

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE

Of the 23rd Navajo Nation Council---First Year 2015

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A REVOCABLE USE PERMIT FOR THE DZIL DITŁ'OOÍ SCHOOL OF EMPOWERMENT, ACTION AND PRESERVATION (DEAP) TO TAKE IMMEDIATE POSSESSION OF 8.37 ACRES OF LAND WITHIN THE RED LAKE CHAPTER AT NAVAJO, NAVAJO NATION (MCKINLEY COUNTY, NEW MEXICO), APPROVING A LEASE WITH DEAP TO CONSTRUCT, OPERATE AND MAINTAIN PUBLIC SCHOOL FACILITIES ON 8.37 ACRES OF LAND WITHIN THE RED LAKE CHAPTER AT NAVAJO, NATION (MCKINLEY COUNTY, NEW MEXICO); AND APPROVING THE WAIVER OF RENTAL FEE FOR THE LEASE AND THE REVOCABLE USE PERMIT

BE IT ENACTED:

Section One. Findings

- A. Pursuant to 2 N.N.C. §500, the Resources and Development Committee is established as a Standing Committee of the Navajo Nation Council; and
- B. Pursuant to 2 N.N.C. §501 (B)(2)(a), the Resources and Development Committee is authorized to grant final approval for all land withdrawals, non-mineral leases, and permits; and
- C. The Dził Ditł'ooí School of Empowerment, Action and Perseverance (DEAP) is a new New Mexico public charter Middle-High School for grades 6<sup>th</sup> through 12<sup>th</sup>, approved September 26, 2014, and desires to operate at Navajo, Navajo Nation (McKinley County, New Mexico) within the Red Lake Chapter; and
- D. DEAP has requested a lease for 8.37 acres, more or less, of Navajo Nation Trust Lands for the operation and maintenance of a public charter school at Navajo, McKinley County, New Mexico, which is attached hereto and incorporated herein as Exhibit "A;" and

- E. DEAP needs a Revocable Use Permit to obtain immediate access to the land in order to develop the land so that the school year can timely begin in August 2015, which permit is incorporated and attached hereto as Exhibit "B;" and
- F. Pursuant to Red Lake Chapter Resolution No. RLC-03-15-16 dated March 18, 2015, the Chapter approved the land within Red Lake #18 Chapter for lease by DEAP. See Exhibit "C."
- G. The 8.37 acres, school lease is located within the Navajo Townsite Community that is more particularly described on the survey map attached hereto and incorporated herein as Exhibit "D."
- H. The area is within the area of land addressed in Resolution No. CAP-23-02, Exhibit "E," which identifies the area for business site leases, homesite leases, and the Chapter has "the right to use vacant and unleased land within the former NFPI withdrawal area for public purposes benefiting residents of the chapter and the community of Navajo."
- I. The Chapter has identified the need to utilize the land for other community development purposes such as the DEAP school which is a public purpose that will benefit residents of the chapter and the community of Navajo; and
- J. The Project Review Section with the Navajo Land Department has determined that the land user consents are not necessary because the proposed DEAP School is located within the Navajo Township Community approved pursuant to Advisory Community Resolution No. ACAP-66-63 attached hereto and incorporated herein and incorporated herein as Exhibit "F;" and
- K. All environmental and archaeological surveys and studies have been completed and are attached hereto and incorporated herein by this reference.
- L. The Environmental Review statement by the Navajo Nation Environmental Protection Office Executive Director is dated April 24, 2015 and is attached as Exhibit "G.". The Navajo EPA approved environmental review portion of the land for a five year period with three stated conditions--no drilling

of new water wells, no gardening in existing soil, and DEAP is to work with Navajo EPA for sampling and remediation of the NFPI site. The Navajo EPA will review the site after the end of the five year period; and

- M. The Biological Resources Compliance Form is attached as Exhibit "H," and the Cultural Resources Inventory Determination Form is attached as Exhibit "I."

## **Section Two. Approval**

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the lease with Dził Dítł'ooí School of Empowerment, Action and Perseverance (DEAP), attached hereto as Exhibit "A" for DEAP to construct and operate the school at Navajo, McKinley County, New Mexico. The location is more particularly described on the survey map attached hereto as Exhibit "D."
- B. The Resources and Development Committee of the Navajo Nation Council hereby approves a Revocable Use Permit allowing DEAP to take immediate possession of the 8.37 acres for purposes of constructing and operating the school facilities, attached hereto as Exhibit "B" for DEAP to construct and operate the school at Navajo, McKinley County, such permit is revocable and will continue until the Department of Interior approves the lease attached hereto as Exhibit "B."
- C. The Resources and Development Committee of the Navajo Nation Council resolves that no rent shall be charged to DEAP for the Revocable Use Permit and Lease so long as it is using the land for a public school and that there is no need for an appraisal of the land.
- D. The Resources and Development Committee of the Navajo Nation Council hereby authorizes and delegates to the President of the Navajo Nation the authority to sign any documentation necessary to implement the purpose and intent of this resolution, including but not limited to necessary amendments to the lease.

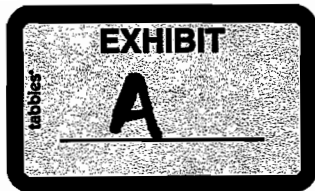
**CERTIFICATION**

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at Navajo Nation Council Chambers, Window Rock, Navajo Nation (Arizona), at 3 in favor, 0 opposed, 0 abstained this 29th day of June, 2015.



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

Motion: Honorable Davis Filfred  
Second: Honorable Leonard Pete  
Vote: 3-0 (Chairman Not Voting)



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

**THE NAVAJO NATION  
and  
DZIL DITL'OOI SCHOOL OF EMPOWERMENT, ACTION AND PERSEVERANCE  
(DEAP)**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between THE NAVAJO NATION, hereinafter called the "Lessor," whose address is P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and DZIL DITL'OOI SCHOOL OF EMPOWERMENT, ACTION AND PERSEVERANCE (DEAP), hereinafter called the "Lessee," whose address is P.O. Box 156, Navajo, NM 87328, in accordance with the provisions of 2 N.N.C. § 501 (B) (2) (a) and 25 U.S.C. § 415, as implemented by the regulations contained in 25 C.F.R. Part 162; and all amendments or successors thereto, which by this reference are made a part hereof.

**1. DEFINITIONS.**

(A) *"Approved Encumbrance"* means an encumbrance approved in writing by Lessor and the Secretary 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 in the NNCERCLA at 4 N.N.C. § 2104.Q, including all amendments or successors thereto.

(D) *"Improvement"* means an addition to real property, whether permanent or not; especially one that increases its value or utility or that enhances its appearance.

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

(F) "NNSTA" means the Navajo Nation Storage Tank Act, which is the short title for the Navajo Nation Underground and Aboveground Storage Tank Act, as codified in 4 N.N.C. § 1501 *et seq.* and amended by Council Res. CJA-09-12.

(G) "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*

(H) *"Regulated Substance"* means any regulated substance as defined at § 1502 (V) of the NNSTA, which includes petroleum and petroleum products.

(I) "*Secretary*" means the Secretary of the United States Department of the Interior or his duly authorized representative or successor.

(J) "*Storage Tank*" is any tank which is defined by either of the following subsections:

(1) Any aboveground storage tank as defined at § 1502 (A) of the NNSTA;

or

(2) Any underground storage tank as defined at § 1502 (Z) of the NNSTA;

except that for purposes of this Lease the definition of "Storage Tank" shall include underground and aboveground tanks that are used to store hazardous waste, as defined under RCRA, in addition to regulated substances.

## **2. LEASED PREMISES.**

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within Navajo, New Mexico which is located within the Red Lake Chapter of the Navajo Nation, more particularly described in Attachment "A," attached hereto and by this reference made a part hereof, containing approximately 8.37 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.

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

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of operating and maintaining a New Mexico funded public school Middle-High School for grades six through twelve.

(B) The Leased Premises shall not be used by Lessee for any purpose other than as described in Section 3(A) above, except with the prior written consent of Lessor and the Secretary. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) Lessee is prohibited from placing/installing storage tanks on the Leased Premises except with prior written consent of Lessor and the Secretary modifying this Lease. The consent of the Lessor may be withheld, granted, or granted upon conditions, in the sole discretion of the Lessor.

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

#### **4. TERM.**

The term of this Lease shall be for a period of twenty-five (25) years, effective on the date approved by the Secretary. Lessee shall have an option to renew this Lease for another twenty-five (25) years. Lessee may exercise the option to renew by providing written notice to both the Lessor and the Bureau of Indian Affairs no later than ninety (90) days prior to the expiration of the Lease term.

#### **5. RENTAL.**

In consideration of the covenants, agreements, terms and conditions of this Lease, there will be no rental payment charged as Lessee is providing an important public service to the Navajo Nation.

#### **6. CONDITION OF LEASED PREMISES.**

Lessee has examined and knows the Leased Premises and Improvements thereon and accepts the same as-is. By letter dated April 24, 2015, the Navajo Nation Environmental Protection Agency has informed Lessee of the potential environmental liabilities that exist at the site and provided a conditional five year approval of use of the site by Lessee with three conditions. That letter is attached hereto and made a part of this lease as Attachment B.

#### **7. IMPROVEMENTS.**

(A) All buildings and other Improvements on the Leased Premises, including 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) 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.

(C) Notwithstanding any other provision of this Lease, the terms of this Section and Sections 7(D) and (E) below govern ownership and removal responsibility for any hazardous substances, regulated substances or petroleum product manufacturing, processing, dispensing, storage, or conveyance facilities placed in or on Leased Premises. Any such facilities must comply with applicable federal, state, Navajo Nation and local law including, in the case of Storage Tanks, but not limited to, requirements for corrosion protection, spill and overfill

protection and leak detection. Any repairs made to such facilities must comply with applicable repair standards. Lessee shall provide the appropriate Navajo Nation Land Department or its successor with complete and legible copies of all documents establishing Lessee's ownership of, lease of, or acquisition of any other use interest in any Storage Tanks installed on the Leased Premises.

(D) Unless otherwise notified by the Lessor, hazardous substances, regulated substances and Storage Tanks are the property of the Lessee who placed them on the property and do not become the property of the Lessor for RCRA or CERCLA liability purposes or otherwise upon the expiration of the Lease. Lessee is the owner for RCRA, 42 U.S.C. 6991 (3), purposes of any Storage Tanks placed on the Leased Premises. Lessee is also the Owner under CERCLA 42 U.S.C. 9607(a) and NNCERCLA §§ 2501(A) and 2503. Petroleum manufacturing, processing, storage, Storage Tanks, or conveyance facilities shall be removed by Lessee unless notified by Lessor in writing not to remove all or part of such property. Except as otherwise provided under Section 7 (A) and (D) of this Lease, whatever property remaining on the Leased Premises shall become the property of Lessor upon termination of the Lease.

