

## LEGISLATIVE SUMMARY SHEET

Tracking No. 0025-23

**DATE:** February 10, 2023

**TITLE OF RESOLUTION:** PROPOSED NAVAJO NATION COUNCIL RESOLUTION; AN ACTION RELATING TO THE NAABIK'ÍYATI' COMMITTEE AND THE NAVAJO NATION COUNCIL; APPROVING THE PURCHASE OF PROPERTY OFFERED FOR SALE TO THE NAVAJO NATION BY THE OWNERS OF GOULDING'S MONUMENT VALLEY LODGE AND TOURS, MONUMENT VALLEY, UTAH; APPROVING THE EXPENDITURE OF FUND PRINCIPAL OF THE LAND ACQUISITION TRUST FUND TO PURCHASE THE PROPERTY; AND APPROVING A LIMITED WAIVER OF SOVEREIGN IMMUNITY

**PURPOSE:** The purpose of this legislation is to approve the expenditure of the Land Acquisition Trust Fund "fund principal" in the amount of \$59,500,000.00 for the purchase of the Goulding's Lodge and Tours property, Monument Valley, Utah, plus any closing costs, and expenses consistent with the general terms of the Real Estate and Asset Purchase Agreement for this Property. The legislation will also approve a limited waiver of sovereign immunity.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

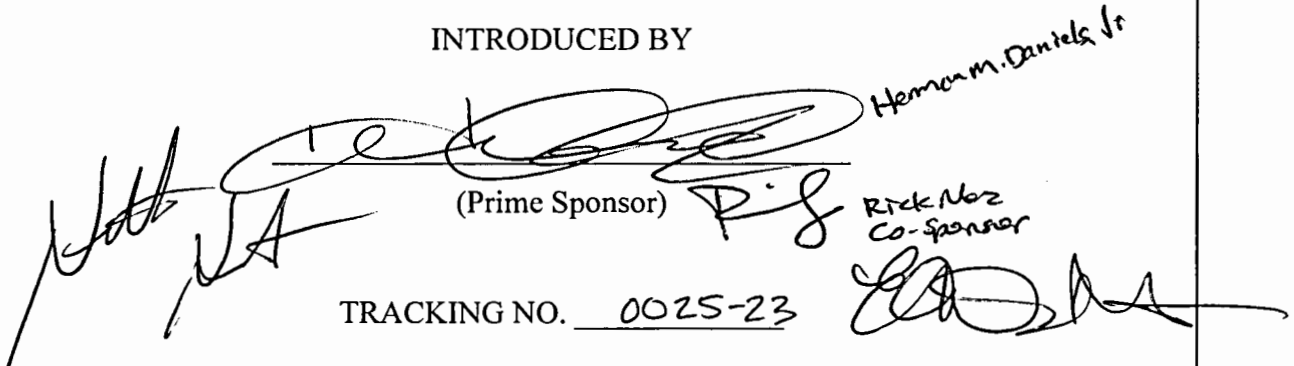
5-DAY BILL/HOLD PERIOD: John  
Website Posting Time/Date: 1:05pm; 02-22-23  
Posting End Date: 02-27-23  
Eligible for Action: 02-28-23

Naabik'iyati' Committee  
Thence  
Navajo Nation Council

PROPOSED NAVAJO NATION COUNCIL RESOLUTION

25<sup>th</sup> NAVAJO NATION COUNCIL -- First Year, 2023

INTRODUCED BY

  
(Prime Sponsor) P. J. Rick Noz  
Co-Sponsor

TRACKING NO. 0025-23

AN ACTION

RELATING TO THE NAABIK'ÍYATI' COMMITTEE AND THE NAVAJO NATION  
COUNCIL; APPROVING THE PURCHASE OF PROPERTY OFFERED FOR SALE TO  
THE NAVAJO NATION BY THE OWNERS OF GOULDING'S MONUMENT VALLEY  
LODGE AND TOURS, MONUMENT VALLEY, UTAH; APPROVING THE  
EXPENDITURE OF FUND PRINCIPAL OF THE LAND ACQUISITION TRUST FUND TO  
PURCHASE THE PROPERTY; AND APPROVING A LIMITED WAIVER OF  
SOVEREIGN IMMUNITY

BE IT ENACTED:

**Section One. Authority**

- A. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102(A).
- B. Enactments of positive law must be reviewed and approved by resolution by the Navajo Nation Council. 2 N.N.C. § 164(A).
- C. Pursuant to 16 N.N.C. § 4 the Naabik'iyati' Committee, will grant final approval for acquisition or disposition of real property(ies) exceeding \$20,000,000.00 per calendar year. CAU-44-16 (August 10, 2016).
- D. The Land Acquisition Trust Fund principal shall not be expended except pursuant to a two-thirds (2/3) vote of the full membership of the Navajo Nation Council. 16 N.N.C. § 204.



1 E. The Navajo Nation Council is authorized to approve a limited waiver of the Navajo  
2 Nation's sovereign immunity by a two-thirds (2/3) vote of the full membership of the  
3 Navajo Nation Council. 1 N.N.C. § 554.  
4

5 **Section Two. Findings**

6 A. The Navajo Nation Acquisition of Lands Act, 16 N.N.C. § 2. (A) (5), states "The  
7 Navajo Nation's major purposes in acquiring new lands shall be to: . . . (5) Provide  
8 land necessary for approved Navajo Nation economic development." 16 N.N.C. § 2  
9 (A) (5), Resolution No. CAU-44-16.

