates are designated by letters.



Table 2. Previous Projects Undertaken and Sites Recorded within the 1-Km Radius of NHA 00-33.

Project Number	Site Number	Site Description	USGS Map Reference
HPD 00-144 (DCDI 00-011)	No site	-	<i>Crownpoint, New Mexico</i> (1963)
HPD 98-661 (DCDI 98-078)	No site	-	
HPD 96-684 (NHA NM 15-119-15HO)	Non eligible site	-	
HPD 94-359 (NNAD 93-368)	NM-Q-23-51	Possible Navajo Habitation	
HPD 91-086 (NNAD 91-092)	No site	-	
HPD 91-17 (NNAD 99-066)	No site	-	
HPD 90-613 (NHA 90-613)	No site	-	
HPD 88-642 (NNAD 88-501)	No site	-	
HPD 88-483 (BIA NTM 88-483 ADD I.)	NM-Q-23-41	Single feature of slab-lined roasting pit	
HPD 86-301 (NNCRMP 86-295)	No site	-	
NAU 84-154 (964-NM-G)	No site	-	
HPD 83-441 (BIA NTM 83-441)	No site	-	
HPD 83-269 (NNCRMP 83-119)	No site	-	
HPD 83-120 (BIA NTM 83-120)	No site	-	
HPD 80-319 (DCA 80-319)	No site	-	
HPD 70-31	Ms. Missing from files		
HPD 64-12	Ms. Missing from files		



rocky mountain bee plant, galleta and various grasses. Most of the area has been disturbed from natural erosion, two track roads, refuse of modern trash and gravel, utility lines, and domesticated animal activity.

D. *Field Methods*: The project area was surveyed using parallel pedestrian transects spaced 15 m apart. This type of method provided 100% visibility for the project area. The proposed project was staked with metal re-bars prior to the survey. David Koffman (Project Representative) showed the Archaeologist the project location. Arlene Arviso (Crownpoint Chapter Coordinator) recommended the Archaeologist talk to Denis R. E. Copeland (Archaeologist) regarding TCPs. Ms. Arviso felt that Denis Copeland conducted enough archaeological surveys in the Crownpoint community that she would know the area in question. Therefore, an ethnographic interview was conducted in English with Denis R. E. Copeland concerning burials, sacred places, and plant/herb gathering areas to secure information on specific Traditional Cultural Places (TCP) in the area. The consultant interviewed was unaware of any TCPs within the project area.

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#### 15. CULTURAL RESOURCE FINDINGS:

A. *Location/Identification of Each Resource*: No historic or prehistoric, nor sacred or ceremonial places were encountered at the time of survey. Two isolated occurrences (IOs) were encountered at the time of survey. IO-1 consists of a white tertiary flake, and IO-2 consists of an unidentifiable black-on-white sherd.

B. *Evaluation of Significance of Each Resource*: The two IOs lack the ability to yield important information to history and prehistory, and are not eligible for nomination to the NRHP, nor are they protected under ARPA. Moreover, the IOs have no known sacred or ceremonial significance to various extant indigenous groups, and thus do not merit consideration under AIRFA.

---

#### 16. MANAGEMENT SUMMARY (RECOMMENDATION):

The two isolated occurrences will not be impacted by the proposed construction. It is recommended that the Crownpoint Institute Technology be allowed to proceed with their proposed construction and meeting these requirements (see Appendix A).

---

#### 17. CERTIFICATION:

SIGNATURE: Alfred Livingston  
General Charge Name: Alfred Livingston

DATE: 4/26/00

SIGNATURE: Alfred Livingston  
Direct Charge Name: Staff Archaeologist

DATE: 4/26/00

---



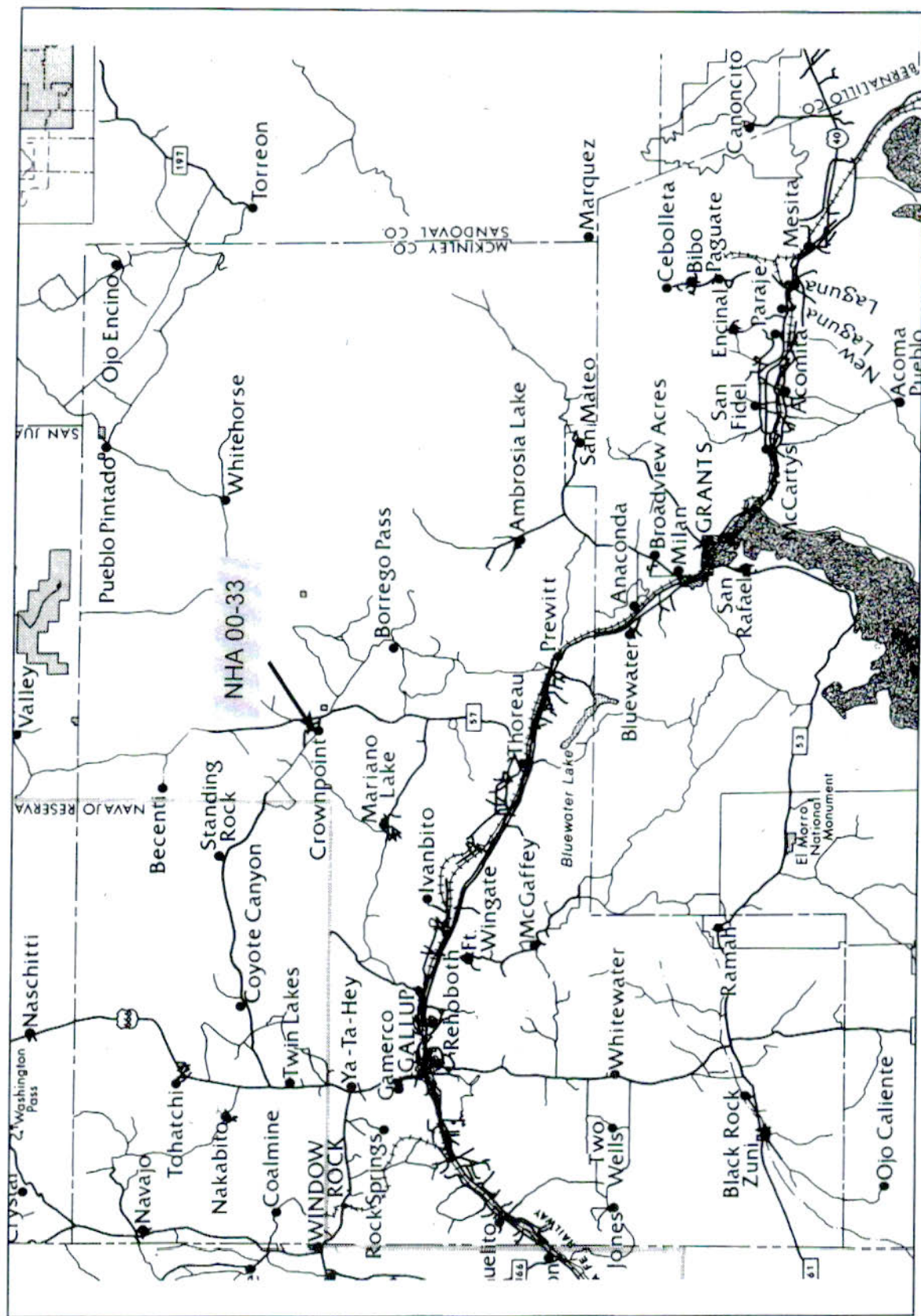


Figure 1. General project location of NHA 00-33, *An Archaeological Survey of a Proposed Housing Development for the Crownpoint Institute of Technology in Crownpoint, McKinley County, New Mexico* (after Goodman [1982]).



## Appendix A Proposed Guidelines for Treatment of Discovery Situations.

In all discovery situations the existing ground surface in the vicinity of the discovery will be mapped to show the relationship of the discovery to the project area, topographic features, cultural features, and surface artifacts. The map will be prepared using, at a minimum, a compass and measuring tape; at the option of the archaeologist, a transit, a plane table and alidade, or other surveying equipment may be used. Beyond that, specific types of features will be treated as follows.

**Ash Stains:** The location will be mapped, the feature will be profiled and photographed, and charcoal fragments will be collected for radiocarbon dating. If it appears that the feature can be dated through radiocarbon analysis, archaeomagnetism, artifacts, or stratigraphy, and if the ash stain is dense enough and dark enough to be likely to yield botanical remains, a flotation sample will be taken and analyzed. At the discretion of the archaeologist, in consultation with NNHPD, radiocarbon samples will be analyzed.