(E) Prior to termination of the Lease and prior to vacating the property the Lessee shall remove any of the Improvements subject to removal as described above and below, assess the site for potential contamination, remediate any contamination discovered, and satisfy or actively and in good faith seek resolution of any third party damages which may have occurred. Should any of the above activities extend past the termination date of the Lease, the Lease shall be extended pursuant to Section 27, Holding Over, and the Lessee shall remain financially responsible for completing these activities. The bond or insurance required to be posted under section 23, Financial Responsibilities for Storage Tanks, of this Lease shall not be released or terminated until these activities are completed.

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

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

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

(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, Lessee, and the United States of America. Copies of the bonds shall be submitted to Lessor and the Secretary 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 and with the Secretary within thirty (30) days of their execution; and
- (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.22, 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 or the Secretary, Lessee shall furnish Lessor and the Secretary 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, the Secretary 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 or the Secretary, 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 the Secretary, 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.

### **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 the Secretary, 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 and the Secretary 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, Encumbrance may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrance shall give to Lessor and the Secretary 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 Encumbrance 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 if the purchaser at such sale is the Encumbrance, the Encumbrance may sell and assign this Lease without any further approval by Lessor and the Secretary, 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 Encumbrance 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 Encumbrance, 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 Secretary in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successor provisions thereto.

(B) In addition to the rights and remedies provided by the aforementioned regulations, Lessor and the Secretary, either jointly or severally, may exercise the following options upon

Lessee's default, authorized by applicable law subject to the provisions of subsection (D) of this Section 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 the Secretary or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be reasonably imposed by 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 or the Secretary 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 the Secretary, or any other rights or remedies now held or which may be held by Lessor in the future.

(D) Lessor and the Secretary, as the case may be, shall give to an Encumbrance a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor and the Secretary shall accept performance by an Encumbrance of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. An Encumbrance shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. Neither Lessor nor the Secretary shall terminate this Lease if an Encumbrance 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 United States and the Navajo Nation. Lessee agrees to dispose of all solid waste in compliance with applicable federal and Navajo Nation law.

**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 premises without first obtaining written consent of the Navajo Nation. Such consent shall be reflected in Section 3(C) of this Lease. If hazardous or regulated substances are used, stored, generated or disposed of on or in the premises, or if the premises become contaminated in any manner for which Lessee or a Sublessee is legally liable, 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 premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term and arising as a result of such use, storage, generation, disposal and/or contamination. 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 Navajo Nation. Without limitation of the foregoing, if Lessee causes or permits the presence of any hazardous or regulated substance on the premises and 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 premises to the condition existing prior to the contamination presence 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 Nation Environmental Protection Agency and the Risk Management Department of the Navajo Nation with a clear and legible copy of all notices or reports concerning Storage Tank installation, testing, leakage, or remediation at the premises subject to this Lease which Lessee is required to provide under the NNSTA and, if not already required under the NNSTA, 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 shall be by first class mail to:

Storage Tank and Leaking Storage Tank Programs  
Navajo Nation Environmental Protection Agency  
Post Office Box 3089  
Window Rock, Navajo Nation (Arizona) 86515

and,

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

or their respective institutional successors.

## **19. LIABILITY INSURANCE.**

(A) At all times during the term of this Lease, the Nation requires the following types of insurance with the following limits and additional requirements:

1. Commercial General Liability Insurance Policy in the minimum amount of \$1,000,000 for:
  - a. each occurrence of Bodily Injury and Program Damage;
  - b. each occurrence of Personal and Advertising Injury;
  - c. each occurrence of Products/Completed Operations;
2. Commercial General Liability Insurance Policy in the minimum amount of \$2,000,000 for the following:
  - a. Products/Completed Operations in the aggregate;
  - b. And for General Aggregate.
3. Business Auto Liability Insurance: \$1,000,000 Combined Single Limit per accident for "any auto," which includes all autos owned, hired, leased, and non-owned autos.
4. Worker's Compensation and Employer's Liability shall be maintained with statutory limits which are \$1,000,000 for each employee, Bodily Injury by Disease; \$10,000,000 policy limit for Bodily Injury by Disease.
5. Excess Liability limits shall be obtained above the commercial general liability limits, auto liability limits, and employer's liability limits.
  - a. \$10,000,000 per occurrence;
  - b. \$10,000,000 aggregate where applicable.

(B) The policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the state identified in Section 2 of this Lease and shall be written to protect Lessee, Navajo Nation and the United States and shall provide for notification to Lessor and the Secretary prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. The Policy shall name the Navajo Nation as additional insured, as well as provide a Waiver of Subrogation in favor of the Navajo Nation. Upon written request therefore, copies of said policy shall be furnished to Lessor and the Secretary.

(C) Lessor or the Secretary may require that the amount of the insurance policy required by subsection (A) of this Section be increased at any time, whenever either shall determine that such increase reasonably is necessary for the protection of Lessor or the United States.

(D) With the prior written approval of Lessor and the Secretary, 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 and the Secretary. §22-5-17 NMSA.

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

Neither Lessor nor the United States Government, 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 unless such loss, damage, death or injury is caused by, in whole or in part, the acts, omissions, negligence, misconduct, or other fault of the United States Government and the Navajo Nation. Lessee agrees to indemnify and hold the United States and the Navajo Nation harmless from any loss, liability, or damages resulting from Lessee's use or occupation of the Leased Premises but only to the extent that such loss, liability, or damages, which result in vicarious/derivative liability to the United States and the Navajo Nation, was or were caused by the act, omission, negligence, misconduct, or other fault of the State of Arizona, Department of Transportation, its officers, officials, agents, employees, or volunteers.

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

(A) Lessee shall maintain the following minimum property insurance coverage for all risks of loss or risks of direct physical loss or damage; or fire and extended coverage; including the perils of Equipment Breakdown/Boiler & Machinery, Flood and Earth Movement, covering the building, tenant improvements and betterments and business personal property. Said policy shall be written with limits in the amount of 100% of the full replacement cost of the property(ies) involved in this Lease.

(B) Coverage shall be on a replacement cost basis. If there is a coinsurance provision, it shall be waived by an Agreed Amount endorsement.

(C) The policy shall name the Navajo Nation as loss payee as their interest may appear, and must further include a Waiver of Subrogation against the Navajo Nation.

(D) Subject to the provisions of subsections (E) and (F) 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.

(E) 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 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.

(F) 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 Encumbrance on the condition that Encumbrance 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 Encumbrance 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 Encumbrance, Lessor or Lessee shall deposit with Encumbrance sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrance shall pay 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 Encumbrance shall be applied and credited on the Approved Encumbrance.

(G) With the prior written approval of Lessor and the Secretary, 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 and the Secretary. §22-5-17 NMSA.

## **22. INSPECTION.**

The Secretary and Lessor and their authorized representatives shall have the right, at any reasonable time during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to inspect the same and all buildings and other 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. Nothing in this paragraph shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

## **23. FINANCIAL RESPONSIBILITY FOR STORAGE TANKS**

If Lessee installs or operates Storage Tanks on the Leased Premises in accordance with Section 3(C) of this Lease, the Lessee shall post a bond, obtain insurance or provide such other evidence of financial responsibility that meets all the requirements of 40 C.F.R. Part 280, Subpart H regardless of whether the Storage Tank in question is an above-ground or underground storage tank. For purposes of meeting the requirements of Part 280, Subpart H, however, the insured or otherwise protected party shall be the Navajo Nation. Lessee shall provide proof of this bond, insurance, or other qualifying financial responsibility mechanism to the Risk Management Department of the Navajo Nation contemporaneous with Lessee's submission of proof of other



bonds or insurance to the Bureau of Indian Affairs. This bond or insurance shall remain in effect for the term of the Lease, and any renewals thereof, and shall not be released or terminated until such time as the Risk Management Department of the Navajo Nation, in coordination with the Navajo Nation Environmental Protection Agency, verifies that the facility is in compliance with all applicable law and regulations, or that the Storage Tanks have been removed and the site has been remediated, or that the Lease has been transferred and the new operator has provided proof of an adequate bond, insurance or otherwise satisfied the NNSTA or 40 C.F.R. Part 280, Subpart H financial responsibility requirements, as the case may be. It shall be the responsibility of the Lessee to provide the Risk Management Department of the Navajo Nation with all proof required for release of bond or termination of insurance coverage.

#### **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 Encumbrance under an Approved Encumbrance.

#### **26. DELIVERY OF PREMISES.**

(A) At the termination of this Lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and tear excepted.

(B) 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 of the leased premises at least sixty (60) days prior to delivery of said premises, unless the provisions of Section 29(B), Environmental Audits and Compliance Documents, of this Lease apply.

#### **27. HOLDING OVER.**

(A) Except as otherwise provided, 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.

(B) If at the expiration of the term of the Lease, or the expiration of any extension of the term of the Lease, Lessee has not completed all removal and remediation required by this Lease and applicable law, the term of this Lease shall automatically be extended until the Phase Two audit required by this Lease to be performed during the last year of the term of this Lease under Section 29(B), Environmental Audits and Compliance Documents, and any required removal and remediation is completed. Extension of the Lease pursuant to this paragraph does not extend Lessee's right to occupy the premises for purposes of conducting the business activities, described in the provision entitled "Purpose, Unlawful Uses" of the Lease. Rather, extension of the Lease pursuant to this paragraph gives the Lessee or Lessee's agents the right to occupy the leased premises solely for the purposes of performing any necessary environmental audit(s) and any necessary remediation. Lessor may, at its discretion, cancel the Lease extension set forth in this section with or without cause.

## **28. ATTORNEY'S FEES.**

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor or the Secretary in enforcing the provisions of this Lease. Lessor agrees to pay attorney's fees and expenses that may be ordered by a Navajo Nation Court as allowed under 1 N.N.C. § 554 (K) and referenced in Section 33, Dispute Resolution.

## **29. ENVIRONMENTAL AUDITS AND COMPLIANCE DOCUMENTS.**

(A) Entry Audit: If Storage Tanks are located at the Leased Premises, Lessee will supply the Navajo Nation Storage Tank Program with a complete copy of a report of any existing Storage Tank(s) on the Leased Premises, in accordance with the NNSTA. The Lessee's report of existing Storage Tanks will be submitted on a form to be provided by the Director of the Navajo Nation Environmental Protection Agency or his/her designee specifying the:

1. Age,
2. Size,
3. Type,
4. Location,
5. Uses of such tank,
6. The type of release detection system and the extent of any known soil or ground water contamination,
7. The material out of which the tank was constructed,
8. Factory tank design specifications,
9. Tank system schematic, and
10. Other pertinent information as may be determined by the Director.

(B) If Storage Tanks are located at the Leased Premises, upon the written request of the Navajo Nation, Lessee may be required to perform at its own cost a Phase Two environmental audit during the last year of the Lease or upon termination of the lease, if earlier, and any other environmental audit(s) during the term of the Lease which Lessor determines, based on probable

cause, to be reasonably necessary to ascertain whether environmental contamination by hazardous or regulated substances has occurred.

**30. AGREEMENT TO ABIDE BY NAVAJO NATION 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 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).

**31. GOVERNING LAW.**

Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of this Lease.

**32. 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; and 5 U.S.C. § 704.

**33. DISPUTE RESOLUTION.**

In the event that a dispute arises under this Lease, the Parties will resolve the dispute through informal dispute resolution methods such as mediation, informal discussion, and other similar non-binding dispute resolution.