10 B. The Navajo Nation shall acquire and dispose of real property subject to land acquisition  
11 regulations as approved by the Resources and Development Committee of the Navajo  
12 Nation Council. 16 N.N.C. § 3, Resolution No. CAU-44-16.

13 C. The Resources and Development Committee approved the Navajo Nation Land  
14 Acquisition Rules and Regulations ("Rules and Regulations") by Resolution No.  
15 RDCO-78-16.

16 D. The Navajo Nation Land Acquisition Rules and Regulations authorize the Executive  
17 Director of the Division of Natural Resources ("DNR") to:

- 18 1. Strategize and evaluate properties for acquisition or disposition through  
19 coordination with appropriate Divisions, Chapters, and Enterprises;
- 20 2. Conduct a preliminary assessment of the property in terms of location, value to  
21 the Navajo Nation, title, and environmental issues;
- 22 3. Coordinate with interested Divisions or Chapters to complete the assessment of  
23 the property for acquisition or disposition;
- 24 4. Hire consultants, such as, but not limited to, real estate brokers and agents to  
25 assist the Navajo Nation in the acquisition or disposition of real property;
- 26 5. Negotiate the purchase price for the subject property; and
- 27 6. Authorize the Navajo Land Department to conduct additional administrative  
28 duties that are not already identified herein. *See* Rules and Regulations, Section  
29 III, (B) (1-6).  
30

- 1 E. The Rules and Regulations provide, among other provisions, that the “Navajo Nation  
2 should purchase fee simple title to real property that is insurable. All steps should be  
3 taken to obtain clear and marketable title that is free of questions of fact, free of  
4 questions of law, free of any clouds on title, not subject to liens, and vested in the seller  
5 of the property, except in special circumstances that are deemed to benefit the Navajo  
6 Nation. The purchase price for the land must be fair and reasonable.” *See* Rules and  
7 Regulations, Section V, Real Property Purchase Requirements, (B)(C).
- 8 F. On September 20, 2022, Stewart Title Guaranty Company, through the Anderson-  
9 Oliver Title Insurance Agency, Inc., issued a Commitment for Title Insurance, offering  
10 a Title Insurance Policy to the Navajo Nation upon purchase of the Goulding’s  
11 Monument Valley Lodge and Tours, subject to meeting conditions and exceptions to  
12 coverage stated. The title to the Property is insurable. A copy of the Commitment for  
13 Title Insurance is attached hereto and incorporated herein by this reference as **Exhibit**  
14 **“A.”**
- 15 G. On June 7, 2022, HVS Consulting & Valuation, Division of TS Worldwide, LLC,  
16 completed a Narrative Appraisal Report regarding “Goulding’s Lodge, 1000  
17 Goulding’s Trading Post Road, Oljato-Monument Valley, Utah.” This document is  
18 attached hereto and incorporated by this reference as **Exhibit “B.”**
- 19 H. The “EVALUATION AND RECOMMENDATION REPORT [of] the Proposed  
20 Purchase of Goulding’s Property in Monument Valley, Utah” dated October 6, 2022,  
21 (“NDL’s Report”) prepared by Mr. Jonathan Begay, Land Agent, Navajo Land  
22 Department and the Commitment for Title Insurance indicate that the title to the  
23 Property is clear and marketable, complying with the requirements of applicable  
24 Navajo Nation law. The Navajo Land Department’s Evaluation and Recommendation  
25 Report (“NLD’s Report”) with Tabs 1-8 are attached hereto and incorporated herein by  
26 this reference as **Exhibit “C.”**
- 27 I. The Rules and Regulations provide general procedures for the purchase of real property  
28 where the Navajo Land Department shall conduct a preliminary inspection involving  
29 an on-site inspection of the property to identify the land, any title issues, inventory,  
30 readily identifiable environmental concerns, or any other issue that may exist and shall

1 review preliminary title documents, if available, for identification of any liens,  
2 encumbrances, or title issues. *See* Rules and Regulations, Section VI, General  
3 Procedure for Purchase of Real Property, (C) (1) and (2).

4 J. On October 11, 2022, the Navajo Land Department submitted its inspection report,  
5 evaluation of the subject Property, and its recommendation to purchase the Goulding's  
6 Monument Valley Lodge and Tours Property.

7 K. Navajo Land Department's "EVALUATION AND RECOMMENDATION  
8 REPORT," NDL's Report, provides the following recommendation: "The acquisition  
9 of the Goulding's property will give the Navajo Nation a great opportunity to  
10 consolidate Navajo land holdings near Oljato Chapter, Western Navajo Agency. . . The  
11 purchase of the property will give the Navajo Nation a greater land base to meet the  
12 need for housing, community and economic development, and/or recreational use. The  
13 Navajo Nation will also gain control of an internationally known tourist destination  
14 which will serve to bring more revenue onto the Navajo Nation. For these reasons,  
15 Navajo Land Department highly recommends the purchase from RGJ Corporation of  
16 670 acres, more or less, of fee and leasehold land, for the agreed purchase price of  
17 \$59,500,000 plus any closing costs, located near Oljato Chapter, San Juan County,  
18 Utah." NDL's Report, **Exhibit C**, at pg. 11.