**Hearths:** The location will be mapped, and the feature will be profiled and photographed, and charcoal fragments will be collected for radiocarbon dating. If it appears that the feature can be dated through radiocarbon analysis, archaeomagnetism, artifacts, or stratigraphy, and if the ash stain is dense enough and dark enough to be likely to yield botanical remains, a flotation sample will be collected and analyzed. Since burning destroys pollen, no pollen samples will be taken from the hearths. At the discretion of the archaeologist, in consultation with NNHPD, radiocarbon samples will be analyzed.

**Middens:** The location will be mapped, and the feature will be profiled and photographed. Charcoal fragments will be collected for radiocarbon dating. Pollen and flotation samples will be collected and analyzed. If the natural stratigraphy is present in middens, samples will be collected according to natural stratigraphy, not from arbitrary levels. In order to recover data on the stratification of artifacts in the midden, at least one 1-by-1 -m column, located immediately adjacent to the area disturbed by construction, will be hand excavated in levels no greater than 10 cm thick, and all excavated fill will be screened through mesh no larger than 1/4 inch. Auger holes will be placed 2.5 to 5.0 m along the unexcavated portion of the Right-of-Way for a sufficient distance to define the boundary of the midden and ascertain whether or not additional features are present. Because middens are generally associated with substantial occupations and other features, consultation with the NNHPD, the BIA, and the SHPO will be required after the initial recording has been completed.

**Pit Houses and Buried Surface Structures (Pueblos and Field Houses):** The location will be mapped and the feature exposure will be profiled and photographed. Charcoal fragments and any wood samples will be collected for radiocarbon or dendrochronological analysis. Charcoal and wood samples of adequate size and quality will be



submitted for dendrochronological analysis; charcoal will be radiologically analyzed only if the feature cannot be dated by other means. Pollen and flotation samples will be taken from the floor, subfloor pits, hearths, and other appropriate contexts, and will be analyzed.

Auger holes will be placed every 1.5 to 5.0 m along the unexcavated portion of the Right-of-Way for a sufficient distance to define the boundary of the feature and ascertain whether or not additional features are present. Because dwellings usually have substantial amounts of significant information, and because they are usually associated with other features, consultation with the NNHPD, the BIA, and the SHPO will be required after the initial recording has been completed. In general, however, additional excavation of these types of features is likely to sustain additional damage from erosion, additional construction, or maintenance.

**Prehistoric Burials:** Prehistoric burials will be completely excavated, mapped, profiled and photographed. Charcoal, pollen, and flotation samples will be collected as appropriate from the burials and associated artifacts and features. Charcoal will be submitted for analysis if the burial cannot be dated by other means. Pollen and flotation samples will be analyzed, along with skeletal remains and artifacts.

**Historic and Undated Graves:** The Navajo Nation burial policy will be followed in these cases. Except for items associated with burials and graves, all materials recovered from discovery situations will be curated by the NNAD for the Navajo Tribal Museum. Human remains and grave goods will be treated in accordance with the Navajo Nation policy on burials and human remains.



ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)

1. HPD REPORT NO: HPD 98-661.2		2. (FOR HPD USE ONLY)		3. RECIPIENT'S ACCESSION NO.	
4. TITLE OF REPORT: A Cultural Resource Inventory of the Crownpoint Institute of Technology Tract, Crownpoint Chapter, McKinley County, New Mexico Author (s): Maxine L. Yazzie				5. FIELDWORK DATES August 7, 9, 10, 2001 and February 15, 2002	
				6. REPORT DATES February 21, 2002	
7. CONSULTANT NAME AND ADDRESS: Gen'l Charge: Denise R. E. Copeland, Archaeologist III Org. Name: Capital Improvement Office Org. Address: P.O. Box 2150 Shiprock, New Mexico 87420 Phone: (505) 368-1059				8. PERMIT NO.  NTC	
				9. CONSULTANT REPORT NO.  DCD1 98-078	
10. SPONSOR NAME AND ADDRESS Ind. Responsible: Mr. Leon Porter, Special Projects Director Org. Address: P. O. Box 849 Crownpoint, New Mexico 87313 Phone: (505) 786-4108				11. SPONSOR PROJECT NO.  N/A	
				12. AREA OF EFFECT <u>60.00</u> ac AREA SURVEYED <u>48.98</u> ac	
13. LOCATION (MAP ATTACHED)					
a. Agency: <u>Eastern</u> e. UTM: Zone <u>12</u> 1/N 39 53 580 E 758 300 2/N 39 52 580 E 758 380 3/N 39 52 660 E 758 400 4/N 39 52 640 E 757 960 5/N 39 52 920 E 757 840 6/N 39 53 200 E 758 100 b. Chapter: <u>Crownpoint</u> f. Land Owner/User Name: <u>Tribal Trust</u> c. County: <u>McKinley</u> g. Area: T 17 N, R 12 W SE 1/4 of Sec. 19 NMPM d. State: <u>New Mexico</u> h. 7.5' Map Name(s): <u>Crownpoint, New Mexico 1963</u>					
14. REPORT /x/ OR SUMMARY (REPORT ATTACHED) // OR PRELIMINARY REPORT //					
a. <b>Description of Undertaking:</b> The undertaking consists of a major renovation of the existing dormitory and for future development on the C.I.T. campus. Ground disturbing activities will include house construction and the installation of utilities. BIA/NR is the lead agency for the project.  b. <b>Existing Data Review:</b> As part of this project, the archival data of the Navajo Nation Historic Preservation Department (NNHPD) in Window Rock were consulted. See Page 2.  c. <b>Area Environmental &amp; Cultural Setting:</b> The project area is located within the community of Crownpoint on the C.I.T. campus, which was established in 1986 and 60 acres had been withdrawn for the campus. Presently, most of the tract is developed with buildings, parking areas and sidewalks. Vegetation includes beeweed, Russian thistle, shadescale, snakeweed and various grasses.  d. <b>Field Methods:</b> Mr. Leon Porter, special projects Director, supplied the author the project map. The investigation was conducted by (100%) Class III level pedestrian inventory of transects spaced 15 m apart. A total of ca. 48.98 acres was inventoried. Ms. Arlene Arviso, Chapter Coordinator, was interviewed about TCP's and none were identified within or near the area.					
15. CULTURAL RESOURCE FINDINGS:					
a. <b>Location/Identification of Each Value:</b> See attached page 2 for descriptions.  b. <b>Evaluation of Significance of Each Value (above):</b> In-use areas 1-11 are less than 100 years old and do not meet the 50 year guideline for inclusion into the National Register of Historic Places. No historic properties were found.					
16. MANAGEMENT SUMMARY (Recommendations): Notice to proceed is recommended.					
17. CERTIFICATION:					
SIGNATURE: <u>Maxine L. Yazzie</u> Date: <u>February 21, 2002</u> General Charge Name: Maxine L. Yazzie  SIGNATURE: <u>Denise R. E. Copeland</u> Date: <u>February 21, 2002</u> Review by Name: Denise R. E. Copeland					

MAR 2002



# ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)

1. HPD REPORT NO.	2. (FOR HPD USE ONLY)	3. RECIPIENTS NO
4. TITLE OF REPORT: A Cultural Resources Inventory of approximately 23.90 acres of land for the Proposed Navajo Technical University Campus in Crownpoint, McKinley County, New Mexico.		5 FIELD WORK DATES 12-17-2018 thru 2-12-19
Author: Genevieve Pino		6. REPORT DATE 2-13-2019
7. CONSULTANT NAME AND ADDRESS: Gen'l Charge: Genevieve Pino Org. Name: Org. Address: P.O. Box 6235 Gallup, New Mexico 87305		8. Permit No. B18883
Phone: (505) 495-9488		9. Consultant Report No GP-18-148
10. SPONSOR NAME AND ADDRESS: Ind. Responsible: Jason K. Arviso, Director of Information Technology Org. Address: Navajo Technical University PO Box 849 Crownpoint, New Mexico 87313		11. SPONSOR PROJECT NO.
Phone: (505) 786-4193 Fax: (505) 786-5644		12. AREA OF EFFECT: 23.90 ac (9.6 ha) AREA SURVEYED: 29.00 ac (11.75 ha)

## 13. LOCATION (MAP ATTACHED)

- |                                     |   |
|-------------------------------------|---|
| a. Chapter: Crownpoint              | f. UTM Center: Zone 12 P1-3953318N 758329E, P2-3953323N 758669E<br>P3-3952823N 758395E, P4-3952822N 758341E |
| b. Agency: Eastern                  |   |
| c. County: McKinley                 |   |
| d. State: New Mexico                | g. Area. T. 17N, R.12W, W1/2 of Sec. 20   |
| e. Land Status: Navajo Tribal Trust | h. 7.5 Map Name (s) Crownpoint, N.Mex., 1963  |

## 14. REPORT OR SUMMARY (REPORT ATTACHED) //

a. Description of Undertaking: The Navajo Technical University proposes an expansion of Navajo Technical University Campus in Crownpoint, McKinley County, New Mexico (Figure 1). The proposed Navajo Technical University Campus area measures 1,631.36 ft (497 m) x 1,109.71 ft (338 m) x 1,871.14 (570 m) x 178.43 ft (54 m). The total area of effect equals approximately 1,041,084 sq ft (96,716 sq m) or 23.90 ac (9.6 ha). Ground disturbance, both surface and subsurface, is expected to be intensive and extensive from the use of heavy equipment. The lead agency for the proposed undertaking is the Bureau of Indian Affairs-Navajo Area Office.

b. Existing Data Review: A check of NNHPD archival records indicates that three archaeological survey projects HPD 82-450, NTM 88-642 & HPD 94-359 have been conducted, but no archaeological site has been recorded, within an approximate 100 m radius of the current project area.