**34. 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.

**35. 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 constructed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

**36. 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.

**37. 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 herefrom, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

**38. 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.

**39. NOTICES AND DEMANDS.**

(A) Any notices, demands, requests or other communications to or upon either party or the Secretary 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  
P.O. Box 9000  
Window Rock, Navajo Nation (Arizona) 86515  
Fax: 928-871- 4025

To or upon Lessee:

Dził Dítł'ooí School of Empowerment, Action and Perseverance  
PO Box 156  
Navajo, Navajo Nation (New Mexico) 87328  
  
Tel: (505) 777-2757  
Fax: (505) 777-2757

To or upon the Secretary:

Regional Director  
Navajo Region  
Bureau of Indian Affairs  
United States Department of the Interior  
301 West Hill Street  
P.O. Box 1060  
Gallup, New Mexico 87305  
Fax: 505-863-8324.

(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) Copies of all notices shall be sent to the Secretary.

(D) Lessor, Lessee and the Secretary may at any time change its address for purposes of this Section by notice.

#### **40. 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.

#### **41. 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.

#### **44. EFFECTIVE DATE; VALIDITY.**

This Lease shall take effect on the date it is approved by the Secretary. 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 Secretary.

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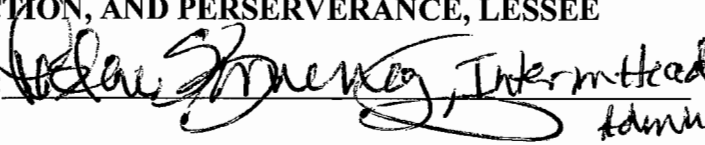
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**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed as of the date first above written.

**THE NAVAJO NATION, LESSOR**

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

**DZIL DITL'OOÍ SCHOOL OF EMPOWERMENT,  
ACTION, AND PERSERVERANCE, LESSEE**

By:  *Intermittent Administrator*

By: \_\_\_\_\_  
Regional Director  
Navajo Region  
Bureau of Indian Affairs  
United States Department of the Interior

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

**REVOCABLE USE PERMIT**  
**Division of Natural Resources**  
**Navajo Land Department**



This Permit entered into by and between the Navajo Nation, hereinafter called the Permitter, whose address is Navajo Nation PO Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and Dził Dítł'ooí School of Empowerment, Action and Perseverance hereinafter called Permittee, whose address is P.O. Box 156, Navajo, Navajo Nation (McKinley County, New Mexico) under 2 N.N.C section 500 *et seq.* and under the provisions of the Congressional Act of August 9, 1955, as implemented by Part 162 - Leasing and Permitting of the Code of Federal Regulations, Title 25 - Indians, and any amendments thereto relative to permits on restricted lands which by this reference are made a part hereof.

1. The Permitter hereby permits the Permittee to use a tract of tribal trust land being more particularly shown on Exhibit "A", attached hereto and made a part hereof, for the purpose of operating a New Mexico fund public charter Middle – High School for grade six through 12.
2. TERM. The term of this Permit shall be for a period of twelve months, commencing on the date the President of the Navajo Nation signs the permit. The term may be extended for another twelve months only if Permittee is diligently acquiring a Lease.
3. RENTAL. The Permittee shall pay no rent for the use of the premises described above for the term of the permit.
4. UTILITY SERVICE LINE AGREEMENT. Permittee specifically is authorized to enter into appropriate service agreement with utility companies for the provision of utility services to the permitted area, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Permitter. Fees and monthly utility charges by these utility companies is solely the responsibility of the Permittee.
5. DELIVERY OF PREMISES. The premises shall be given and accepted by the Permittee "as is" and Permitter shall not be responsible for any latent defects. Upon signing the agreement the Permittee agrees that it has had sufficient opportunity to examine and inspect the condition of the premises. Upon termination of this permit and if the Permittee has not obtained a lease to remain on the premises, the Permittee will clean up all refuse in the permitted areas, reseed denuded areas, and leave it in a neat and presentable condition satisfactory to the Permitter. The Navajo Environmental Protection Agency will be responsible for inspection of the areas and determining that the Permittee has complied with provisions of the Permit to the satisfaction of the Permitter.
6. UNLAWFUL CONDUCT/ACTIVITIES. The Permittee further agrees not to use or allow any part of said property and/or premises for any unlawful conduct/activities. Violation of this clause by the Permittee shall void the Permit.
7. LIABILITY FOR USE. It is understood and agreed that the Permittee shall hold the Permitter harmless from any and all claims or liabilities arising out of the use, occupancy, or possession of said property and premises by the Permittee, or injury sustained by the Permittee, or any other person or damage to property, on or about said property and premises during the term of this Permit. Permittee acknowledges that it has been informed of potential environmental liabilities that may exist and it agrees that the holding Permitter harmless for the use, occupancy, or possession of said

property include any liabilities related to or connected with any existing environmental contamination.

8. NAVAJO NATION ENVIRONMENTAL PROTECTION AGENCY CONDITIONS. In addition, the Navajo Nation Environmental Protection Agency has informed the Permittee of the possibility of locating less than 500 feet from the Navajo Forestry Products Industries (NFPI) brownfields site through letter dated April 16, 2014, which attached hereto and made a part of the Permit as Attachment "B".

#### 9. INSURANCE.

(A) At all times during the term of this Lease, the Nation requires the following types of insurance with the following limits and additional requirements:

1. Commercial General Liability Insurance Policy in the minimum amount of \$1,000,000 for:
  - a. each occurrence of Bodily Injury and Program Damage;
  - b. each occurrence of Personal and Advertising Injury;
  - c. each occurrence of Products/Completed Operations;
2. Commercial General Liability Insurance Policy in the minimum amount of \$2,000,000 for the following:
  - a. Products/Completed Operations in the aggregate;
  - b. And for General Aggregate.
3. Business Auto Liability Insurance: \$1,000,000 Combined Single Limit per accident for "any auto," which includes all autos owned, hired, leased, and non-owned autos.
4. Worker's Compensation and Employer's Liability shall be maintained with statutory limits which are \$1,000,000 for each employee, Bodily Injury by Disease; \$10,000,000 policy limit for Bodily Injury by Disease.
5. Excess Liability limits shall be obtained above the commercial general liability limits, auto liability limits, and employer's liability limits.
  - a. \$10,000,000 per occurrence;
  - b. \$10,000,000 aggregate where applicable.

(B) The policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the state identified in Section 2 of this Lease and shall be written to protect Lessee, Navajo Nation and the United States and shall provide for notification to Lessor and the Secretary prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. The Policy shall name the Navajo Nation as additional insured, as well as provide a Waiver of Subrogation in favor of the Navajo Nation. Upon written request therefore, copies of said policy shall be furnished to Lessor and the Secretary.

(C) Lessor or the Secretary may require that the amount of the insurance policy required by subsection (A) of this Section be increased at any time, whenever either shall determine that such increase reasonably is necessary for the protection of Lessor or the United States.

(D) With the prior written approval of Lessor and the Secretary, 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 and the Secretary. §22-5-17 NMSA.

10. IMPROVEMENTS. All improvements placed on the permitted premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of building visible to the public or from adjacent properties shall present a pleasant appearance as determined by Permittee and all service areas shall be screened from public view to the satisfaction of Permittee. Permittee shall, at all times during the term of this Permit and at



Permittee's sole cost and expense, maintain the premises and all improvements thereon and any alterations, additions, or appurtenances thereto, in good order and repair and in a safe, sanitary, neat and attractive condition, and shall otherwise comply with all laws, ordinances and regulations applicable to said premises

11. OBLIGATIONS OF PERMITTEE. While the permitted premises are in trust or restricted status, all of the Permittee's obligations under this Permit and the obligations of his surety or sureties, as well as to the Permitter.

12. TERMINATION: This Permit shall be terminated by either party by giving a thirty (30) days notice in writing to the other party by certified mail. The Permit shall terminate automatically when the Permit expires or is terminated and the Permittee shall have no rights including holdover on any portion of the premises unless Permitter gives express written consent. Except as otherwise provided in this Permit, all buildings and improvements, excluding removable personal property and trade fixtures, on the premises shall remain on said property after termination of this Permit and shall thereupon become the property of Permitter. However, Permitter may require Permittee, at Permittee's expense, to remove improvements and restore the premises to the original state, within reason, upon termination of this Permit. Any removal of property by Permittee must be completed within ninety (90) days after termination of this Permit, such presence on the property shall not be deemed a holdover or trespass, provided Permittee is acting in a diligent manner to remove such property. Upon the expiration of the ninety (90) day extension, the Permitter has the right to grant another extension or re-enter the premises, at such time the Permittee shall have no right or interest to the premises or any remaining improvements

13. INTEREST OF MEMBER OF CONGRESS. No member of Congress, shall be admitted to any share or part of this Permit or to any benefit that may arise there from. This provision shall not be constructed to extend to this Permit if made with a corporation or company for its general benefit.

14. ENVIRONMENT. Permittee shall take all necessary measures to assure compliance with applicable Federal and Tribal laws including the Environmental Review Process outlined in the Navajo Nation General Leasing Act of 2013f. This shall include, but shall not be limited to, aesthetics, erosion controls and protection of timber or other vegetation.

15. TRANSFER, SUBLEASING. The premises shall not be assigned nor transferred or sub-permitted by the Permitter, such action shall be a material violation of the Permit.

16. EMPLOYMENT OF QUALIFIED NAVAJOS. In connection with all employment and contracting opportunities arising out of Permittee's activities under this Permit, Permittee shall give preference in employment and contracting to qualified Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 N.N.C. §§ 601 *et seq.* ("NPEA"), and the Navajo Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.* ("NBOA"). The terms and provisions of the NPEA and NBOA are specifically incorporated in, and become a part of this Permit. Violation of such laws by the Permittee may constitute a breach of this Permit and provide grounds for suspension or termination of the Permit or any other remedy prescribed by the NPEA and NBOA.

17. AGREEMENT TO ABIDE BY NAVAJO AND FEDERAL LAWS. The Permittee and its employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all laws, regulations and ordinances of the United States now in force and effect or which may

hereafter be in force and effect. This agreement to abide by Navajo laws shall not forfeit rights, which the Permittee and its employees and agents enjoy under the federal laws of the United States Government.

18. PERMIT REQUIREMENTS NOT EXCLUSIVE. Nothing in this Permit shall be construed to relieve Permittee of any obligations pursuant to any Federal or Navajo Nation law for the protection of the environment or the public health, safety, or general welfare which is currently enacted or which may be enacted at a later date.

19. GOVERNING LAW AND CHOICE OF FORUM. Except as may be prohibited by applicable federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of this Permit.

20. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this Permit shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

21. VALIDITY. Any modification thereof or amendment to this Permit shall not be valid or binding upon either party hereto, until approved by the Navajo Nation. A sub-permit, assignment, modification or amendments may not be entered into without the written consent of Navajo Land Department.

22. 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.