19 L. The NDL's Report confirms that the real property is composed of 633 acres, more or  
20 less, of fee land in Section 36 and 37 acres, more or less, of leasehold land in Section  
21 25, both in Township 43 South, Range 15 East, Salt Lake Meridian, San Juan County,  
22 State of Utah, with the property located approximately 6.3 miles southeast of Oljato  
23 Chapter.

24 M. The NDL's Report further confirms that the north-half of the Property is highly  
25 developed with paved roads and various improvements, buildings, cellular towers, and  
26 assets described below.

27 N. The NDL's Report states that the south-half of the section is mostly vacant with scenic  
28 towering mesas and rock formations. "On the very south side of the parcel are three  
29 cookout/picnic areas. Access to Goulding's is currently from the paved County Road  
30

1 421. No trash piles or illegal dump sites were observed. The property is served by all  
2 utilities: electricity, sewage, water, and internet.” NDL’s Report, **Exhibit C**, at pg. 5.

3 O. “On the west side of the parcel near the campgrounds and RV park, the property  
4 extends slightly onto Navajo Nation trust. . . Usage of the improvements and land are  
5 mixed. There are areas for recreational use, retail, lodging, vehicle maintenance and  
6 repair, and storage.” NDL’s Report, **Exhibit C**, at pg. 8.

7 P. Lastly, the NDL’s Report states that the 2022 total tax liability amount is \$407,910.56,  
8 of which the amount of \$188,824 has been paid.

9 Q. 16 N.N.C. § 201 established the Land Acquisition Trust Fund (“LATF”) to be managed  
10 by the Navajo Land Department for the purchase of lands for the Navajo Nation in  
11 accordance with the Navajo Nation Land Acquisition Act, codified at 16 N.N.C. § 1,  
12 *et seq.*, and Rules and Regulations adopted by the Resources and Development  
13 Committee Resolution No. RDCO-78-16.

14 R. The Division of Natural Resources approved the purchase of the Real Property and  
15 business assets of Wayland Lafont, Managing Member and Authorized Agent, RGJ  
16 Corporation, Executive RV, Inc., and Goulding’s Monument Valley Enterprises, LLC,  
17 doing business as Goulding’s Monument Valley Lodge and Tours, and other associated  
18 businesses on December 14, 2022. The Executive Director of the Division of Natural  
19 Resources found the proposed real estate and asset purchase to be in conformance with  
20 the requirements of Section 4 of the Navajo Nation Land Acquisition Act and Section  
21 VI.D.2.a. of the Navajo Nation Land Acquisition Rules and Regulations. A copy of  
22 this land acquisition approval letter is attached hereto and incorporated herein as  
23 **Exhibit “D.”**

24 S. On August 19, 2022, the Navajo Nation, through the Navajo Land Department and the  
25 Division of Natural Resources executed a Letter of Intent (“LOI”) to purchase the real  
26 property and business assets of the aforementioned owners of the Goulding’s  
27 Monument Valley Lodge and Tours. **Exhibit “C,”** Tab 1.

28 T. On September 14, 2022, Mr. Bernard M. Rethore (Pfarr & Rethore, a Professional Law  
29 Corporation), Attorney for RGJ Corporation, Executive RV, Inc., and Goulding’s  
30 Monument Valley Enterprises, LLC, and Mr. Wayland LaFont, Managing Member and

1 Authorized Agent, responded to the Navajo Nation's LOI, attached hereto and  
2 incorporated herein by this reference as **Exhibit "E."** Mr. Rethore provided the Navajo  
3 Nation with supplemental information and confirmed the following terms of sale:

4 (1) the Purchase Price is \$59,500,000 for certain assets of the aforementioned  
5 companies and the real property located in Section 36, Township 43 South,  
6 Range 15 East, Salt Lake Meridian, San Juan County, State of Utah, and the  
7 various ground leases owned by the Navajo Nation;

8 (2) the Purchase Price shall be paid as follows: \$7,140,000 earnest money  
9 deposit and \$52,360,000 by cashier's check or wire at time of closing;

10 (3) Purchase Price assumes no cash from seller and the transaction will be  
11 structured as an asset purchase and not a purchase of Company Stock or  
12 Membership Interests;

13 (4) All employees may be retained in their current positions. It is anticipated  
14 the real estate purchase agreement and an asset purchase agreement may be  
15 integrated together to constitute one Definitive Agreement. The parties will  
16 mutually identify and agree on an escrow company to hold earnest and closing  
17 funds;

18 (5) Due Diligence, Advisors and Timing: buyer has completed its business and  
19 financial due diligence investigation of the Company. However, buyer shall  
20 have additional time to work closely with its advisors and seller to complete  
21 confirmatory tax, legal, technology and ordinary course of business endeavors  
22 in advance of executing a definitive purchase agreement by October 31, 2022.  
23 Close of escrow shall be no later than ninety (90) days after the opening of  
24 escrow. The parties by mutual agreement can extend or advance these dates as  
25 is reasonably required and agreed by them;

26 (6) Required Approval and Consents: Members of seller's organizations were  
27 briefed on and are supportive of the Navajo Nation's LOI. Seller understands  
28 that the Navajo Nation also has certain required approvals it must receive as  
29 more fully set forth in the LOI. None of the Company, Seller, Buyer, or  
30 shareholders, members or representatives will make any press release

1 concerning the existence of the Proposed Transaction contemplated without the  
2 prior written approval of the other parties to the purchase agreement. The  
3 parties are responsible for their own expenses in this matter. Escrow expenses  
4 will be split among buyer and seller.