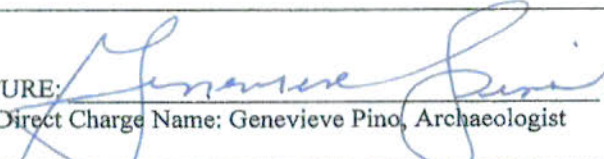
c. Area Environmental & Cultural Setting: The project area is situated along a rocky hill. The elevations range between 6924 ft (2110 m) and 6987 ft (2130 m) above mean sea level. Vegetation consists of juniper, pinion, rabbitbrush, snakeweed, cactus and small seasonals. The surface sediment is aeolian sand. The nearest water source is an unnamed drainage, which runs along the northeastern edge of the project area. The surrounding area has been heavily impacted by existing dirt/paved road, walking trail, nearby schools, housing, tribal buildings and natural erosion.

d. Field Methods: A Class III pedestrian survey was conducted by walking parallel linear transects spaced 15 m (45 ft) covering the project area. The total area surveyed representing the defined APE plus a 50 ft wide cultural buffer zone around the Navajo Technical University Campus area equaled approximately 1,263,240 sq ft (117,354.99 sq m) or 29 ac (11.75 ha). Also as part of the cultural resources inventory, notes were taken of environmental setting and short interviews were conducted regarding age of the isolated occurrences (IOs) and whether or not blessed structures/features were present.

15. CULTURAL RESOURCES FINDINGS: No archaeological sites, Traditional Cultural Properties or in-use areas were encountered during the survey, however, 20 isolated occurrences were noted.

- a. Location/Identification of Each Resource: See Supplement Sheet  
b. Evaluation of Significance of Each Resource: (above): See Supplement Sheet

16. MANAGEMENT SUMMARY (RECOMMENDATION): A determination of "historic properties affected" is recommended for the proposed undertaking.

17. CERTIFICATION: SIGNATURE:  DATE: 2-13-19  
General/Direct Charge Name: Genevieve Pino, Archaeologist



15. CULTURAL RESOURCES FINDINGS: No archaeological sites, Traditional Cultural Properties or in-use areas were encountered during the survey, however, twenty isolated occurrences were noted.

Location/Identification of Each Resource: IO 1 (3952882N 758339E), IO 3 (3952958N 758442E), IO 6 (3953152N 758502E), IO 11 (3952959N 758353E), IO 12 (3953071N 758404E), IO 13 (3953164N 758410E) and IO 19 (3953192N 758340E) are all small rock cairns. IO 2 (3952927N 758418E), IO 7 (3953219N 758520E), IO 9 (3953172N 758480E) and IO 10 (3953200N 758462E) are party/sitting areas littered with alcoholic beverage bottles, soda bottles, beer cans, soda bottles, plastic cups, cigarette butts, food cans, assorted colored glass fragments, burnt wood, metal chairs and rock benches. IOs 4 (3952988N 758482E) is a trash dump consisting of glass fragments, food cans, discarded house hold items, automobile parts, metal burnt wood and ash/charcoal. IO 5 (3953000N 758453E) and IO 8 (3953320N 758562E) are recent hearths. IO 14 (3953218N 758481E), IO 15 (3953286N 758497E), IO 16 (3953297N 758487E) and IO 17 (3953290E 758498E) are small fire-reddened rock scatters. IO 18 (3953208N 758368E) is a rock/bench alignment and IO 20 (3953322N 758520E) is a metal exercise bench

b. Evaluation of Significance of Each Resources: All of the IOs lack integrity and their research potential has been exhausted by this recording, therefore they are not considered to be Register eligible under 36 CFR 60.4. The IOs are less than 100 years old and therefore do not meet the definition of archaeological resources as required for protection under ARPA. None of the IOs possess sacred or religious qualities that would make it eligible for protection under AIRFA, as each person interview indicated no blessed structures are present. The interviewees also indicated that area is used as a party place, a walking/running trail and that the rock cairns are constructed by students/walkers.









COPY @ 3/12/19

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:

☒ GP

NNHPD NO.: **HPD-19-077**

OTHER PROJECT NO.: **GP-18-148**

PROJECT TITLE: A Cultural Resources Inventory of approximately 23.90 acres of land for the Proposed Navajo Technical University Campus in Crownpoint, McKinley County, New Mexico.

LEAD AGENCY: Bureau of Indian Affairs/Navajo Region

SPONSOR: Jason K. Arviso, Director of Information Technology, Navajo Technical University,  
P.O. Box 849, Crownpoint, New Mexico 87313

PROJECT DESCRIPTION: The proposed undertaking is the expansion of the Navajo Technical University Campus in Crownpoint, McKinley County, New Mexico. The proposed NTU Campus area measures 1,631.36 ft (497m) x 1,109.71 ft (338m) x 1,871.14 ft (570m) x 178.43 ft (54m). The total area of effect equals approximately 1,041,084 sq. ft (96,716 sq. m) or 23.90 ac (9.6 ha). Ground disturbance, both surface and subsurface, is expected to be intensive and extensive with the use of heavy equipment.

LAND STATUS: Tribal Trust Land  
CHAPTER: Crownpoint

LOCATION: T. 17 N., R. 12 W- Sec. 20; Crownpoint Quadrangle, McKinley County, New Mexico  
1963  
NMPM

UTM CENTER: 758329m E 3953318m N P1 NNAD 83/Zone 12  
758669m E 3953323m N P2 NNAD 83/Zone 12  
758395m E 3352823m N P3 NNAD 83/Zone 12  
758341m E 3952822m N P4 NNAD 83/Zone 12

PROJECT ARCHAEOLOGIST: Genevieve Pino  
NAVAJO ANTIQUITIES PERMIT NO.: B19883  
DATE INSPECTED: 12/17/18 - 01/12/19  
DATE OF REPORT: 02/13/19  
TOTAL ACREAGE INSPECTED: 29.00 - ac  
METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart.  
LIST OF CULTURAL RESOURCES FOUND: (20) Isolated Occurrences (IO)  
LIST OF ELIGIBLE PROPERTIES: None  
LIST OF NON-ELIGIBLE PROPERTIES: (20) Isolated Occurrences (IO)  
LIST OF ARCHAEOLOGICAL RESOURCES: 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: Olsen John  
FINALIZED: March 5, 2019  
Notification to Proceed  
Recommended

Conditions

☒ Yes ☐ No

☐ Yes ☒ No

Navajo Region Approval

*[Signature]* 3/7/2019

*[Signature]*  
Richard M. Begay, Dept. Mgr./THPO  
The Navajo Nation  
Heritage & Historic Preservation Department

Date

03/06/19

☒ Yes ☐ No

*[Signature]*  
BIA - Navajo Regional Office

Date

3/8/19

-DOCUMENT IS VOID IF ALTERED-



CULTURAL RESOURCES COMPLIANCE FORM  
HISTORIC PRESERVATION DEPARTMENT  
PO BOX 4950  
WINDOW ROCK, ARIZONA 86515

*File*  
*4/1/02*

ROUTING: COPIES TO  
NM SHPO  
XX REAL PROPERTY MGT/330  
XX DCD1

NNHPD NO. HPD-98-661.2  
OTHER PROJECT NO. \_\_\_\_\_  
DCD1 98-078

PROJECT TITLE: A Cultural Resource Inventory of the Crownpoint Institute of Technology Tract, Crownpoint, Chapter, McKinley County, New Mexico

LEAD AGENCY: BIA/NR

SPONSOR: Leon Porter, Special Projects Director, PO Box 849, Crownpoint, New Mexico 87313

PROJECT DESCRIPTION: The proposed undertaking will involve major renovation of an existing dormitory and the future development of the C.I.T. campus. Activities will include construction of a building and the installation of utilities. Ground disturbance will be intensive and extensive.