23. NOTICES. All notices, demands, requests, changes in information or other communications to or upon either party provided for in this Permit, or given or made in connection with this Permit, shall be in writing and shall be addressed as follows:

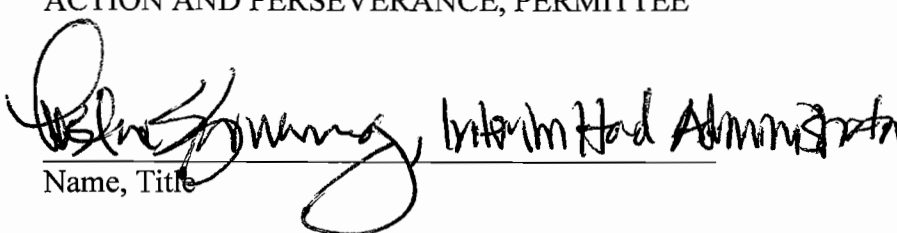
The parties hereto execute the Permit.

THE NAVAJO NATION, PERMITTER

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

DATE: \_\_\_\_\_

DZIL DITL'OOÍ SCHOOL OF EMPOWERMENT,  
ACTION AND PERSEVERANCE, PERMITTEE

  
\_\_\_\_\_  
Name, Title



**Arval T. McCabe**  
PRESIDENT

**Akando E. Wauneka**  
VICE PRESIDENT

**Richard Tsosie**  
SECRETARY/TREASURER

**Paul Milford**  
GRAZING OFFICIAL

## Red Lake Chapter

### RESOLUTION OF THE RED LAKE CHAPTER #18

RLC-03-15-16

#### APPROVING USE OF 8.37 ACRES OF LAND WITHIN RED LAKE #18 CHAPTER FOR AN EDUCATION/SCHOOL LEASE BY THE DZIL DIT LOOI SCHOOL OF EMPOWERMENT, ACTION AND PERSEVERANCE CHARTER SCHOOL

##### WHEREAS:

1. Pursuant to 26 N.N.C., section 3 (a) the Red Lake #18 Chapter is a certified chapter of the Navajo Nation as listed under 11 N.N.C., Part 1, Section 10; and
2. Pursuant to 26 N.N.C. Section 1(b) the Red Lake #18 Chapter is delegated the governmental authority to make decisions over local matters consistent with the Navajo laws, customs, and tradition; and
3. The Red Lake #18 Chapter is supportive (as noted in previously approved resolutions RLC-10-13-57 and RLC 08-14-39) of the establishment and development of the Dzil Dit Looi School of Empowerment, Action and Perseverance (DEAP), a New Mexico approved state-funded public charter school, which will offer classes for grades 6 through 12 and serve members and their children of the Red Lake #18 Chapter community; and
4. The Dzil Dit Looi School of Empowerment, Action and Perseverance (DEAP) requests to immediately utilize 8.37 acres of land (see Exhibit A: Map) for the site of the DEAP School which is scheduled to open in the Fall of 2015 with grades 6 and 7, thereafter adding a grade until fully functional in school year 2020;
5. The location of the tract of land is within the withdrawn area (Advisory Committee to Navajo Tribal Council Resolution: ACAU-149-60) of Navajo, New Mexico (860 acres, more or less) which also lies within the boundaries of Red Lake #18 Chapter and was designated as a community recreational park (resolution RLC-10-10-50) in order to provide for a healthier and more physically fit community; and,
6. The Red Lake #18 Chapter supports the local education of their children and potential of the high quality education provided by DEAP but also recognizes the DEAP Charter School can also offer a healthy and sustainable community through physical activity and exercise as provided for in typical school uses (playgrounds, fields, ball courts, etc.); and,
7. Red Lake #18 Chapter also supports and requests the Navajo Nation to waive land lease fees/rent and appraisal as the school is a public charter school and will fulfill an important public service; and

8. Upon termination of the Education/School lease by DEAP Charter School, the land shall be utilized for Community Recreational Park purposes per RLC-10-50-50.

**NOW THEREFORE BE IT RESOLVED THAT:**

The Red Lake #18 Chapter hereby approves the use of 8.37 Acres of Land within Red Lake #18 Chapter for Education/School Lease by the Dził Dít Looi School of Empowerment, Action and Perseverance Charter School and requests the Navajo Nation to waive lease fees/rent and an appraisal because the DEAP Charter School is a public charter school by a vote of 51 Passed, 1 Opposed, 25 Abstained on this day of March 18, 2015.

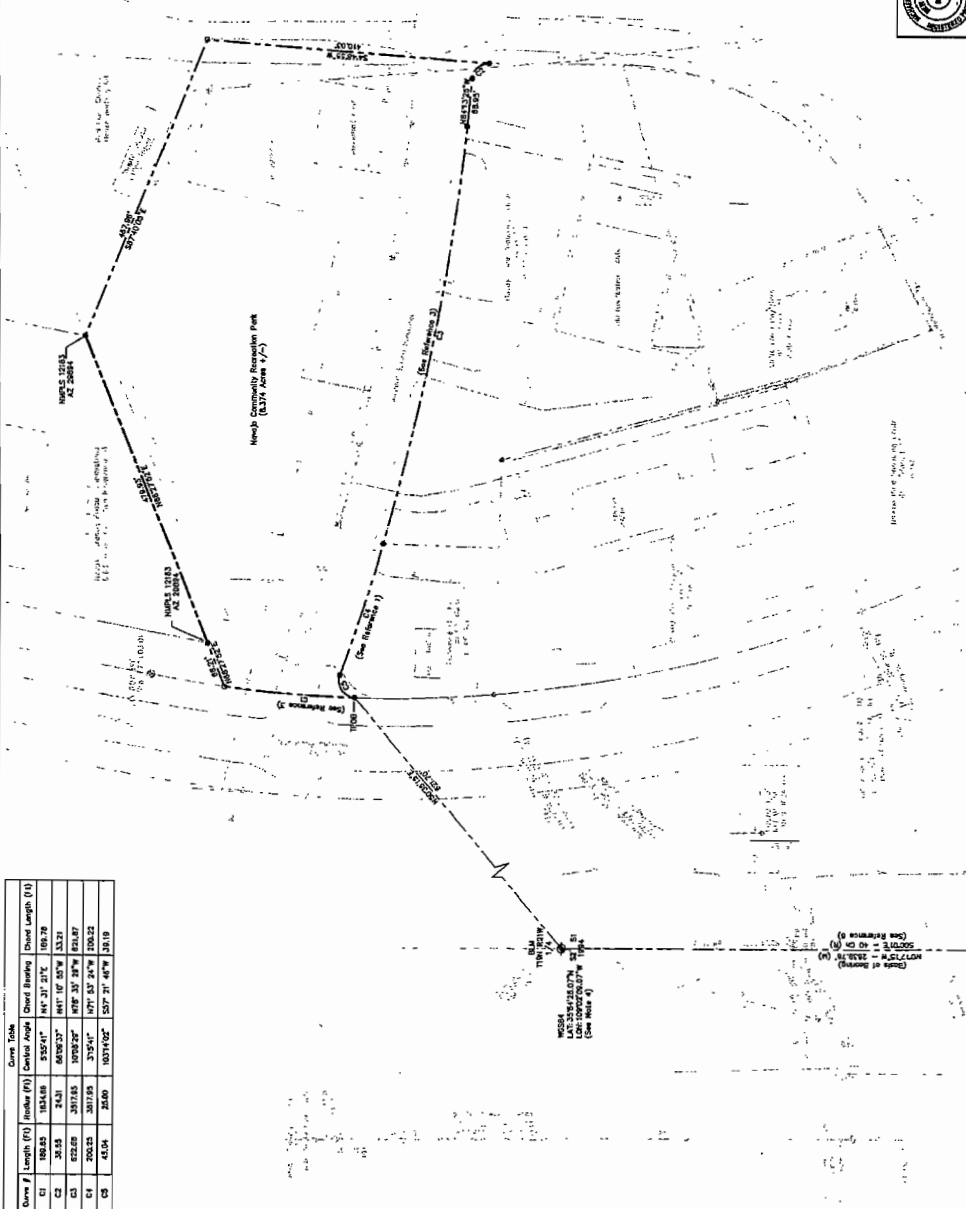
Motioned: Albert Yazzie

Second: Phil Notah

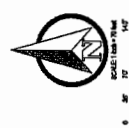


Arval T. McCabe, President  
Red Lake #18 Chapter

Curve #	Curve Table				
	Length (ft)	Radius (ft)	Central Angle	Chord Bearing	Chord Length (ft)
C1	190.85	1834.68	53°55'41"	N4° 31' 21"E	199.78
C2	30.55	24.31	66°06'37"	S44°1' 10" S5"E	53.21
C3	622.69	3917.65	1°03'26"	N78° 33' 28"E	631.87
C4	206.25	3817.95	3°15'41"	N77° 53' 24"E	200.22
C5	43.04	260.60	33°11'02"	S53° 21' 48"E	38.19

[illegible][illegible]

1	Minimum Cruise (feet)	_____
2	Maximum Cruise (feet)	_____
3	Minimum Cruise (feet)	_____
4	Plastic oxygen tank (feet)	_____
5	Plastic oxygen tank (feet)	_____
6	Minimum	_____
7	Minimum	_____
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**Navejo Community Recreation Park**  
**Plat and Legal Description**  
**District 18 Unit 2**  
T19N-R12W, NMPM, Section 1  
Surveyed for the Red Lake Chapter  
Navajo, McKinley County, New Mexico

**MAILING ADDRESS:**  
P.O. Box 4820  
N. 10th St., APT. 201  
ALBUQUERQUE, NM 87106  
F 505.371.8399 F 505.371.8395

**SHIPPING ADDRESS:**  
NAVAL DIVISION OF TRANSPORTATION  
815 Old Coalinge Road  
Montmore, NM 87139  
<http://www.navaljobel.org/>

DESCRIPTION:	BY	DATE
SURVEYED:	LYLSE, RILEY, TOWNS	Sep 2 2011
DRAWN:	LYLSE,	Nov 9 2012
CHECKED:	LYLSE AZ PLS 51013	May 24, 2013
APPROVED:	MPALANG NLM 05.0574	May 28, 2013



**SHEET LG1**  
**PAGE 1 of 1**

**RESOLUTION OF THE  
NAVAJO NATION COUNCIL**

Formally Dissolving Navajo Forest Products Industries (NFPI); Rescinding the NFPI Plan Of Operation and Deleting §§1551-1568 From Title 2 Of the Navajo Nation Code, and Recognizing the Former NFPI Withdrawn Area As a Part Of the Red Lake Chapter; Designating the Site Of the NFPI Plant As An Industrial and Commercial Park To Be Developed and Leased Under the Supervision Of the Division Of Economic Development; Recognizing Portions of the NFPI Withdrawal Outside Of the Proposed Industrial and Commercial Park, As a Withdrawn Area Which Could Be Leased To Businesses and Other Entities Through the Division Of Economic Development and For Homesites Through the Navajo Land Department; Confirming the Right Of Red Lake Chapter To Continue To Occupy Space In the Former NFPI Headquarters Building, To Take Control and Management Of Certain Property In Navajo; And Placing Control Of all Personal Property Not Disposed Of By This Resolution, or By Resolution CJA-71-95, In the Control Of the Property Management Department Of the Division Of Finance