5 U. The Supplemental Information provided is as follows: (1) the Lafont's holdings in  
6 Monument Valley is more complex than just RGJ Corporation; (2) the specific assets  
7 of the proposed purchase are owned by the following Companies: RGJ Corporation,  
8 Executive RV, Inc., and Goulding's Monument Valley Enterprises, LLC; (3) RGJ  
9 Corporation owns the majority of the Goulding's assets, Executive RV, Inc. owns two  
10 (2) real property parcels inside the Section 36 described in the LOI, and operates the  
11 Hillside Suites thereon. Goulding's Monument Valley Enterprises owns various  
12 leasehold interests received from the Navajo Nation for water, sewer, and airport use,  
13 and the LaFont's operate a 501 (c) (3) charitable non-profit corporation in the Museum  
14 and Trading Post called, "The Harry and Mike Goulding Museum, Ltd." Mr. Rethore's  
15 letter is signed, accepted, and agreed to by Mr. Wayland LaFont, Managing Member  
16 and Authorized Agent, RGJ Corporation, Executive RV, Inc., and Goulding's  
17 Monument Valley Enterprises, LLC. Copies of these documents are attached hereto  
18 and incorporated herein by this reference as **Exhibit "E."**

19 V. Beginning in January of 2022, the Division of Economic Development ("DED") issued  
20 a Request for Proposals ("RFP") to procure an operator and manager for the Goulding's  
21 Monument Valley Lodge and Tours businesses and property to commence after the  
22 Navajo Nation purchases the aforementioned land and business assets. DED sent the  
23 RFP to the Navajo Nation Hospitality Enterprise ("NNHE"), the Navajo Nation  
24 Gaming Enterprise, the Navajo Oil and Gas Company, and other Navajo Nation  
25 enterprises who expressed an interest in managing the aforementioned business. Of all  
26 of the Navajo Nation business enterprises that were sent a copy of the RFP, only NNHE  
27 replied to the solicitation. DED determined that NNHE was qualified to perform the  
28 management services and offered a business site lease and operating agreement for the  
29 Property to this entity. NLD, DNR, and DED are currently working in cooperation  
30 with NNHE to ensure that the Goulding's Monument Valley Lodge and Tours Property

continues to operate at peak efficiency when the Navajo Nation succeeds to ownership of the Property and business assets. It must be emphasized that NNHE is not being capitalized with additional property through this purchase; rather, the Navajo Nation will own the Property and NNHE will manage and operate the Property for the Navajo Nation. DED would grant a business site lease to the operator, as well as enter into a profit-sharing agreement with the entity selected through this competitive procurement process required by Navajo Nation law.

W. The fee land, improvements, and business assets of the Seller are situated in Section 36: All, Township 43 South, Range 15 East, Salt Lake Meridian, San Juan County, State of Utah, composed of 670.65 acres, more or less, or 29,213,514 square feet, as further described **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.

X. The Goulding's Monument Valley Lodge and Tours Property consist of the following:

The real property has been described as a self-contained, full-service resort tourist destination and supporting community area. It is composed of roughly 633.16 acres of fee land and 37.49 acres of leasehold land (Section 25, Township 43 South, Range 15 East, Salt Lake Meridian) for a total of 670.65 acres, more or less. The personal property, improvements, and business assets associated with the real property can be described as follows: 152 lodging units in the hotel, villas, canyon apartments, cabins, luxury home, fourplex guest apartments, duplex guest apartments, and station/airport area. The RV Park and campgrounds included 97 units at the time of inspection by the Appraiser (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near future.

Y. The property is also composed of the following: the upper lodge building, the restaurant, an RV Park and campground, employee housing, two pool houses (one at the main Goulding's Lodge and the other at the campground and RV Park), a restaurant, three exclusive cookout areas, a gift shop, a theatre and two museum buildings (old trading post), a grocery store, a laundromat, a gas station, a car wash area that also features guestrooms for tour drivers, a small airport, a hangar and pilot's apartment, a sewer lagoon; employee housing and several hiking trails, as well as several

1 improvements that support the operation, and quick-service food and beverage outlets  
2 in the grocery store and service station, a guest laundry area at the RV park, several  
3 outdoor barbecue areas, a retail area (RV park), a lobby workstation, a grocery store,  
4 tour service with vehicles and maintenance shops, retail shops, guest showers, guest  
5 laundry, computers, furniture, fixtures, and equipment of the various business centers,  
6 storage warehouses and associated shops, elevators, life-safety systems, parking lots,  
7 sidewalks, signage, landscaping, administrative offices, and separate guest bath rooms.  
8 Excluded from the Property for purchase is the hospital facility and its underlying real  
9 estate.