LAND STATUS: Tribal Trust

CHAPTER: **Crownpoint**

LOCATION: T17N, R12W, Sec 19; Crownpoint Quad, McKinley County, New Mexico NMPM

PROJECT ARCHAEOLOGIST: Maxine L. Yazzie  
NAVAJO ANTIQUITIES PERMIT NO.: NTC

DATE INSPECTED: 08/07, 09, 10/01 & 02/15/02

DATE OF REPORT: 02/21/02

TOTAL ACREAGE INSPECTED: 48.98 ac

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart.

LIST OF CULTURAL RESOURCES FOUND:	(11) In-Use Areas
LIST OF ELIGIBLE PROPERTIES:	None
LIST OF NON-ELIGIBLE PROPERTIES:	(11) In-Use Areas
LIST OF ARCHAEOLOGICAL RESOURCES:	None

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties will be 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) 871-7132.

FORM PREPARED BY: Tamara Billie  
FINALIZED: March 20, 2002

Notification to  
Proceed Recommended:  
Conditions:

Yes XX No      
Yes     No XX

*Charles Murphy*  
Alan S. Downer  
Navajo Nation Historic Preservation Officer

3-21-02  
Date

Navajo Region Approval:

Yes p No    

DEPUTY Regional Director

3-21-02  
Date



CULTURAL RESOURCES COMPLIANCE FORM  
NAVAJO HOUSING AUTHORITY  
PO BOX 4980  
WINDOW ROCK, ARIZONA 86515

*File*  
*5/24/1*

ROUTING: COPIES TO

☒ NNHPO  
☒ REAL PROPERTY MGT/330  
☒ NHA  
☒ NVAO

NNHPD NO. HPD-98-661.1  
OTHER PROJECT NO.  
NHA 00-33

PROJECT TITLE: *An Archaeological Survey of a Proposed Housing Development for the Crownpoint Institute of Technology in Crownpoint, McKinley County, New Mexico*

LEAD AGENCY: *The U. S. Housing and Urban Development*

SPONSOR: *The NHA Construction Services Division P.O. Box 1579, Fort Defiance, Arizona 86504*

PROJECT DESCRIPTION: The proposed undertaking will involve the construction of student and faculty housing units, including a parking area and all associated facilities and utilities. Ground disturbance associated with the proposed undertaking will be intensive and extensive with the use of heavy equipment

LAND STATUS: Navajo Tribal Trust  
CHAPTER: *Crownpoint*  
LOCATION: T17N, R12W, Section 19, McKinley County, New Mexico

PROJECT ARCHAEOLOGIST: *Alfred Livingston*  
NAVAJO ANTIQUITIES PERMIT NO.: B000110

DATE INSPECTED: *April 12, 2000*  
DATE OF REPORT: April 19, 2000  
TOTAL ACREAGE INSPECTED: 8.5

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15m apart.

LIST OF CULTURAL RESOURCES FOUND:	<i>Two Isolated Occurrences (10s)</i>
LIST OF ELIGIBLE PROPERTIES:	None
LIST OF NON-ELIGIBLE PROPERTIES:	<i>2 10s</i>
LIST OF ARCHAEOLOGICAL RESOURCES:	None


EFFECT/CONDITIONS OF COMPLIANCE: *No historic properties affected.* Pursuant to 36 CFR 800.4(d), a copy of this form and the report have been provided to the NNHPD notifying them that no properties were found.

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 (520)-871-7132.

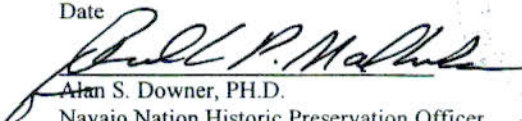
FORM PREPARED BY: Rex Allen  
FINALIZED: April 26, 2000

Notification to  
Proceed Recommended: Yes XX No       
Conditions: Yes      No XX

N. N. H. P. D.  
Approval/Concurrence: Yes      No     

  
Tony Dayish, Director  
Navajo Housing Authority  
Construction Services Division

5-1-2000  
Date

  
Alan S. Downer, PH.D.  
Navajo Nation Historic Preservation Officer

5-23-00  
Date

RECEIVED  
MAY 8 2000  
H. P. D.  
CRCS



**14. REPORT /x/ OR SUMMARY (REPORT ATTACHED) // OR PRELIMINARY REPORT //**

**b. Existing Data Review: (continued)** Previously completed projects within 1 km (.6 mi) of the project area include HPD #'s: 64-12, 70-3.1, 79-22, 80-319, 80-138, 80-319, 82-184, 82-450, 82-450.1, 83-120, 83-269, 83-441, 84-154, 85-76, 85-184, 85-642, 86-28, 86-301, 88-48, 88-483, 88-642, 89-109, 89-216, 90-17, 90-613, 91-085, 91-086, 92-74, 92-721, 94-074, 94-359, 96-684, 96-747, 98-661, 98-661.1, and 00-144. The sites within 1 km (.6 mi) include: NM-Q-23-26, NM-Q-23-27, NM-Q-23-28, NM-Q-23-29, NM-Q-23-41, NM-Q-23-51, NM-Q-23-54, LA 10771, LA 32516, LA 32517, LA 32518, LA 69109, and LA 69110

**d. Description of Undertaking: (continued)** The C.I.T. Campus tract has been inventoried for cultural resources by three projects (see attached table) by the author, for married students housing (98-661) Mr. Alfred Livingston, of NHA, for additional housing (98-661.1) and the current project. Projects 98-661 and 98-661.1 had an overlap of about 1.93 acres. The current project inventoried 48.98 acres.

Project Name	Project No.	Acres
Married Students Housing	98.661	2.52
NHA Housing	98.661.1	8.50
Current Project	98.661.2	48.98
Total		60.00

**15. CULTURAL RESOURCE FINDINGS: (Continued)**

**a. Location/Identification of Each Value:**

Cultural Resource	Date	Description
A/Student Family Housing	2000	Brick building.
B/Student Residence	1988	Brick building.
C/Faculty Housing	1987	Brick building.
D/Classrooms (17)	1987	Metal buildings.
E/Dining Room/Multi Purpose Room	1987	Stucco building.
F/Library	2000	Metal building.
G/Child care center	2000	Stucco building.
H/Classrooms	1990	Metal building.
I/Physical plant	1987	Metal building.
J/NN Scholarship Office	1999	Metal building.
K/Warehouse	1989	Metal building.



CULTURAL RESOURCES COMPLIANCE FORM  
HISTORIC PRESERVATION DEPARTMENT  
P O BOX 4950  
WINDOW ROCK, ARIZONA 86515

file  
10-9-98  
gd

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NM SHPO  
XX REAL PROPERTY MGT/330  
XX CIPD

NNHPD NO. HPD-98-661  
OTHER PROJECT NO.

DCD1 98-078

PROJECT TITLE: Cultural Resource Inventory of a Residential Tract for the Crownpoint Institute of Technology, Crownpoint Chapter, McKinley County, New Mexico

LEAD AGENCY: BIA/NAO

SPONSOR: Steven Chischilly, P O Box 2084, Crownpoint, New Mexico 87313

PROJECT DESCRIPTION: The proposed undertaking will involve the construction of residential housing for married students and CIT faculty, parking areas, and utilities with all associated facilities within the surveyed lease area. Ground disturbance will be intensive and extensive.

LAND STATUS: Tribal Trust

CHAPTER: Crownpoint

LOCATION: T17N, R12W, SE/4 Section 19; McKinley County, New Mexico NMPM&B

PROJECT ARCHAEOLOGIST: Maxine Yazzie

NAVAJO ANTIQUITIES PERMIT NO.: Navajo Nation Code (19 N.N.C. 1001 § 302 et seq.)

DATE INSPECTED: 7/30/98

DATE OF REPORT: 8/28/98

TOTAL ACREAGE INSPECTED: 2.52

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart.

LIST OF CULTURAL RESOURCES FOUND:	None
LIST OF ELIGIBLE PROPERTIES:	None
LIST OF NON-ELIGIBLE PROPERTIES:	None
LIST OF ARCHAEOLOGICAL RESOURCES:	None

EFFECT/CONDITIONS OF COMPLIANCE: No properties were located.

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 (520) 871-7132.