**WHEREAS:**

1. Pursuant to 2 N.N.C. §101, the Navajo Nation Council has been established as the Legislative Branch of the Navajo Nation; and
2. Pursuant to 2 N.N.C. §102 (A), the Navajo Nation Council is the governing body of the Navajo Nation; and
3. Pursuant to 2 N.N.C. §721, the Economic Development Committee of the Navajo Nation Council was established as a standing committee of the Navajo Nation Council; and
4. Pursuant to 2 N.N.C. §722 and 724(A), the purpose of the Economic Development Committee of the Navajo Nation Council is to establish, amend, regulate and enforce and foster policies pertaining to the development of the economy of the Navajo Nation, and the Committee has all powers necessary and proper to carry out that purpose; and

5. Pursuant to 2 N.N.C. §724(E)(1), the Economic Development Committee of the Navajo Nation Council is delegated the authority to review the operation of Navajo Nation enterprises, authorities and industries, and to recommend the creation, reorganization, termination, or privatization of any enterprise of the Navajo Nation; and

6. By Resolutions CA-28-52 and CA-42-52, the Navajo Tribal Council authorized withdrawal of Navajo Nation lands for industrial use by the Navajo Forest Products Industry (NFPI), while indicating no express political withdrawal of the lands from Red Lake Chapter; and

7. By Resolution CJ-38-58, the Navajo Tribal Council created Navajo Forest Products Industries (NFPI), a Navajo Nation enterprise; and

8. By Resolution ACD-176-59, the actual NFPI withdrawal was made and the named customary land users were compensated but with no indication in that resolution that the industrial site was to be withdrawn from the political control of the Red Lake Chapter; and

9. By Resolution ACJY-137-89, the Navajo Tribal Council gave the NFPI Board of Directors the responsibility for administering and managing the property of the Navajo Nation in the NFPI withdrawal and community of Navajo, New Mexico, and this authority was confirmed in its Plan of Operation, codified in 5 N.N.C. §1551-1568; and

10. By Resolution ACO-340-71, the Advisory Committee of the Navajo Tribal Council expressed its intent that the goal for Navajo was to become community-governed in the same manner as other communities on the Navajo Nation as soon as possible, which suggests Chapter governance, the only form of local governance in existence on the Navajo Nation at the time; and

11. By Resolutions CJY-71-95 and CAP-48-95, the Navajo Nation Council discharged the NFPI Board and employees, with NFPI assets to be managed by the President and the Controller under the oversight of NFPI to the Economic Development Committee of the Navajo Nation Council; and

12. Since the discharge of the NFPI Directors and employees, many of the NFPI assets have been sold, no forest management plan has yet been approved, and the technology used in the lumber industry has become more advanced; therefore, reactivation of the old NFPI industrial facilities is unlikely; and

13. Therefore, it has become necessary to plan for the formal dissolution of NFPI, and to continue with the prudent liquidation and distribution of the NFPI assets that was begun under Resolution CJY-71-95 and expanded under Navajo Nation Council Resolution CJA-07-99; and

14. The Navajo Nation fulfilled certain financial obligations of NFPI at the time of, and after, the discharge of the NFPI Board and employees. While it is recognized that certain of the NFPI assets may be properly used for the satisfaction of these debts, it is also recognized that it would not be appropriate for the Red Lake Chapter to be held financially responsible in any way for the debts of NFPI; and

15. The Red Lake Chapter, due to the loss of the chapter house, has occupied certain space in the former NFPI headquarters establishing the chapter offices in the community of Navajo; and

16. The Project Development Department of the Division of Economic Development has the experience, desire and ability to oversee the necessary environmental remediation and develop the NFPI industrial core area as an Industrial and Commercial Park; and

17. Portions of the remainder of the former NFPI withdrawn area have already been leased to private and non-profit entities and the further leasing of business sites and homesites outside of the industrial area may be profitably undertaken through the development of new leases and lease renewals; and

18. The Government Development Commission agreed to work with the chapter, Navajo Townsite Community Development Corporation and local residents to develop a form of representation and a popularly elected Navajo Townsite Council or Planning Committee; and



19. By Resolution EDCO-122-01, the Economic Development Committee of the Navajo Nation Council supports and recommends that the Navajo Nation Council take the action set forth in this Navajo Nation Council resolution.

NOW THEREFORE BE IT RESOLVED THAT:

1. In light of Resolutions CAP-48-95 and CJY-71-95, affecting the de facto dissolution of NFPI, and pursuant to 2 N.N.C. §724(E)(1), the Navajo Nation Council hereby formally dissolves NFPI.

2. The Navajo Nation Council hereby rescinds the NFPI Plan of Operation and deletes §§1551-1568 from Title 2 of the Navajo Nation Code.

3. The Navajo Nation Council hereby confirms that the former NFPI withdrawal has been, and will continue to be, a part of the Red Lake Chapter.

4. The Navajo Nation Council designates the NFPI plant site as an Industrial and Commercial Park to be developed and leased under the supervision of the Division of Economic Development, with such leases being subject to any liens relating to NFPI and/or development and environmental remediation debts. Upon the satisfaction of these obligations, and the certification of the Red Lake Chapter under the Local Governance Act (LGA), as an entity qualified to manage real property, these leases, at the option of the Chapter, may be transferred to the Chapter for lease management and rent collection.

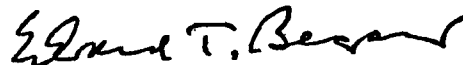
5. The Navajo Nation Council recognizes portions of the NFPI withdrawal outside of the proposed Industrial and Commercial Park as an area withdrawn from all forms of customary use which may be leased for businesses and homesite purposes, with business site leasing to be done through the Division of Economic Development and homesite leases issued through the Navajo Land Department. The business site leases, at the option of the Red Lake Chapter, will be transferred to the Red Lake Chapter upon Local Governance Act (LGA) certification of the chapter as an entity qualified to manage real property, for the purpose of lease management and rent collection, with such leases to be transferred to the Red Lake Chapter free of any liens relating to NFPI debts.

6. The Navajo Nation Council confirms the right in Red Lake Chapter to continue to occupy space in the former NFPI headquarters building, grants the Red Lake Chapter the right to use the building known as the Old NFPI Maintenance Building within the NFPI Industrial area, and grants the Red Lake Chapter the right to take over control and management of the community building in Navajo, or to otherwise determine the use which will be made of this structure, and the right to use vacant and unleased land within the former NFPI withdrawal area for public purposes benefiting residents of the chapter and the community of Navajo.

7. The Navajo Nation Council places control of all personal property not disposed of by this resolution, or by Navajo Nation Council Resolutions CJA-71-95 and CJA-07-99 under the control and management of the Property Management Department of the Division of Finance.

#### CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 63 in favor, 0 opposed and 0 abstained, this 17<sup>th</sup> day of April 2002.



Edward T. Begay, Speaker  
Navajo Nation Council

Motion: Ernest Hubbell  
Second: Wesley Begay

**ACTION BY THE NAVAJO NATION PRESIDENT:**

1. I hereby give notice that I will not veto the foregoing legislation, pursuant to 2 N.N.C. Section 1005(C)(10), on this 30<sup>th</sup> day of April 2002.

  
\_\_\_\_\_  
Kelsey A. Begaye, President  
Navajo Nation

2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. Section 1005(C)(10) this \_\_\_\_\_ day of \_\_\_\_\_ 2002 for the reason(s) expressed in the attached letter to the Speaker.

\_\_\_\_\_  
Kelsey A. Begaye, President  
Navajo Nation

**RESOLUTION OF THE  
ECONOMIC DEVELOPMENT COMMITTEE  
OF THE NAVAJO NATION COUNCIL**

Supporting and Recommending That the Navajo Nation Council Formally Dissolve Navajo Forest Products Industries (NFPI); Rescind the NFPI Plan Of Operation and Delete §§1551-1568 From Title 2 Of the Navajo Nation Code. and Recognize the Former NFPI Withdrawn Area As a Part Of the Red Lake Chapter; Designate the Site Of the NFPI Plant As An Industrial and Commercial Park To Be Developed and Leased Under the Supervision Of the Division Of Economic Development; Recognize Portions of the NFPI Withdrawal Outside Of the Proposed Industrial and Commercial Park As a Withdrawn Area Which Could Be Leased To Businesses and Other Entities Through the Division Of Economic Development and For Homesite Through the Division Of Economic Development and For Homesites Through the Navajo Land Department; Confirm the Right Of Red Lake Chapter To Continue To Occupy Space In the Former NFPI Headquarters Building. To Take Control and Management Of Certain Property In Navajo; And Place Control Of all Personal Property Not Disposed Of By This Resolution. or By Resolution CJA-71-95. In the Control Of the Property Management Department Of the Division Of Finance

**WHEREAS:**

1. Pursuant to 2 N.N.C. §102(G), the Navajo Nation Council has the authority to establish standing committees for the Navajo Nation and authorize actions of the Economic Development Committee; and
2. Pursuant to 2 N.N.C. §721, the Economic Development Committee of the Navajo Nation Council was established and has continued as a standing committee of the Navajo Nation Council; and
3. Pursuant to 2 N.N.C. §722 and 724(A), the purpose of the Economic Development Committee of the Navajo Nation Council is to establish, amend, regulate and enforce and foster policies pertaining to the development of the economy of the Navajo Nation, and the Committee has all powers necessary and proper to carry out that purpose; and
4. Pursuant to 2 N.N.C. §724(E)(1), the Economic Development Committee of the Navajo Nation Council is delegated the authority to review the operation of Navajo Nation enterprises, authorities and industries, and to recommend the creation, reorganization, termination, or privatization of any enterprise of the Navajo Nation; and

5. By Resolutions CA-28-52 and CA-42-52, the Navajo Tribal Council authorized the withdrawal of Navajo Tribal lands for industrial use by the Navajo Forest Products Industries (NFPI), while indicating no express political withdrawal of the lands from Red Lake Chapter; and

6. By Resolution CJ-38-58, the Navajo Tribal Council created Navajo Forest Products Industries a Navajo Nation enterprise; and

7. By Resolution ACD-176-59, the actual NFPI withdrawal was made and the named customary land users were compensated but with no indication in that resolution that the industrial site was to be withdrawn from the political control of the Red Lake Chapter; and

8. By Resolution ACJY-137-89, the Advisory Committee of the Navajo Tribal Council gave the NFPI Board of Directors the responsibility for administering and managing the property of the Navajo Nation in the NFPI withdrawal and community of Navajo, New Mexico, and this authority was confirmed in its Plan of Operation, codified in 5 N.N.C. §1551-1568; and

9. By Resolution ACO-340-71, the Advisory Committee of the Navajo Tribal Council expressed its intent that the goal for Navajo was to become a community-governed in the same manner as other communities on the Navajo Nation as soon as possible, which suggests Chapter governance, the only form of local governance in existence on the Navajo Nation at the time; and

10. By Resolutions CJY-71-95 and CAP-48-95, the Navajo Nation Council discharged the NFPI Board and employees, with NFPI assets to be managed by the President and the Controller under the oversight of NFPI to the Economic Development Committee of the Navajo Nation Council; and