10 Z. On November 30, 2022, the Phase I Environmental Site Assessment Report  
11 ("Environmental Report") was completed by Tiis Yá Tóh, Inc. Environmental Support  
12 Services. The Environmental Report concludes that there are twelve (12) Recognized  
13 Environmental Conditions ("REC") that must be further investigated to determine  
14 whether or not further mitigation or removal will be required prior to closing the  
15 purchase of this Property. Tiis Yá Tóh, Inc. Environmental Support Services identified  
16 a total of fifteen (15) in its report. Three (3) of the fifteen (15) RECs are for the  
17 Monument Valley Hospital. The Hospital is located on Tract C, which is not part of  
18 the Property being purchased by the Navajo Nation. Therefore, only twelve (12) RECs  
19 need to be investigated for further investigation. A list of the RECs and Executive  
20 Summary of the Environmental Report are attached hereto and incorporated herein as  
21 **Exhibit "F."** The RECs have been submitted to the Seller for correction or mitigation  
22 prior to close. A copy of the Environmental Report is attached hereto and incorporated  
23 herein by this reference as **Exhibit "G."**

24 AA. On November 3, 2022, the Office of the Controller advised NLD that  
25 \$3,878,210.62 is available for expenditure for purchase of capital improvement land  
26 acquisitions. This amount is insufficient to purchase the Goulding's Monument Valley  
27 Lodge and Tours Property. Therefore, the Principal Funds of the Land Acquisition  
28 Trust Fund must be utilized to purchase the Property. The Office of the Controller  
29 advised NLD that Principal Funds are available in the amount of \$190,616,051. The  
30 principal of the trust fund will have to be utilized to purchase the Property and pay the



1 expenses for escrow fees, taxes, and other expenses. A copy of the funds availability  
2 from Office of Controller is attached hereto and incorporated herein as **Exhibit "H."**

3 BB. The Real Estate and Asset Purchase Agreement is attached hereto and  
4 incorporated herein by this reference as **Exhibit "I."**

5 CC. Executive Official Review Document No. 19922 is attached hereto and  
6 incorporated herein by this reference as **Exhibit "J."**

7 DD. On December 12, 2022, NNHE drafted and submitted a letter recommending  
8 that the Navajo Nation Council approve the purchase of the Goulding's Monument  
9 Valley Lodge and Tours Property. On December 13, 2022, the Division of Economic  
10 Development drafted and submitted a letter supporting the purchase of the Goulding's  
11 Monument Valley Lodge and Tours Property. Both of the letters confirm that NNHE  
12 was selected as the operator of the Property, if the Navajo Nation approves of the  
13 purchase. These letters are attached hereto and incorporated herein as **Exhibit "K."**

14 EE. The Navajo Nation finds that the acquisition of this property is in the best interests of  
15 the Navajo Nation and will provide real property and business assets needed for Navajo  
16 Nation economic development.

17 FF. The Navajo Nation is a sovereign nation which is immune from suit. 1 N.N.C. § 553  
18 (A). The jurisdiction and powers of the courts of the Navajo Nation, particularly with  
19 regard to suits against the Navajo Nation, are derived from and limited by the Navajo  
20 Nation Council as the governing body of the Navajo Nation. 1 N.N.C. § 553(C). The  
21 Navajo Nation sovereign immunity can be waived for lawsuits filed in the Navajo  
22 Nation courts for matters authorized by explicit resolutions of the Navajo Nation  
23 Council. 1 N.N.C. §§ 554(B), (C), and (K).

24 GG. When the Navajo Nation desires to enlarge its land base, it must protect the  
25 assets spent on land acquisitions by obtaining Title insurance. On September 20, 2022,  
26 Stewart Title Guaranty Company, through the Anderson-Oliver Title Insurance  
27 Agency, Inc. issued a Commitment for Title Insurance, offering a Title Insurance  
28 Policy to the Navajo Nation upon purchase of the Property, (**Exhibit "A"**), subject to  
29 meeting conditions and exceptions to coverage stated. The Policy will likely contain a  
30

1 dispute resolution clause that requires the Nation to waive its immunity for the limited  
2 purpose of enforcing the Policy's terms.  
3

### 4 **Section Three. Approval of Purchase**

- 5 A. The Navajo Nation Council hereby approves the expenditure of the Land Acquisition  
6 Trust Fund "fund principal" in the amount of \$59,500,000.00 for the purchase of the  
7 Goulding's Monument Valley Lodge and Tours property, Monument Valley, Utah,  
8 plus any closing costs, and expenses consistent with the general terms of the Real Estate  
9 and Asset Purchase Agreement, attached hereto as **Exhibit "I,"** for this Property.
- 10 B. The Navajo Nation directs the Division of Natural Resources Division Director to  
11 initiate and complete the requirements for the purchase of real property, through the  
12 general terms of the Real Estate and Asset Purchase Agreement attached hereto as  
13 **Exhibit "I,"** with related documents as described in the Navajo Nation Land  
14 Acquisition Rules and Regulations, VI. General Procedure for Purchase of Real  
15 Property, E. Purchase Agreement and Opening Escrow.
- 16 C. The President of the Navajo Nation and the Division of Natural Resources Executive  
17 Director are authorized to execute any and all documents necessary to complete the  
18 purchase of the Property.  
19

### 20 **Section Four. Approval of Limited Waiver of Sovereign Immunity**

- 21 A. The Navajo Nation Council hereby authorizes a limited waiver of sovereign immunity  
22 of the Navajo Nation for the purpose of satisfying the requirements needed to obtain  
23 title insurance from the Stewart Title Guaranty Company as follows:

24 The Navajo Nation hereby waives its sovereign immunity from suit necessary to  
25 enforce the Insurance Policy, issued by Stewart Title Guaranty Company for  
26 purchase of Goulding's Monument Valley Lodge and Tours property, Monument  
27 Valley, Utah (Policy). This waiver is strictly limited to the waiver required by the  
28 Policy, and shall not apply to any other transactions without an explicit action by  
29 the Navajo Nation Council to extend the waiver.  
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1 B. The Navajo Department of Justice shall negotiate the terms of any dispute resolution  
2 clause in the Insurance Policy in strict compliance with the waiver in Subsection A of  
3 this Section.  
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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

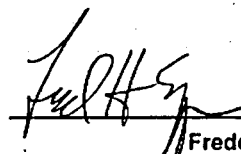
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

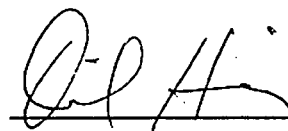
Countersigned by:

  
Authorized Countersignature

Anderson-Oliver Title Insurance Agency, Inc.  
81 E. 100 S.  
Monticello, UT 84535  
(435) 587-3344



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 10516

ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I - Requirements;
    - f. Schedule B, Part II - Exceptions; and
    - g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment For Title Insurance (7-01-2021)

Page 2 of 4



## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN  
LAND TITLE  
ASSOCIATION



**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN  
LAND TITLE  
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.  
Issuing Office: 81 E. 100 S., Monticello, UT 84535  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 10516  
Issuing Office File Number: 10516  
Property Address: All Sec 36 T43S, R15E, SLBM, Monument Valley, UT 84536  
Revision Number: 2

1. Commitment Date: September 20, 2022 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: Navajo Nation

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

RGJ Corporation, a Utah corporation: TRACT A and TRACT B EXCEPT Lots 8 and 9 in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Executive RV, Inc., a Utah corporation: The part of TRACT B which is Lots 8 and 9, GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Utah Navajo Development Council, a Utah non-profit corporation: TRACT C

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

  
Authorized Countersignature

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

San Juan County, State of Utah:

**TRACT A:**

Township 43 South, Range 15 East, SLM,  
Section 36: ALL

LESS TRACT B and TRACT C

Parcel No for the included tract 43S15E360000

EXCEPTING from the included tract all coal and other minerals

**TRACT B:**

All Land in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Parcel Nos: 001220000000, 001220000010, 001220000020, 001220000030, 001220000040, 001220000050, 001220000060, 001220000070, 001220000080, 001220000090, 001220000100, 001220000110, 001220000120, 001220000130, 001220000140, 001220000150, 001220000160, 001220000170, 001220000180

EXCEPTING all coal and other minerals

**TRACT C:**

Beginning on the North side of a paved road at a point which bears South 1721.42 feet and East 1587.81 feet from the Northwest corner of Section 36, Township 43 South, Range 15 East, SLB&M; and running thence North 15°02'11" West a distance of 71.43 feet to a corner; thence North 80°53'21" East 31.89 feet to a corner; thence North 73°49'53" East 11.99 feet to a corner; thence North 47°48'12" East 155.42 feet to a corner; thence North 76°37'52" East 35.81 feet to a corner; thence East 206.24 feet to a corner; thence South 9°41'38" East 106.65 feet to a corner; thence South 72°15'36" West 100.10 feet to a corner; thence South 5°59'53" West 76.37 feet to a corner on the North side of a paved road; thence Westerly along the North side of the aforesaid approximately 302.00 feet to the point of beginning.

Parcel No. 43S15E364200

EXCEPTING all coal and other minerals

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART I**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: 10516- Revision No. 2

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Trust Deed sufficient to encumber the fee simple interest or estate to the Proposed Insured in Schedule A, Section 2 b.
6. Reconveyance of Trust Deed(s) in Schedule B, Section 2.
7. Warranty Deed sufficient to convey the fee simple interest to the Proposed Insured in Schedule A.

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File No. 10516

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: 10516- Revision No. 2

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Taxes for the year 2022 are accruing as a lien, not yet due and payable. Taxes for the year 2022 are estimated in the amount of \$407,910.56. Payments toward the 2022 taxes have been made in the amount of \$188,824.00. There are no back taxes.
10. Water rights, claims or title to water, or ditches, whether or not the matters are shown by the public records.

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UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