FORM PREPARED BY: James Dryer

FINALIZED: September 28, 1998

Notification to  
Proceed Recommended:  
Conditions:

Yes XX No      
Yes     No XX

Alan S. Downer  
Navajo Nation Historic Preservation Officer  
Date 9-28-98

Agency Approval:

Yes X No    

ACTING James Russell  
Area Director

Date 9/29/98

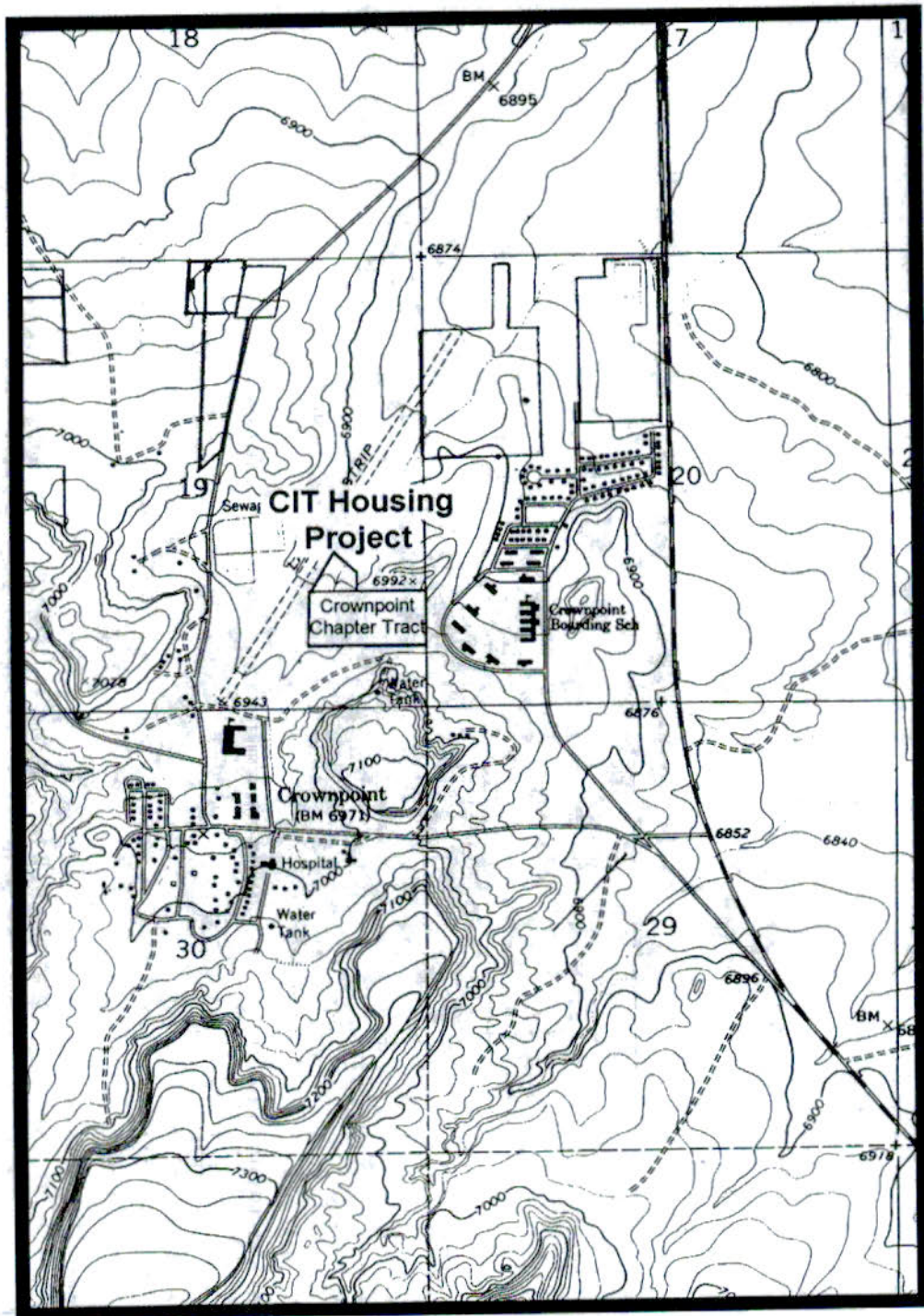


ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)

1. HPD REPORT NO: <u>HPD-98-661</u>		2. (FOR HPD USE ONLY)		3. RECIPIENT'S ACCESSION NO.	
4. TITLE OF REPORT: A Cultural Resource Inventory of a Residential Tract for the Crownpoint Institute of Technology, Crownpoint Chapter, McKinley County, New Mexico Author(s): Maxine L. Yazzie				5. FIELDWORK DATES July 30, 1998	
				6. REPORT DATES August 28, 1998	
7. CONSULTANT NAME AND ADDRESS: Gen'l Charge: Denise R.E. Copeland, Archaeologist III Phone: (505) 368-1059 Org. Name: Capital Improvement Department Org. Address: P.O. Box 2130 Shiprock, New Mexico 87420				8. PERMIT NO. NTC	
				9. CONSULTANT REPORT NO. DCD1 98-078	
10. SPONSOR NAME AND ADDRESS Ind. Responsible: Mr. Steven Chischilly Phone (505) 786-5188 Org. Name: Org. Address: P. O. Box 2084 Crownpoint, New Mexico 87313				11. SPONSOR PROJECT NO. N/A	
				12. AREA OF EFFECT <u>2.52</u> ac AREA SURVEYED <u>2.52</u> ac	
13. LOCATION (MAP ATTACHED):					
a. Chapter: <u>Crownpoint</u>		e. UTM Center: Zone <u>12</u> N <u>3 9 52 680</u> E <u>7 58 100</u>			
b. Agency: <u>Eastern</u>		f. Land Owner/User Name: <u>Tribal Trust</u>			
c. County: <u>McKinley</u>		g. Area: T <u>17 N</u> , R <u>12 W</u> , SW <u>1/4</u> , NE <u>1/4</u> , SE <u>1/4</u> of Sec. <u>19</u> NMPM			
d. State: <u>New Mexico</u>		h. 7.5' Map Name(s): <u>Crownpoint, New Mexico 1963</u>			
14. REPORT /x/ OR SUMMARY (REPORT ATTACHED) // OR PRELIMINARY REPORT //					
a. Description of Undertaking: The undertaking consists of construction of residential housing for the CIT married students and faculty families. Ground disturbing activities will include housing construction, paving, parking areas, and the installation of all utilities.					
b. Existing Data Review: As part of this project, the archival data of the Navajo Nation Historic Preservation Dept. (NNHPD) in Window Rock were consulted. Twenty-eight projects and 11 sites were identified within 1 km (.6 mi) of the project area. The completed projects include: HPD# 64-12, 70-3.1, 79-22, 80-138, 80-319, 82-184, 82-450, 82-450.1, 83-269, 83-420, 83-441, 84-154, 85-76, 85-184, 85-642, 86-28, 86-301, 88-48, 88-483, 88-642, 89-109, 89-216, 90-613, 91-085, 91-086, 92-74, 92-721, & 94-074. The sites include: NM-Q-23-26, NM-Q-23-27, NM-Q-23-28, NM-Q-23-29, NM-Q-23-54, LA 10771, 32516, 32517, 32518, 69109 & 69110.					
c. Area Environmental & Cultural Setting: The project area is a vacant area located within the community of Crownpoint, on the west edge of the Crownpoint Institute of Technology campus. The west edge is bounded by NHA Housing, the south, by an earthen dam and the eastern edge has a paved street. The area is disturbed by recent refuse as well as foot trails running through. The elevation of the area is 6900 ft. Vegetation in the area include four-winged saltbush, grasses, and snakeweed.					
d. Field Methods: Mr. Steve Chischilly of CIT, showed the area to the author. The area was inventoried using a Class III (100%) level pedestrian inventory with transects spaced 15 m apart. The entire CIT campus had been legally surveyed by Navajo Land Office in 1976 and the current project area was measured out from the SE corner of the campus tract with a 100 m measuring tape and a hand held Suunto compass by Denise Copeland, Mr. Chischilly, and the author. The chapter officials, Rosemary Silversmith, Secretary/Treasurer and Arlene Arviso, CSC, were interviewed about TCPs and none were identified in or near the project area.					
15. CULTURAL RESOURCE FINDINGS:					
a. Location/Identification of Each Value: None					
b. Evaluation of Significance of Each Value (above): None					
16. MANAGEMENT SUMMARY (Recommendations): Notice to proceed is recommended.					
17. CERTIFICATION:					
SIGNATURE: <u>Maxine L. Yazzie</u>		Date: <u>8/28/98</u>			
General Charge Name: Maxine L. Yazzie					
SIGNATURE: <u>Denise R.E. Copeland</u>		Date: <u>8/28/98</u>			
Review by Name: Denise R.E. Copeland					







**Figure 1:** Specific location of the CIT Residential Tract. Map is U.S.G.S quad map Crownpoint, New Mexico 1963. DCD1 98-078.