11. Since the discharge of the NFPI Directors and employees, many of the NFPI assets have been sold, no forest management plan has yet been approved, and the technology used in the lumber industry has become more advanced; therefore, reactivation of the old NFPI industrial facilities is unlikely; and

12. Therefore, it has become necessary to plan for the formal dissolution of NFPI, and to continue with the prudent liquidation and distribution of the NFPI assets that was begun under Resolution CJY-71-95 and expanded under Navajo Nation Council Resolution CJA-07-99; and

13. The Navajo Nation fulfilled certain financial obligations of NFPI at the time of, and after, the discharge of the NFPI Board and employees. While it is recognized that certain of the NFPI assets may be properly used for the satisfaction of these debts, it is also recognized that it would not be appropriate for the Red Lake Chapter to be held financially responsible in any way for the debts of NFPI; and

14. The Red Lake Chapter, due to the loss of the chapter house, has occupied certain space in the former NFPI headquarters establishing the chapter offices in the community of Navajo; and

15. The Project Development Department of the Division of Economic Development has the experience, desire and ability to oversee the necessary environmental remediation and to develop the NFPI industrial core area as an Industrial and Commercial Park; and

16. Positions of the remainder of the former NFPI withdrawn area have already been leased to private and non-profit entities and the further leasing of business sites and homesites outside of the industrial area may be profitably undertaken through the development of new leases and lease renewals; and

17. The Government Development Commission agreed to work with the chapter, Navajo Townsite Community Development Corporation and local residents to develop a form of representation and a popularly elected Navajo Townsite Council or Planning Committee.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. In light of Resolutions CAP-48-95 and CJY-71-95, affecting the de facto dissolution of NFPI, and pursuant to 2 N.N.C. §724(E)(1), the Economic Development Committee of the Navajo Nation Council recommends that the Navajo Nation Council formally dissolve Navajo Forest Products Industries.

2. The Economic Development Committee of the Navajo Nation Council recommends that the Navajo Nation Council rescind the NFPI Plan of Operation and delete §§1551-1568 from Title 2 of the Navajo Nation Code.

3. The Economic Development Committee of the Navajo Nation Council recommends that the Navajo Nation Council confirm that the former NFPI withdrawal has been, and will continue to be, a part of the Red Lake Chapter.

4. The Economic Development Committee of the Navajo Nation Council recommends that the Navajo Nation Council designate the NFPI plant site as an Industrial and Commercial Park to be developed and leased under the supervision of the Division of Economic Development, leases being subject to any lien relating to NFPI and/or development and environmental remediation debts. Upon the satisfaction of these obligations, and the certification of the Red Lake Chapter under the Local Governance Act (LGA), as an entity qualified to manage real property, these leases, at the option of the Chapter, may be transferred to the Chapter for lease management and rent collection.

5. The Economic Development Committee of the Navajo Nation Council recommends that the Navajo Nation Council recognize portions of the NFPI withdrawal outside of the proposed Industrial and Commercial Park as an area withdrawn from all forms of customary use which may be leased for businesses and homesite purposes, with business site leasing to be done through the Division of Economic Development and homesite leases issued through the Navajo Land Department. The business site leases, at the option of the Red Lake Chapter, will be transferred to the Red Lake Chapter upon Local Governance Act (LGA) certification of the chapter as an entity qualified to manage real property, for the purpose of lease management and rent collection, with such leases to be transferred to the Red Lake Chapter free of any liens relating to NFPI debts.

6. The Economic Development Committee of the Navajo Nation Council recommends that the Navajo Nation Council confirm the right in Red Lake Chapter to continue to occupy space in the former NFPI headquarters building, grant the Red Lake Chapter the right to use the building known as the Old NFPI Maintenance Building within the NFPI Industrial area, grant the Red Lake Chapter the right to take over control and management of the community building in Navajo, or to otherwise determine the use which will be made of this structure, and grant the Red Lake Chapter the right to use vacant and unleased land within the former NFPI withdrawal area for public purposes benefiting residents of the chapter and the community of Navajo.

7. The Economic Development Committee of the Navajo Nation Council recommends that the Navajo Nation Council place control of all personal property not disposed of by this resolution, or by Navajo Nation Council Resolutions CJA-71-95 and CJA-07-99 under the control and management of the Property Management Department of the Division of Finance.

#### CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Economic Development Committee of the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 4 in favor, 0 opposed and 1 abstained, this 18<sup>th</sup> day of October 2001.

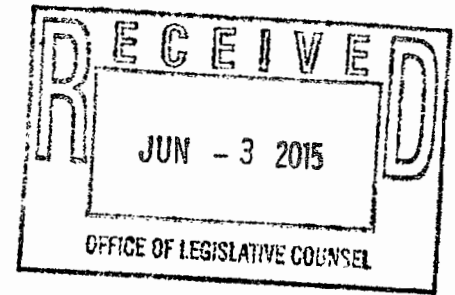
  
Lawrence R. Platero, Chairperson  
Economic Development Committee

Motion: Tim Goodluck  
Second: Tom LaPahe



# THE NAVAJO NATION

RUSSELL BEGAYE PRES  
JONATHAN NEZ VICE



TO : Erika Friedlander, Attorney  
Legislative Services

FROM : *Vera Shurley*  
Vera Shurley, Right of Way Agent  
Navajo Land Department  
Division of Natural Resources

DATE : June 3, 2015

SUBJECT : DEAP Charter School

Attached is a copy of the Advisory Committee Resolution ACAP-66-33 Authorizing Payment Compensation to Prior Users of Lands Withdrawn for Navajo Forest Products Industries, Industrial and Community Areas.

Seven individual were issued checks and paid on April 17, 1963 and each member of the Cleveland Family agreed to the conditions set forth on the Release of payment.

Please call our office for any questions at 871-6447 for any questions.

ATTACHMENTS



RESOLUTION OF THE ADVISORY COMMITTEE  
OF THE NAVAJO TRIBAL COUNCIL

Authorizing Payment of Compensation to Prior Users of Lands  
Withdrawn for Navajo Forest Products Industries, Industrial and  
Community Areas

WHEREAS:

1. By Advisory Committee Resolution No. ACAU-149-60, as amended by Resolution No. ACN-209-60, an area in the vicinity of Red Lake on the Navajo Indian Reservation, McKinley County, New Mexico, was withdrawn for development as an industrial and community area for the Navajo Forest Products Industries.

2. Resolution ACAU-149-60 defined certain undertakings and steps to be made by the Navajo Tribe in favor of the members of the Navajo Tribe who previously had occupied and used the area withdrawn for the use of the Navajo Forest Products Industries. Such steps and undertakings were to be deemed for just and adequate compensation for any individual rights taken, impaired or destroyed by Resolution ACAU-149-60.

3. The primary undertaking of finding another area for members of the Cleveland family has proved impossible to carry out and the Advisory Committee has instructed Land Investigation Department to conduct an appraisal of improvements and customary use rights which were taken, impaired or destroyed by Resolution ACAU-149-60.

4. Other steps and undertakings defined in Resolution ACAU-149-60 have not been fully carried out as of this date.

5. Navajo Tribal Council Resolution CJA-18-60 authorizes the payment of compensation to Navajo Indian claimants for improvements and customary use rights in areas adversely disposed of by the Navajo Tribe and the Navajo Forest Products Industries has available funds set aside to carry out certain undertakings defined in Resolution ACAU-149-60 in the amount of Fifteen Thousand Dollars.

6. In hearings conducted by the Advisory Committee on April 1, 1963, representatives of the individual members of the Tribe affected by the withdrawal made by ACAU-149-60 indicated that they will accept as full and just compensation to them for the loss of their individual areas the total sum of Thirty-four Thousand Dollars to be divided among seven claimants equally.

7. The Advisory Committee deems that it is in the best interest of the Tribe, because of delays in securing to the claimants their adequate compensation, that these claimants be paid the amount that they are willing to settle in full for with the balance to be charged to the Advisory Committee Contingency Fund.

NOW THEREFORE BE IT RESOLVED THAT:

1. Upon the execution by the claimants identified below of a full and complete release to the Navajo Tribe and the Navajo Forest Products Industries of any and all right, claim or interest now or in the future to the area withdrawn for the industrial and community use of the Navajo Forest Products Industries, the Advisory Committee authorizes the expenditure from available and appropriate funds as just and full compensation to such claimants in the amount of Thirty-four Thousand Dollars.

2. The compensation above provided for shall be divided equally among the following claimants:

1. Mr. & Mrs. Sam Cleveland, C#50402  
and C#50403, respectively
2. Mrs. Maggie Lee, C#50404
3. Sadie C. Johnson, C#50405
4. Edward Cleveland, C#50406
5. Marian Todakonzie, C#50407
6. Tom H. Cleveland, C#50408
7. Billy Cleveland, C#50410

3. Advisory Committee Resolution ACAU-149-60 is amended to provide compensation herein provided for shall be charged as follows:

Fifteen Thousand Dollars to the Navajo Forest  
Products Industries


Fourteen Thousand One Hundred Dollars to  
Account 5205901

Four Thousand Nine Hundred Dollars to the  
Advisory Committee Contingency Fund

#### 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, Arizona, at which a

quorum was present and that same was passed by a vote of 8 in favor and 0 opposed this 2nd day of April, 1963.

  
Vice Chairman  
Navajo Tribal Council

THE NAVAJO TRIBE  
Window Rock, Arizona

RECEIVED

APR 17 1963

April 15, 1963

MEMORANDUM

TO: Edward McCabe, Jr., Director  
Administration Division  
FROM: Edward O. Plummer, Supervisor  
Land Investigation Department  
SUBJECT: Compensation to Cleveland Family.

Re: Advisory Committee Resolution No.  
ACAP-66-63, dated April 2, 1963.

Pursuant to the authorization by the Advisory Committee, by its resolution No. ACAP-66-63, dated April 2, 1963, this is a request for you to issue checks to the individuals and the amounts shown and credit Account 1110100 for advances made:

<u>Name</u>	<u>Total Share</u>	<u>Cr. Acct. 1110100 for Advances</u>	<u>Net Amount of Check</u>
1. Sam, CW50402 and Mary Cleveland, CW50403	\$4,857.15	\$1,550.00	\$3,307.15
2. Mrs. Maggie Lee, CW50404	4,857.15	1,745.00	3,112.15
3. Sadie C. Johnson, CW50405	4,857.14	1,400.00	3,457.14
4. Edward Cleveland, CW50406	4,857.14	1,380.00	3,477.14
5. Marian Todakonzie, CW50407	4,857.14	1,250.00	3,607.14
6. Tom H. Cleveland, C CW50408	4,857.14	1,745.00	3,112.14

*OE for  
Please  
pay over  
portion  
to day 4/17/63  
LH*

Edward McCabe, Jr.

-2-

April 15, 1963

7. Billy Cleveland,  
CB50410

4,857.14

1,050.00

3,807.14

Total Amount of  
Compensation

\$34,000.00

Total Advances Cr.