11. Rights to any easement or right of way of the public, to use all such highways as may have been established according to law, over the same or any part thereof, and subject also to all rights of way for ditches, tunnels, and telephone and transmission lines that may have been constructed by the authority of the United States; and reservation to the State of Utah of all coal and other minerals and the right of the State of Utah, or persons authorized by it, the right to prospect for, mine and remove coal and other minerals from the same, upon compliance with the conditions and subject to the limitations of Chapter 107, Session Laws 1919) as amended Session Laws 1921) and amendments thereto, as set forth in the Patent from the State of Utah to Harry T. Goulding dated May 6, 1938 and recorded May 9, 1938 in Book I at page 27.  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Rights to ditches, canals and reservoirs as sets forth in the Patent from the United States of America to the State of Utah dated September 23, 1965 and recorded March 29, 1966 in Book 379 at page 22, Entry No. U-6466.
13. Rights to ditches, canals and reservoirs as sets forth in the Patent from the United States of America to the State of Utah dated November 10, 1965 and recorded June 13, 1966 in Book 381 at page 247, Entry No. U-7584.
14. All easements and rights of way held by San Juan County including, but not limited to, the following:
  - a. From Harry T. Goulding and Leone Goulding dated June 5, 1964 and recorded November 24, 1964 in Book 369 at page 284, Entry No. U-1977;
  - b. From Knox College, a non-profit educational corporation, dated March 26, 1968 and recorded July 10, 1968 in Book 448 at page 186, Entry No. X-3067.
15. Claims that any portion of the land is covered by a public road, street or easement.
16. Access is provided to all of the land as long as all parcels are owned by the same person or entity. There is no insurance for access if all land is not owned by the same owner.
17. All restrictions, conditions, covenants, rights of way, and easements, that are now of record, as referred to in instruments of record including, but not limited to, the following:
  - a. Warranty Deed from RGJ Corporation to Executive RV Inc., dated March 21, 2015 and recorded October 28, 2015 in Book 975 at page 857, Entry No. 125054.
  - b. Warranty Deed from RGJ Corporation to Executive RV Inc., dated March 21, 2015 and recorded October 28, 2015 in Book 975 at page 861, Entry No. 125055.This affects Lot 8 and 9 of TRACT B
18. Executive Order of May 17, 1884 relating to the Navajo Reservation a certified copy of which was recorded February 11, 1954 in Book 10 at page 331, Entry No. F-5219.
19. Right of first refusal held by RGJ Corporation, all as referred to in instruments including, but not limited to, the following:
  - a. Quitclaim Gift Deed from RGJ Corporation to San Juan Foundation dated September 24, 1999 and recorded November 30, 1999 in Book 783 at page 412, Entry No. 060201.
  - b. Memorandum of Right of First Refusal between RGJ Corporation and San Juan Foundation dated November 29, 1999 and recorded January 19, 2001 in Book 791 at page 833, Entry No. 062870. (This memorandum refers to a Right of First Refusal Agreement, copies of which are held by each party to the memorandum.)
  - c. Quitclaim Deed from San Juan Foundation to Utah Navajo Development Council dated September 27, 2002

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UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

and recorded October 7, 2002 in Book 808 at page 708, Entry No. 067260.

d. Memorandum of Right of First Refusal between RGJ Corporation and Utah Navajo Development Council acknowledged September 27, 2002 and recorded October 7, 2002 in Book 808 at page 710, Entry No. 067261. (This memorandum refers to a Right of First Refusal Agreement, copies of which are held by each party to the memorandum.)

This affects TRACT C

20. Letter regarding Waiver of Certain Subdivision Ordinance Requirements for Gouldings Subdivision dated March 8, 2017 and executed by Brad Bunker, PE, PLS and recorded March 27, 2017 in Book 994 at page 362, Entry No. 133545.

This affects TRACT B

21. Narratives, notes, legends, easements, rights-of-way, roads, airport runways and related facilities, and all other provisions and information as set forth in the following plats:

a. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Exterior Boundary Lines" filed March 27, 2017 in Book 994 at page 364, Entry No. 133546.

b. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 2 of 7 (Lots 1-3)" filed March 27, 2017 in Book 994 at page 365, Entry No. 133547.

c. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 3 of 7 (Lots 4-7)" filed March 27, 2017 in Book 994 at page 366, Entry No. 133548.

d. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 4 of 7 (Lots 8-10)" filed March 27, 2017 in Book 994 at page 367, Entry No. 133549.

e. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 5 of 7 (Lot 11)" filed March 27, 2017 in Book 994 at page 368, Entry No. 133550.

f. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 6 of 7 (Lots 12-16)" filed March 27, 2017 in Book 994 at page 369, Entry No. 133551.

g. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 7 of 7 (Lots 17-18)" filed March 27, 2017 in Book 994 at page 370, Entry No. 133552.

A judgment search was made in the following names and none were found of record except as noted above:

Utah Navajo Development Council

RGJ Corporation

Executive RV, Inc.

**CHAIN OF TITLE:**

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: NONE

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File No. 10516

UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056



## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anderson-Oliver Title Insurance Agency, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Anderson-Oliver Title Insurance Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

How often do/does Anderson-Oliver Title Insurance Agency, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Anderson-Oliver Title Insurance Agency, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Anderson-Oliver Title Insurance Agency, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

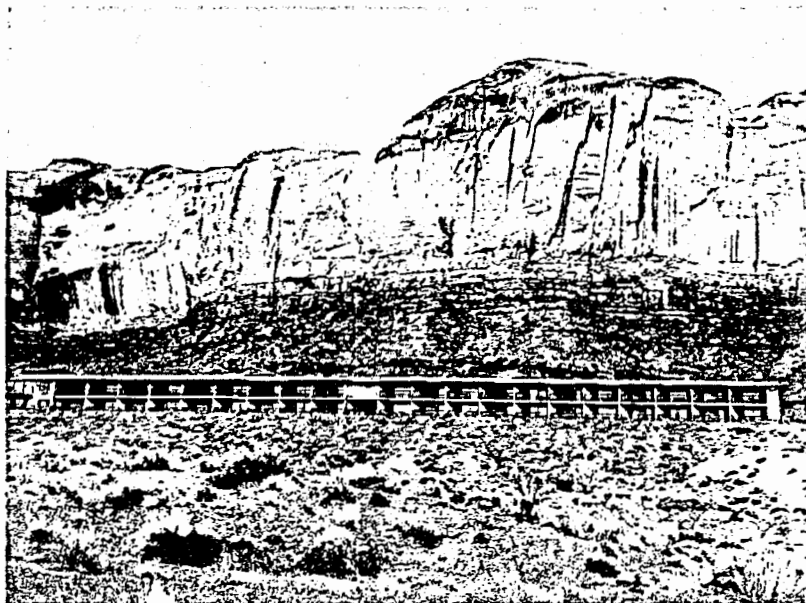
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 81 E. 100 S., Monticello, UT 84535
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**NARRATIVE APPRAISAL REPORT**