CROWNPOINT RESIDENTIAL SKILL CENTER

A PARCEL OF LAND SITUATED IN THE EAST HALF (E/2) OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 12 WEST, NEW MEXICO PRINCIPAL MERIDIAN AT CROWNPOINT, MCKINLEY COUNTY, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southeast Corner of said Section 19;

THENCE on the Easterly Line thereof run N 00° 08' 52" E, 1320.00 feet to the Point of Beginning, said Point of Beginning being situated in the Northerly Line of the Crownpoint Chapter House Tract;

THENCE on last said line and, on an extension thereof, N 89° 51' 08" W, 1362.09 feet to the Easterly Line of the Crownpoint Hosp. Tract;

THENCE on last said line N 00° 17' 21" E, 2.39 feet;

THENCE continuing on last said line N 26° 17' 18" W, 955.51 feet to the Southeasterly Line of Navajo Route No. 104 (Public Housing Authority Site "S" Access Road);

THENCE on last said line run the next following five (5) courses;

(1) On the arc of a curve concave to the Northwesterly and having a radius of 858.51 feet, run a chord distance of 387.39 feet, the bearing of said chord being N 58° 49' 25" E;

(2) THENCE N 45° 47' 05" E, 601.47 feet;

(3) THENCE on the arc of a curve concave to the Northwesterly and having a radius of 1949.86 feet, run a chord distance of 605.99 feet, the bearing of last said chord being N 36° 50' 42" E;

(4) THENCE N 27° 54' 20" E, 697.89 feet;

(5) THENCE on the arc of a curve concave to the Northwesterly and having a radius of 994.93 feet, run a chord distance of 430.17 feet, the bearing of last said chord being N 15° 25' 15" E;

THENCE S 89° 48' 10" E, 226.07 feet to the Easterly Line of said section 19;

THENCE on last said line S 00° 08' 52" W, 2998.18 feet to the Point of Beginning.

Being 69.22 acres, more or less in area.



## CROWNPOINT RESIDENTIAL SKILL CENTER

A PARCEL OF LAND SITUATED IN THE EAST HALF (E/2) OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 12 WEST, NEW MEXICO PRINCIPAL MERIDIAN AT CROWNPOINT, MCKINLEY COUNTY, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southeast Corner of said Section 19;

THENCE on the Easterly Line thereof run N 00° 08' 52" E, 1320.00 feet to the Point of Beginning, said Point of Beginning being situated in the Northerly Line of the Crownpoint Chapter House Tract;

THENCE on last said line and, on an extension thereof, N 89° 51' 08" W, 1362.09 feet to the Easterly Line of the Crownpoint Hosp. Tract;

THENCE on last said line N 00° 17' 21" E, 2.39 feet;

THENCE continuing on last said line N 26° 17' 18" W, 955.51 feet to the Southeasterly Line of Navajo Route No. 104 (Public Housing Authority Site "S" Access Road);

THENCE on last said line run the next following five (5) courses;

(1) On the arc of a curve concave to the Northwesternly and having a radius of 858.51 feet, run a chord distance of 387.39 feet, the bearing of said chord being N 58° 49' 25" E;

(2) THENCE N 45° 47' 05" E, 601.47 feet;

(3) THENCE on the arc of a curve concave to the Northwesternly and having a radius of 1949.86 feet, run a chord distance of 605.99 feet, the bearing of last said chord being N 36° 50' 42" E;

(4) THENCE N 27° 54' 20" E, 697.89 feet;

(5) THENCE on the arc of a curve concave to the Northwesternly and having a radius of 994.93 feet, run a chord distance of 430.17 feet, the bearing of last said chord being N 15° 25' 15" E;

THENCE S 89° 48' 10" E, 226.07 feet to the Easterly Line of said section 19;

THENCE on last said line S 00° 08' 52" W, 2998.18 feet to the Point of Beginning.

Being 69.22 acres, more or less in area.

791-519-91

RECORDED  
91 OCT 22 PM 1:34  
COUNTY RECORDS  
ALBUQUERQUE, N. MEX.







[illegible]

CROWNPOINT RESIDENTIAL SKILL CENTER

6000AC 1

1172, SEC 19, 117N, R12W, h 41 + m

L. KROWCZYNSKI, M. MANN & T. COMPTON, *Eds*[illegible]

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87	87	87	87	87
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**Figure 1**

Diagram illustrating the experimental setup for measuring the effect of temperature on the rate of reaction between hydrogen peroxide and potassium iodide.

The diagram shows a test tube containing a mixture of hydrogen peroxide ( $\text{H}_2\text{O}_2$ ) and potassium iodide ( $\text{KI}$ ). The test tube is placed in a water bath at a specific temperature. A gas syringe is connected to the test tube to measure the volume of oxygen gas produced over time. The reaction is initiated by adding a catalyst (e.g., manganese(IV) oxide).

The diagram also includes a graph showing the volume of oxygen gas produced versus time. The curve starts at the origin and rises steeply, indicating a rapid initial rate of reaction, before leveling off as the reaction proceeds.

— 3 —

1.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$



PERMANENT FILE

ACJA-15-76

"B"

Class "B" Resolution  
No BIA Action Required.RESOLUTION OF THE  
ADVISORY COMMITTEE OF THE  
NAVAJO TRIBAL COUNCILWithdrawing Navajo Tribal Land for the Proposed  
Navajo Residential Skill Center in Crownpoint,  
Navajo Nation (New Mexico)

## WHEREAS:

1. The Office of Program Development of the Navajo Tribe is preparing an application for the construction of a residential skill center in the Navajo Nation to be submitted to the U.S. Department of Commerce, Economic Development Administration; and
2. The proposed site for the skill center is the Crownpoint Community, and the Crownpoint Chapter and Crownpoint Planning Board have passed a joint resolution recommending the withdrawal of Navajo Tribal Trust land for the residential skill center; and
3. The Office of Navajo Land Administration is making a certified survey of the proposed site; and
4. It is necessary that this land be withdrawn, subject to a certified survey in order to complete the application for the residential skill center; and
5. The Economic Development and Planning Committee of the Navajo Tribal Council has recommended to the Advisory Committee of the Navajo Tribal Council that the proposed site be withdrawn for the residential skill center.

## NOW THEREFORE BE IT RESOLVED THAT:

1. The Advisory Committee of the Navajo Tribal Council hereby withdraws 40 to 60 acres of Navajo Tribal Trust land pending a certified survey at Crownpoint, Navajo Nation (New Mexico), for the Navajo Residential Skill Center, as approximated below:

A parcel of land situated in the southeast (SE)  
Quarter of Section 19, Township 17 North, Range  
12 West, New Mexico Principal Meridian, McKinley  
County, New Mexico.



2. The Advisory Committee of the Navajo Tribal Council further directs the Office of the Chairman and the Office of Program Development to do all essential work for the completion of the Economic Development Administration Public Works application.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 13 in favor and 0 opposed, this 21st day of January, 1976.