Acct. No. 1110101

\$10,120.00

Total Amount of  
Checks

\$23,880.00

Pursuant to the referenced Advisory Committee Resolution, ACAP-66-63, you are to credit the following accounts for the expenditures:

1. Navajo Forest Products Industries Account No. 1110101	\$15,000.00
2. Land Investigation Account No. 5203901	14,100.00
3. Advisory Committee Contingency Fund Account No. 5102918	<u>4,900.00</u>
Total	<u>\$34,000.00</u>

Please deliver the checks to us and we will have each individual sign releases as specified by the referenced resolution.

/s/ Edward O. Plummer

Edward O. Plummer, Supervisor  
Land Investigation Department

cc: Chrono

File-Compensation s-Navajo E.P.I.

J. Maurice McCabe, E. S.

Resources Division

N. F. P. I., Attn: Mr. Leslie Holmes ✓

EOPlummer/aj/4-16-63

File

O  
R. 100

**THE NAVAJO TRIBE**  
**Window Rock, Arizona**

April 19, 1963

**MEMORANDUM**

**TO: L. I. Holmes, General Manager**  
**Navajo Forest Products Industries**  
**FROM: Edward O. Plummer, Supervisor**  
**Land Investigation Department**  
**SUBJECT: Compensation to Cleveland Family**

Pursuant to your request for copies of the releases signed by the members of the Cleveland family for the compensation recently authorized by the Advisory Committee, attached hereto are copies of the releases. The family was paid on April 17, 1963 and each member of the family agreed to the conditions as listed on the release. We hope that this matter is settled and closed.



**Edward O. Plummer, Supervisor**  
**Land Investigation Department**

**Attachments**

R E L E A S E

For and in consideration of the sum of \$Four Thousand Eight Hundred Fifty-Seven and 14/100 Dollars. (\$4,857.14) paid to the undersigned by the Navajo Tribe, the undersigned for (herself/~~themselves~~) and (her/~~he~~) heirs, distributees, executors, administrators and assigns:

- (1) Does remise, release and forever discharge, the Navajo Tribe of Indians and the Navajo Forest Products Industries, their successors and assigns, from any and every claim whatsoever or cause of action arising out of the withdrawal of 860.668 acres of tribal land (Advisory Committee Resolution Nos. ACAU-149-60 and ACN-209-60) for the Navajo Forest Products Industries, industrial and community site at Navajo, New Mexico.
- (2) Agrees that any use of the withdrawn area made in the future shall be only at the discretion of the Navajo Tribe and at (her/~~he~~) own and sole risk and that the Navajo Tribe may at any time exercise its rights to use the land for industrial and community development purposes whenever it so desires and that no further claim for compensation or damage shall be made.
- (3) Agrees that the right to occupy the 4.15 acre tract within the withdrawn area for homesite purposes shall be strictly limited to homesite purposes and no other purpose shall be allowed whatsoever; agrees to apply

for a homesite lease for the area from the Tribe; and agrees that all improvements within the 4.15 acre tract shall comply with all housing, building and other restrictions and codes that might be prescribed by the Navajo Tribe.

- (4) Agrees that present improvements on the 4.15 acre tract within the withdrawn area shall be torn down and removed at their own sole cost and expense except for the present residence of Sam and Mary Cleveland and that this residence shall be removed upon the death of Sam and Mary Cleveland or their release of the area whichever is sooner in time.
- (5) Agrees that in lieu and in place of all other promises, commitments or undertakings whatsoever, including the agreements found in Advisory Committee Resolution ACAU-149-60, agrees to accept the sum set forth above as full, complete and just compensation for whatever rights of occupancy, improvements or claims to and within the withdrawn area for the Navajo Forest Products Industries, (she/~~they~~) may have or assert.

This release has been fully explained and translated to me and by signature hereto I acknowledge that I fully understand and agree to the terms hereof.

Dated this 17<sup>th</sup> day of April, 1963.



WITNESSES:

*Edward O. Hummer*  
*R. H. Sandoval*

*Sadie C. Johnson*  
Sadie C. Johnson, O#50405

Total Amount of Compensation \$4,857.14  
Less Deductions of Advances 1,400.00

Net Amount Paid \$3,457.14

Paid by Tribal Check # 151481  
Dated 4-17-63

**WITNESSES:**

*R. H. Sordogul*  
*Edward O. Hume*

*Marian Todakonzie*

Marian Todakonzie, C#50407

Total Amount of Compensation	\$4,857.14
Less Deduction for Advances	<u>1,250.00</u>
Net Amount Paid	<u>\$3,607.14</u>

Paid by Tribal Check # 151483  
Dated 4-17-63

WITNESSES:

*E. H. Sandover*  
E. H. Sandover

*Edward Cleveland*  
Edward Cleveland, C#50406

Total Amount of Compensation	\$4,857.14
Less Deduction for Advances	<u>1,380.00</u>
Net Amount Paid	<u>\$3,477.14</u>

Paid by Tribal Check # 151482  
Dated 4-17-63

WITNESSES:

*R. H. Sandoval*  
*E. Plummer*



*His Right Thumbprint*

Sam Cleveland, C#50402



*Her Right Thumbprint*

Mary Cleveland, C#50403

Total Amount of Compensation \$4,857.15  
Less Deduction for Advances 1,550.00

Net Amount Paid \$3,307.15

Paid by Tribal Check # 151486  
Dated 4-17-63

WITNESSES:

*[Signature]*  
*L. H. Sandoval*

*[Signature]*  
Tom H. Cleveland, C#50408

Total Amount of Compensation	\$4,857.14
Less Deductions for advances	<u>1,745.00</u>
Net Amount Paid	\$3,112.14

Paid by Tribal Check # 157484  
Dated 4-17-63

WITNESSES:

*R. H. Sandoval*  
*E. Plummer*



Mrs. Maggie Lee, C#50404

Total Amount of Compensation	\$4,857.15
Less Deductions for advances	<u>1,745.00</u>
Net Amount Paid	<u><u>\$3,112.15</u></u>

Paid by Tribal Check # 151480  
Dated 4-17-63

WITNESSES:

*R. H. Sandover*  
*Ephumwe*

*Billy Cleveland*  
Billy Cleveland, C#50410

Total Amount of Compensation	\$4,857.14
Less Deductions for advances	<u>1,050.00</u>
Net Amount Paid	\$3,807.14

Paid by Tribal Check # 151485  
Dated 4-17-63

# NFPI Boundary

Navajo New, Mexico

Legend  
NFPI Area

Google earth

5000 ft









# THE NAVAJO NATION

BEN SHELLY  
REX LEE JIM

Navajo Nation Environmental Protection Office – Office of the Executive Director

P.O. Box 134 Window Rock, AZ 86515 • Bldg # 2695 Window Rock Blvd

Tel: 928.871.7692 Fax: 928.871.7996

Feb 24 2015

Prestene S. Garnenez  
Director of Operations and Community Empowerment  
Dzil Diti ooi School of Empowerment, Action and Perseverance  
P.O. Box 156  
Navajo, NM 87328

Dear Ms. Garnenez,

On April 7, 2015, Navajo Superfund Program (NSP) responded to an environmental consult on the proposed Dzil Diti ooi School of Empowerment, Action and Perseverance (DEAP) land lease site in Navajo, New Mexico. In this response, NSP informed the NNEPA Office of Environmental Review that the proposed land lease area is located less than 500 feet from the Navajo Forestry Products Industries (NFPI) Brownfields Site. According to the USEPA, with certain legal exclusions and additions, the term "**brownfield site**" means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Navajo Nation EPA will approve the environmental review portion of your land withdrawal application for the DEAP School for the limited time period of five years with conditions.

As stated at our meeting on April 16, 2015 on this subject at the Navajo Nation Government's Chief of Staff's office, the Navajo Nation EPA has concerns about the DEAP withdrawing land for a school so close to the NFPI Brownfields Site. Our office has no legal description of the NFPI site, therefore, we do not confirm if your proposed site is within the legal boundary of the NFPI site.

There have been two Preliminary Site Assessments<sup>1</sup> performed on the NFPI site which documents possible hazardous substances. Of the greatest concern is a structure called the Drying Kiln. This structure, which is still on site, is open and contains friable asbestos in the walls, ceiling, and possibly the floor.

There has been very limited testing done on the NFPI site. There has been testing of some crushed concrete, soil testing in a very limited area, and some groundwater well testing. Navajo EPA has confirmed that there is petroleum contamination at the NFPI site.

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<sup>1</sup> Phase I Environmental Site Assessment, Navajo Superfund Program, September 28, 2001.

Updated Phase I Environmental Site Assessment, Daniel B. Stephens & Associates, Inc., September 28, 2012.

Dzil Diti ooi School of Empowerment, Action and Perseverance  
NNEPA Environmental Review  
April 24, 2015

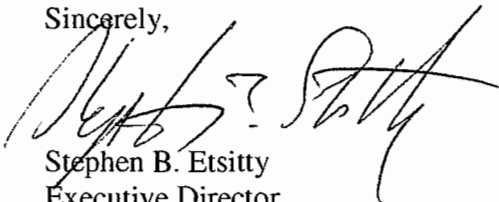
There has not been any soil or other specific contaminant testing beyond what has been stated here. Navajo Superfund Program has applied for a USEPA Brownfields Site Investigation grant for more detailed investigation of the site. There does need to be cleanup and remediation of the NFPI site. The Drying Kiln structure certainly needs to be abated and demolished. When the Drying Kiln work occurs, there will be strict controls to contain any hazardous substances from escaping into the environment. We do not know when any remediation work will occur.

Navajo Nation EPA received your subsequent letter dated April 16, 2015 which states that the proposed DEAP location was approved by the Red Lake Chapter for a "minimum of 5 years". Navajo EPA approves the environmental review portion of your land withdrawal application for the DEAP School for the limited time period of five years with the following conditions. At the end of the five year period, we would like to review again the land status based on current conditions of the NFPI site.

1. There is to be no drilling of any new water wells. Navajo EPA expects that the DEAP will be obtaining drinking and potable water from the NTUA existing water infrastructure systems.
2. There is to be no gardening in the existing soil. At this time, there has been no soil testing at the NFPI site and the proposed DEAP location is within 500 feet of the NFPI site.
3. We expect that DEAP will work with our office at the time of any sampling and remediation of the NFPI site, if DEAP is still located at the proposed location when this work occurs.

We appreciate any future coordination with our office in matters related to this project. If you have any questions, please call Ms. Freida White of the Navajo Superfund Program at (928) 871-6859.

Sincerely,



Stephen B. Etsitty  
Executive Director  
Navajo Environmental Protection Agency

cc: Albert Damon, Economic Development  
Deswood Tome, Chief of Staff, OPVP  
Freida White, Navajo Superfund  
Rita Whitehorse-Larson, NNEPA  
Henry Haven, NNEPA LUST

**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.:** School Site for Dzil Dit L'ooi School of Empowerment, Action & Perseverance (DEAP)

**DESCRIPTION:** Proposed land withdrawal of ±8.37 acres for a charter school within the community of Navajo, NM.

**LOCATION:** Navajo, Red Lake Chapter, McKinley County, New Mexico

**REPRESENTATIVE:** Prestene S. Garnenez, Director of Operations and Community Empowerment, DEAP

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

**B.R. REPORT TITLE / DATE / PREPARER:** Request for review & concurrence/19 MAR 2015/Garnenez

**SIGNIFICANT BIOLOGICAL RESOURCES FOUND:** Area 4.

**POTENTIAL IMPACTS**

**NESL SPECIES POTENTIALLY IMPACTED:** NA

**FEDERALLY-LISTED SPECIES AFFECTED:** NA

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

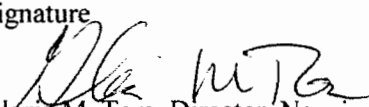
**AVOIDANCE / MITIGATION MEASURES:** NA

**CONDITIONS OF COMPLIANCE\*:** NA

**FORM PREPARED BY / DATE:** Pamela A. Kyselka/23 MAR 2015

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

☐ \_\_\_\_\_
 ☐ \_\_\_\_\_

<b>2 NTC § 164 Recommendation:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Conditional Approval (with memo) <input type="checkbox"/> Disapproval (with memo) <input type="checkbox"/> Categorical Exclusion (with request letter) <input type="checkbox"/> None (with memo)	<b>Signature</b>  Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife	<b>Date</b> 3/24/15
--	---	------------------------

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



THE NAVAJO  
HISTORIC PRESERVATION DEPARTMENT

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

## CULTURAL RESOURCE INVENTORY DETERMINATION FORM

<b>SPONSOR:</b> Prestene S. Garnanez	<b>NNHPD NO.:</b> NTM-80-57; HPD-04-816;HPD-98-188.1
<b>ADDRESS:</b> Dzil Dit L'ooi School of Empowerment	<b>PROJECT NO.:</b> CRMP-81-039; DCD1 04-098;NAFM 98-001
<b>PO Box 156, Navajo, New Mexico 87328</b>	<b>UNDERTAKING:</b> Land Withdrawal & Construction of the Dzil Dit L'ooi School of Empowerment, Action & Perseverance (DEAP)
<b>REPORT TITLE:</b> <u>NTM-80-57: The Navajo High School Site: A Multicomponent Lithic Scatter in the Black Creek Valley, Navajo Nation</u>	
<u>HPD-04-816: A Cultural Resource Inventory of the Red Lake Chapter office Complex Tract, Red Lake Chapter, McKinley County, New Mexico</u>	
<u>HPD-98-188.1: An Archaeological Survey for a Proposed Manufacturing Assembling and Sales of Homes and Related Materials and Products by Millennial Homes, Inc. in Navajo, McKinley County, New Mexico</u>	

### NAVAJO NATION HISTORIC PRESERVATION DEPARTMENT RECOMMENDATIONS:

A Cultural Resources Compliance Form (CRCF) may not be included in this "archaeological approval" due to the nature of sensitive cultural resources documented. This in no way affects any authority of the NNHPD-Cultural Resource Compliance Section to issue an "archaeological approval" for this undertaking. A cultural resource inventory survey is not required for this undertaking for reason(s) indicated below:

<input checked="" type="checkbox"/>	The proposed project is located within an area that has been previously inventoried for cultural resources and documented in the NNHPD report listed above. The previous archaeological inventory found that "No Historic Properties will be Affected" within the area of this undertaking. Archaeological approval is hereby granted for the undertaking within the area noted in attachment(s).
	<b>Attachment A (Request) DEAP IS PROPOSING TO WITHDRAW AND CONSTRUCT/PLACE BUILDINGS WITHIN THE 8.37-ACRE AREA FOR THE NEW SCHOOL</b>
	<b>Attachment B (Location)</b>
	<b>Note: Attach USGS map copy of project area &amp; other supporting documents.</b>
<input checked="" type="checkbox"/>	Previous ground disturbance within the last fifty (50) years has modified the surface so extensively that the likelihood of finding any cultural properties is negligible (e.g., within a flood plain).
<input type="checkbox"/>	Undertaking will not require any surface disturbing activities (e.g. aerial spraying, hand application of chemicals, travel on existing roads, etc).
<input type="checkbox"/>	Other:

**Reviewed by:** Tamara Billie, Senior Archaeologist

**DATE:** March 30, 2015

**NOTIFICATION TO PROCEED RECOMMENDED:**

**YES** ☒ **NO** ☐

**Navajo Nation Historic Preservation Department**

**DATE:** 3/31/15

**NAVAJO REGIONAL APPROVAL:**

**YES** ☒ **NO** ☐

**Bureau of Indian Affairs, Navajo Area Office**

**DATE:** 4-24-15

TLN 4.22.15

#### DISCOVERY CLAUSE

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.



THE NAVAJO NATION  
HISTORIC PRESERVATION DEPARTMENT

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

**CULTURAL RESOURCE INVENTORY DETERMINATION FORM**

<b>SPONSOR:</b> Prestene S. Garnanez	<b>NNHPD NO.:</b> NTM-80-57; HPD-04-816;HPD-98-188.1
<b>ADDRESS:</b> Dzil Dit L'ooi School of Empowerment	<b>PROJECT NO.:</b> CRMP-81-039; DCD1 04-098;NAFM 98-001
<b>PO Box 156, Navajo, New Mexico 87328</b>	<b>UNDERTAKING:</b> Land Withdrawal & Construction of the Dzil Dit L'ooi School of Empowerment, Action & Perseverance (DEAP)
<b>REPORT TITLE:</b> <u>NTM-80-57: The Navajo High School Site: A Multicomponent Lithic Scatter in the Black Creek Valley, Navajo Nation</u>	
<u>HPD-04-816: A Cultural Resource Inventory of the Red Lake Chapter office Complex Tract, Red Lake Chapter, McKinley County, New Mexico</u>	
<u>HPD-98-188.1: An Archaeological Survey for a Proposed Manufacturing Assembling and Sales of Homes and Related Materials and Products by Millennial Homes, Inc. in Navajo, McKinley County, New Mexico</u>	

**NAVAJO NATION HISTORIC PRESERVATION DEPARTMENT RECOMMENDATIONS:**

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**Attachment A (Request) DEAP IS PROPOSING TO WITHDRAW AND CONSTRUCT/PLACE BUILDINGS WITHIN THE 8.37-ACRE AREA FOR THE NEW SCHOOL**

**Attachment B (Location)**

**Note: Attach USGS map copy of project area & other supporting documents.**



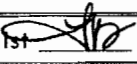
Previous ground disturbance within the last fifty (50) years has modified the surface so extensively that the likelihood of finding any cultural properties is negligible (e.g., within a flood plain).



Undertaking will not require any surface disturbing activities (e.g. aerial spraying, hand application of chemicals, travel on existing roads, etc).



Other:

**Reviewed by:** Tamara Billie, Senior Archaeologist 

**DATE:** March 30, 2015

**NOTIFICATION TO PROCEED RECOMMENDED:**

**YES** ☒ **NO** ☐

  
Navajo Nation Historic Preservation Department

**DATE:** 3/31/15

**NAVAJO REGIONAL APPROVAL:**

**YES** ☐ **NO** ☐

**Bureau of Indian Affairs, Navajo Area Office**

**DATE:**

**DISCOVERY CLAUSE**

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.




**NAVAJO NATION DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL**

**HARRISON TSOSIE  
ATTORNEY GENERAL**

**DANA L. BOBROFF  
DEPUTY ATTORNEY GENERAL**

MEMORANDUM

TO: ALL CONCERNED

FROM:   
Biddah N. Becker, Assistant Attorney General  
Natural Resources Unit, Department of Justice

DATE: May 8, 2014


SUBJECT: **STANDING DELEGATION OF AUTHORITY**

Please be advised the personnel listed below, in order of succession, will be delegated, authority to act in the capacity of the Assistant Attorney General, Natural Resources Unit during my absence from the office. Also, please be advised the personnel listed below, in order of succession, will have surname authority, unless indicated otherwise. This delegation will be effective immediately.

The authorized delegation will include all routine duties of the Assistant Attorney General, Natural Resources Unit. Any matters regarding personnel issues will be held for my review/decision upon my return. This Standing Delegation of Authority supersedes all delegations.

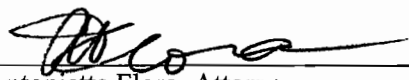
Thank you for your cooperation.

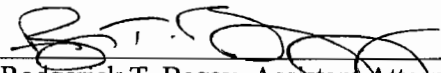
ADMINISTRATIVE REVIEW

  
David A. Taylor, Attorney  
Natural Resources Unit, Department of Justice


SURNAME AUTHORITY

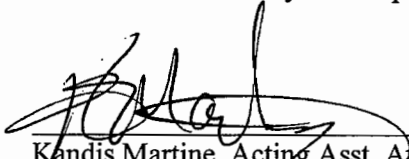
  
Paul Spruhan, Assistant Attorney General  
Labor and Employment Unit, DOJ

  
Antoniette Flora, Attorney  
Natural Resources Unit, Department of Justice

  
Rodgerick T. Begay, Assistant Attorney General  
Economic/Community Development Unit, DOJ

**CONCUR:**

  
Dana L. Bobroff, Deputy Attorney General  
Office of the Attorney General, Dept. of Justice

  
Kandis Martine, Acting Asst. Attorney General  
Human Services/Government Unit, DOJ





**MEMORANDUM**

**TO:** Mr. Moroni Benally  
Division of Natural Resources

**FROM:**   
Russell Begaye, President  
The Navajo Nation

**DATE:** May 12, 2015

**SUBJECT:** Acting Status Appointment

This memorandum serves to appoint you as the Acting Division Director for the Division of Natural Resources. This appointment shall take effect on Tuesday, May 12, 2015 at 12:01 P.M. until further notice from the President.

You shall be responsible for the supervision of all departments/programs under the Division of Natural Resources. This includes ensuring compliance with all applicable Navajo Nation laws and policies. During this appointment you will report to the Chief of Staff, President, Vice President and be responsible for the management and administration of the Division personnel, finances and service delivery.

You will be compensated at the current budgeted salary of the Division Director.  
Your acceptance of this appointment is appreciated. Thank you.





THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

May 29, 2015

Prestene S. Garnenez  
Director of Operations & Community Empowerment  
Dził Dít'ooí School of Empowerment, Action and Perseverance  
P.O. Box 156  
Navajo, NM 87328

**RE: Request to Self-Insurance Program under Lease Agreement**

Thank you for your letter dated May 20, 2015. It appears that your program will bring in great services for the students and Community. We hope you will be successful. As far as the lease, I understand that your Program is under a self-insurance program. The safety and protection of the students, visitors and employees are very important. As such, as long as the self-insurance program continues to protect those individuals we would be favorable in supporting a waiver of the insurance requirements, pursuant to 25 C.F.R.162. This will still need approval by the proper oversight. Upon receipt of the Lease for action by the President and Vice-President, we would be open to entertaining a waiver as long as the lease and its terms are in the best interest of the Navajo Nation. If you have any further questions, please contact Robert Joe, *Acting* Chief of Staff at 928-551-2450.

Sincerely,  
THE NAVAJO NATION

A handwritten signature in black ink, reading "Russell Begaye".

Russell Begaye, *President*