*Wilson C. Akut*

Vice Chairman  
Navajo Tribal Council

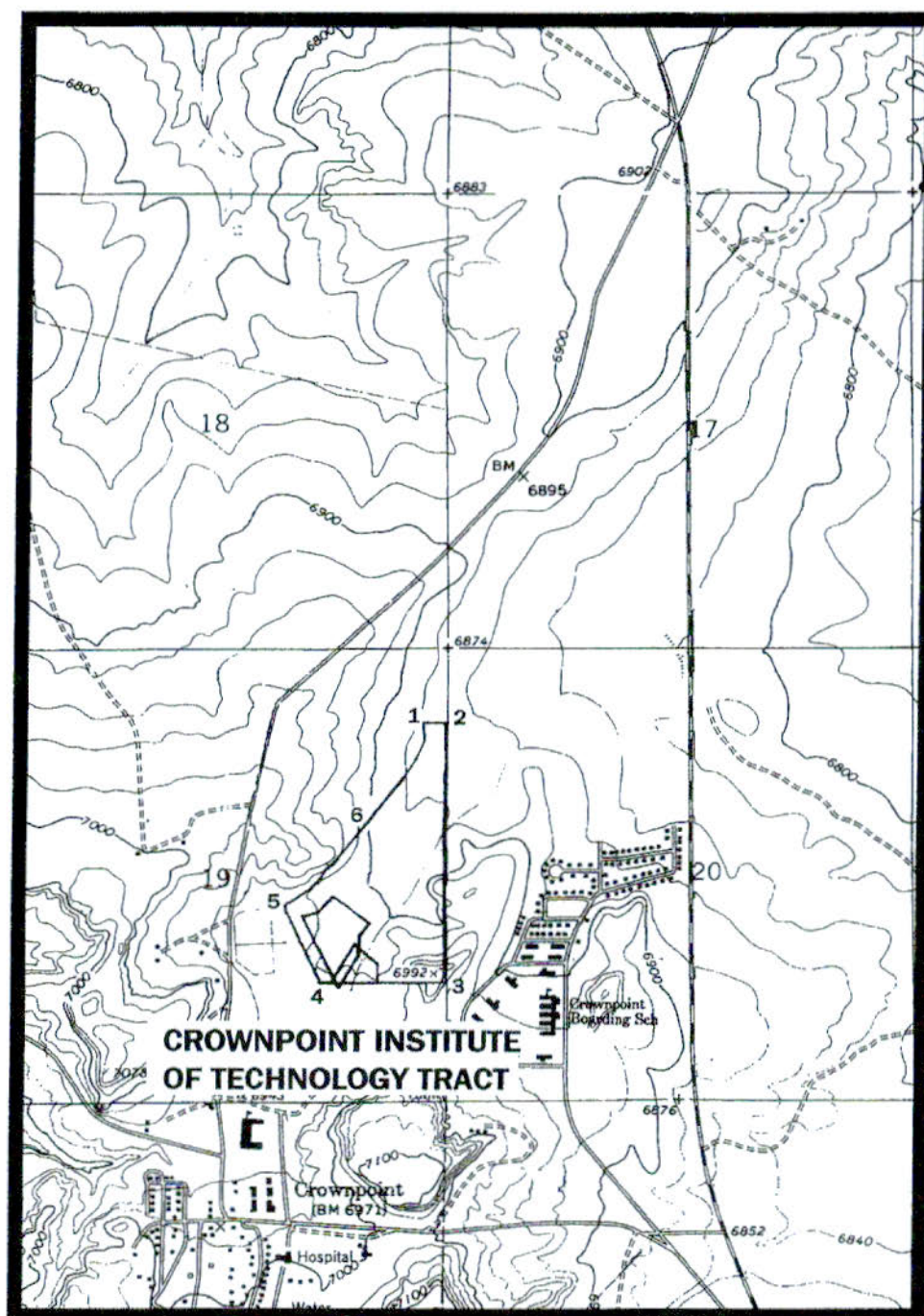












**Figure 1:** Specific location of the Crownpoint Institute of Technology Campus. Numbers are UTM Coordinate locations. Map is U.S.G.S. quad map Crownpoint, New Mexico 1963. DCD1 98.078.



**RUSSELL BEGAYE**  
President

**NAVAJO NATION  
CROWNPOINT CHAPTER**

**J ONATHAN NEZ**  
Vice President

Post Office Box 336  
Crownpoint, New Mexico 87313  
PHONE (505) 786-2130/2131  
FAX (505) 786-2136  
WEBSITE: [www.crownpoint.ndes.org](http://www.crownpoint.ndes.org)  
Email: [crownpoint@navajochapters.org](mailto:crownpoint@navajochapters.org)



**CHAPTER ADMINISTRATION**  
Aaron Edsitty, Community Services Coordinator  
Email: [aedsitty@navajochapters.org](mailto:aedsitty@navajochapters.org)  
Felicia John, Accounts Maintenance Specialist  
Email: [fjohn@navajochapters.org](mailto:fjohn@navajochapters.org)

**RITA CAPITAN**  
PRESIDENT

**LEONARD PERRY**  
VICE PRESIDENT

**HELEN MURPHY**  
SECRETARY/TREASURER

**JONATHAN PERRY**  
COUNCIL DELEGATE

**HERBERT ENRICO**  
LAND BOARD MEMBER

**RESOLUTION CPC 17-11-001**

**SUBJECT: Approving Support of and Recommending Navajo Technical University Be Permitted to withdraw 30 acres of Executive Order Land (17N-12W Section 20) for Faculty Housing. The land is located Northeast of Crownpoint Chapter. See Exhibit A**

**WHEREAS:**

1. The Crownpoint Chapter is certified as a local governmental unit of the Navajo Nation is Authorized by 2 N>T>C Section 4001 and 4028 (a) to review and promote matters that affect the local community and to make appropriate recommendations to the Navajo Nation, Federal, State, County, and Local agencies for consideration and/or approval; and
2. The Crownpoint Chapter is a recognized and certified Chapter authorized under Navajo Nation Code Title 26, Local Governance Act of 1998; and
3. By Resolution Cap-34-98, the Navajo Nation Council approved the "Local Governance Act" where the Navajo Nation delegated government authority to the Chapters for the Navajo Nation to address matters of local concerns with the Navajo Law, Custom and Tradition; and
4. The Navajo Technical University (NTU) has convened several meetings with Eastern Navajo Agency BIA, the Crownpoint Chapter, and the Crownpoint Community Land Use Planning Committee regarding NTU's desire to utilize 30 acres of Executive Order land (17N-12W Section 20) that could be permitted by the BIA. NTU plans to develop direly needed faculty housing on the tract of land that is adjacent to current NTU property identified on the Map of Exhibit "A"; and
5. The Crownpoint Chapter has reviewed this request, received an acknowledgement from the Crownpoint CLUP Committee, and finds the proposed use of the BIA land and the development there upon beneficial to the community of Crownpoint and surrounding areas.

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

1. The Crownpoint Chapter hereby supports and recommends the Navajo Technical University be permitted to withdraw 30 acres of BIA Executive Order land (17N-12W Section 20) for faculty housing; and further. See Exhibit A
2. Recommends various Navajo Nation tribal authorities assist and help through with the permitting of the subject land tract for NTU use.
3. The development would better serve the community of Crownpoint as well as the surrounding Chapters of Eastern Navajo Agency.



CERTIFICATION

WE, HERBY CERTIY THAT THE FOREGOING RESOLUTION was duly considered by the Crownpoint (Navajo Chapter), New Mexico at a duly called Regular Chapter meeting at which a quorum was present and the same was passed by a vote of 27 in favor 18 opposed, and 14 abstain on the 19 day of December, 2017.

Motion: Lydon Ellsworth Second: Shelia Begay

Rita Capitan  
Rita Capitan, President

Leonard Perry  
Leonard Perry, Vice President

Helen Murphy  
Helen Murphy, Secretary/Treasurer

Jonathan Perry  
Jonathan Perry, Council Delegate



**RESOLUTION OF THE  
EASTERN NAVAJO LAND COMMISSION**

**Approving of and Supporting the Withdrawal of 30 Acres of Executive Order 1359  
Land Located in Crownpoint, NM for Navajo Technical University Faculty  
Housing and other Educational Facilities and Respectfully Requesting  
the Bureau of Indian Affairs to Issue a Use Permit**

**WHEREAS:**

1. Pursuant to 2 NNC Section 861 (B) (3), The Eastern Navajo Land Commission ("the Commission") is established as a Commission of the Navajo Nation Council within the Legislative Branch of the Navajo Nation Government to resolve land ownership status and use issues throughout the Eastern Navajo Agency by coordinating efforts with the federal, state, county, and other local authorities and private interests; and
2. By Resolution CPC 17-11-001, herewith attached, the Crownpoint Chapter approved and recommended the permitting of 30 acres. Attached to the said resolution is a Map showing the location of a triangular parcel, marked with a capital "A"; the land piece abuts the southern boundary of the Navajo Technical University (NTU) campus boundary. The resolution cites NTU's need for faculty housing. The withdrawal and permitting of the subject land parcel will also require utility expansions, access roads, and streets to support the development of the needed residential housing; and
3. Executive Order 1359 was issued in 1911 by President Taft withdrawing Federal Public Domain land "... to provide locations [of land] for the Agency Superintendent to use for government administrative programs such as schools, hospitals, government offices, government quarters, etc."; and
4. The Navajo Region BIA through the Eastern Navajo Agency BIA has satisfied all the provisions of initial purpose of Executive Order 1359, however executive order did not foresee the growth potential of the Crownpoint community beyond 100 years, for example "schools" now mean a University to provide higher and continuing education for the Navajo people, and this continues to be part of the reason governmental guidance and operations were initial set up; and
5. The Commission is aware of the University's needs for staff housing and finds it commendable that the identified parcel of land be permitted by the BIA to NTU for the expansion of its educational property needs. The creation of staff housing would minimize commuting of long distances and provide for favorable housing conditions benefiting NTU for great retention of staff and faculty for longer periods of time.

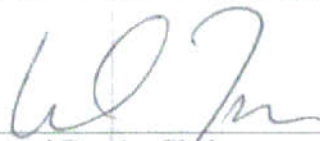


**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Eastern Navajo Land Commission hereby approves of and supports the withdrawal of 30 acres of Executive Order 1359 Land located in Crownpoint, NM for Navajo Technical University faculty housing and other educational facilities and respectfully requests the Bureau of Indian Affairs to issue a use permit.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Eastern Navajo Land Commission at a duly called meeting in Crownpoint, Navajo Nation (New Mexico), at which a quorum was present and that the same was passed by a vote of 4 in favor and 0 opposed on this 19th day of January 2018.



Leonard Tsosie, Chairman  
Eastern Navajo Land Commission

Motion: Seth Damon  
Second: Danny Simpson



Herbert Enrico  
Eastern Navajo Land Board Chair,

February 09, 2018

Mr. Mike Halona  
Director, Navajo Nation Land Department  
Navajo Nation

Dear Mr. Halona:

Navajo Technical University is working to withdraw 30 acres of Executive Order 1359 land (17N-12W Section 20) located in Crownpoint, NM for Navajo Technical University (NTU) Multifunctional Higher Learning Educational use.

Executive Order 1359 issued in 1911 by President Taft withdrawing Federal Public Domain land "... to provide locations {of land} for the Agency Superintendent to use for government administrative programs such as schools, hospitals, government offices, government quarters, etc..."

On January 19, 2018, the Crownpoint Chapter meet and passed resolution CPC 17-12-001 in support of NTU being permitted to with draw 30 acres of Executive Order 1359 Land. In addition, any member of the community is not currently using the section of the Executive Order 1359 land under review for grazing

The Eastern Navajo Land Board is aware of the University's needs for building adequate accommodations to meet it's academic mission and finds it commendable that the identified parcel of land be permitted by the BIA to NTU for the expansion of its educational property needs.

Sincerely



Herbert Enrico,  
Chair Eastern Navajo Land Board.







EOR#12226

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

Sufficient      Insufficient

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

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

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

☐ **Rights of Way**

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

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

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

☐ **Assignment of Mineral Lease**

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

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

- |             |       |             |                          |                          |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD      | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W      | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD      | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA    | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR      | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ      | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. OPVP     | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☒ **OTHER:**

- |               |       |               |                                     |                          |
|---------------|-------|---------------|-------------------------------------|--------------------------|
| 1. DOJ - (Gc) | VB    | Date: 6/5/19  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. OPVP       | mmj   | Date: 7-12-19 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. _____      | _____ | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 4. _____      | _____ | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 5. _____      | _____ | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |





# NAVAJO NATION DEPARTMENT OF JUSTICE

☐ RESUBMITTAL

## DOCUMENT REVIEW REQUEST FORM



DOJ	
5/21/19	352pm
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	012226
SAS #:	
UNIT:	NRW

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

### CLIENT TO COMPLETE

DATE OF REQUEST:	5/21/2019	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447 or x 6423	E-MAIL:	steviehudson@frontier.com

TITLE OF DOCUMENT: NTU, School Lease #12226

### DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	5.21.19 430p	REVIEWING ATTORNEY/ADVOCATE:	F Minchell 6.4.19
DATE TIME OUT OF UNIT:	6.5.19 2p		

### DOJ ATTORNEY / ADVOCATE COMMENTS

- Doc. is now legally sufficient after Redrafting & finalizing the lease. Doc. was sent to Sponsors to Review & to sign the

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Travis H	6/4/19	V Blackhart	6/5/19 8:32 am

DOJ Secretary Called: Michelle for Document Pick Up on 6.5.19 at 140 By: B

PICKED UP BY: (Print)

DATE / TIME:


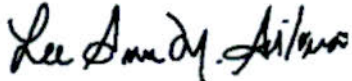
NNDOJ/DRRF-July 2013

COMPLETED

Lease to process for Approval. Lease was signed. Arch, CRCF & BRCF are attached. According to land Title Data Comments, EA is not required for this project.  
ic



## Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approve 1	Without an environmental document to review that describes the development components involved in future development of the land planned for withdrawal for use for faculty housing and other educational use, it is presumed that the NTU will continue to coordinate with applicable NN programs/departments in ascertaining the applicability of NN environmental laws, rules and regulations for development.	1 No Reply	03-Apr-2019	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality Reviewer	Navajo Nation Environmental Protection Agency	Approve 1	There is no EA in this application. The area doesn't indicate the small ephemeral drainages that partake in this area. Which flow to Kimnedesol Wash. A consultation letter with an improved map would help with the consultation. If these comments are read, please contact our office. Thank you.	1 No Reply	04-Apr-2019	
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approve 1	no comments	No Reply	26-Mar-2019	



Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ) Technical Review Fish and Wildlife Approved 1. #19NTU-01 1. No Reply 25-Mar-2019

*par*

Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ) View Only Navajo Nation Environmental Protection Agency Approved 1. No NEPA documentation (EA, Cat. Ex., etc.) for the planned development? Planned construction of the student housing and other buildings in new withdrawn land will require coverage under the federal Construction General Permit for storm water discharges from construction sites. A Notice of Intent (NOI) must be electronically sent to USEPA. A storm water pollution prevention plan must be developed prior to NOI submission and be ready implementable. 1. No Reply 26-Mar-2019

*Patrick Antonio*


Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ) HPD Review Historic Preservation Department Approved 1. HPD-19-077 1. No Reply 28-Mar-2019


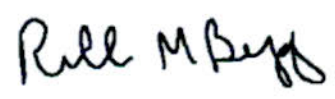
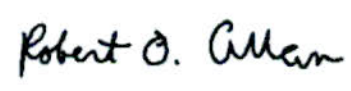
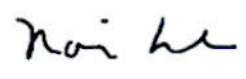
*Tamara Billie*

Warren Roan - EPA Only (Navajo Land Title Data System - Windowrock AZ) View Only Navajo Nation Environmental Protection Agency Approved 1. There are no impacts from operating storage tanks containing a regulated substance and/or leaking storage tanks on the proposed 1. No Reply 25-Mar-2019

*Warren J Roan*




		project area(s).			
Yolanda Barney EPA Only (Navajo Land Title Data System - Windowrock AZ)	View	Navajo Nation Environmental Protection Agency	Approved	1. Please see attached memorandum approving the project.	1. No Reply 25-Mar-2019
					

Tier 2 Document Voting Results							
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Chad Smith - F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	24-Apr-2019	
Richard Begay NNHP (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation on Officer	Historic Preservation Department	Approved	no comments	No Reply	15-Apr-2019	
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	1. CONDITIONAL--need to add the CRCF Form.	1. No Reply	12-Apr-2019	
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1. An environmental assessment is required for any new development. Therefore, please draft an EA and submit a 1:24000 topo map. Pre-consultation meeting with Mr. Guy and NTU staff regarding NNEPA regulations	1. No Reply	16-May-2019	



and NTU  
proposed  
project.

Steven Prince (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	07-May-2019
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W. Mike Halona (NLTDS - Everytt)	DCD Division Director	Navajo Nation	Approved	1 EA's are not required for Navajo Nation Leases because there is NO Federal Action. GLDD environmental reviewer can assist NTU.	1 No Reply	23-Apr-2019
----------------------------------	-----------------------	---------------	----------	--	------------	-------------







THE NAVAJO NATION  
ENVIRONMENTAL PROTECTION AGENCY

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




Jonathan Nez  
President

Myron Lizer  
Vice President

March 25, 2019

MEMORANDUM

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

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

SUBJECT: DOCUMENT No. 012226

The Navajo Nation Environmental Protection Agency's Public Water Systems Supervision Program and the Domestic Wastewater Program reviewed Document No. 12226, Navajo Technical University's expansion to include faculty housing and other educational uses with a land withdrawal of 30 acres of Executive Order Land in 17N-12W Section 20, in Crownpoint, New Mexico. PWSSP recommends approval of this document.

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

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

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

xc: Ronnie Ben, Environmental Department Manager, Surface/Ground Water Protection Dept., NNEPA  
PWSID#NN3503039  
DWWP#NN35150080



**RESOURCES AND DEVELOPMENT COMMITTEE**  
**24<sup>th</sup> Navajo Nation Council**  
**Regular Meeting**

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

**Legislation # 0255-19:** An Action Relating to Resources and Development Committee; Approving A lease Between the Navajo Nation and the Navajo Technical University for School Purposes Within the Crownpoint Chapter of the Navajo Nation. *Sponsor: Honorable Mark A. Freeland*

Date: August 28, 2019

Meeting Location: Red Lake Chapter, Navajo, New Mexico

**MAIN MOTION:**

M: Herman M. Daniels

S: Thomas Walker, Jr.

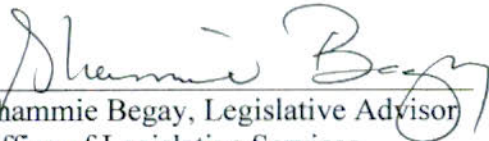
Vote: 5-0-1 (CNV)

Yeas: Kee Allen Begay, Jr., Thomas Walker, Jr., Mark A. Freeland, Wilson C. Stewart, Jr., and Herman M. Daniels

Nays: None



Honorable Rickie Nez, Presiding Chairman  
Resources and Development Committee



Shammie Begay, Legislative Advisor  
Office of Legislative Services