# **Goulding's Lodge**

1000 GOULDING'S TRADING POST ROAD  
OLJATO-MONUMENT VALLEY, UTAH



**SUBMITTED TO:**

Mr. Stan Sapp  
CEO - Navajo Nation Hospitality Enterprise  
On Behalf of Navajo Nation  
6677 West Thunderbird Road  
Glendale, Arizona 85306

+1 (623) 412-0297

**PREPARED BY:**

HVS Consulting & Valuation  
Division of TS Worldwide, LLC  
8430 Santa Monica Boulevard, Suite 200  
West Hollywood, California 90069

+1 (303) 704-2636



June 7, 2022

Mr. Stan Sapp  
CEO - Navajo Nation Hospitality Enterprise  
On Behalf of Navajo Nation  
6677 West Thunderbird Road  
Glendale, Arizona 85306

Re: Goulding's Lodge  
1000 Goulding's Trading Post Road  
Oljato-Monument Valley, Utah  
HVS Reference: 2022020365

Dear Mr. Sapp:

HVS PHOENIX  
8430 Santa Monica Boulevard, Suite  
200  
West Hollywood, California 90069  
+1 (303) 704-2636  
+1 (415) 896-0516 FAX  
[www.hvs.com](http://www.hvs.com)

Pursuant to your request, we herewith submit our narrative appraisal report pertaining to the above-captioned hotel. We have investigated the real estate and analyzed the market conditions in the Monument Valley, Utah, area. Our report has been prepared in accordance with, and is subject to, the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), as provided by the Appraisal Foundation. This letter of transmittal is not valid as an opinion of value if detached from the supporting report.

The subject of the appraisal is the combined fee simple and leasehold interest in a 670.65-acre site improved with a self-contained resort known as the Goulding's Lodge. Roughly 633.16 acres are owned in fee simple interest, while 37.49 acres reflect the leasehold interest. The land owned in fee is shown below, while the leasehold land is adjacent.





The property features 152 lodging units in the hotel, villas, canyon apartments, and gas station/airport area. The RV park and campgrounds included 97 units at the time of inspection (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near term.

As illustrated in the following image, the subject property encompasses several businesses and offerings that make up a self-contained resort and supporting community area, measuring approximately 670 acres.



The property was purchased by current ownership in 1981, at which time all that existed were the upper lodge building (J), the restaurant (K), and the museum buildings (M); both K and M were utilized for different purposes at the time, with M being the original trading post. Property ownership has since constructed the remainder of the property over time in order to create a tourism destination. The subject property currently features several lodging types; an RV park and campground (R); two pool houses, one at the main Goulding's Lodge area (J) and one at the RV park and campground; a restaurant (K); three exclusive cookout areas; a gift shop (L); a theatre and two museum buildings (M); a grocery store (B); a laundromat (C); a gas station (E); a car wash area that also features guestrooms for tour drivers (D); a small airport (G); a hangar and pilot's apartment (F); a sewer lagoon (H); employee housing; and several hiking trails, as well as several improvements that support the operation.

Furthermore, a hospital (N) and an abandoned school and church are excluded from our analysis given their current ownership structure and/or lack of contribution. We note that the villas were reportedly completed in 2018, and a luxury home at the RV park was almost completed at the time of our inspection; however, we were not provided with detailed, comprehensive, historical capital expenditures. It is important to note that the inefficient, sprawling layout of the property, as well as the inconsistent guestroom product, result in functional obsolescence.





Given the presence of canyons and a variety of unique formations throughout the site, the topography varies greatly. Roughly 400 acres of the 670-acre site are not currently developed; however, only about 140 acres feature a topography that is conducive for development. The specific locations of the site that could be conducive for development are the vacant land to the northeast of the main lodge; the land along the southern border of the site, adjacent to the canyon; and a portion of land near the airport. For the purpose of this analysis, we have assumed that the planned 80-room resort hotel development would take place along the southern border of the site, adjacent to the canyon, in order to provide an exclusive, high-end experience on roughly 30 acres. Moreover, it is important to note that if the development were constructed to the northeast of the main lodge or east of the airport, this development would likely impede upon sweeping views of Monument Valley, which is a major draw for the resort. The remaining portions not developed (or not planned to be developed) feature rock formations, which limit the land's use and/or would be expected to be preserved in order to maintain amenities and offerings, such as hiking trails and sweeping views of Monument Valley. Thus, the site includes excess land that has been valued separately and could be developed with an upscale lodging facility, as well as surplus land that serves the greater resort.

This appraisal report is being prepared for use for the asset evaluation of the subject property.

We have undertaken the appraisal process and, based on our analysis, have concluded to the following opinions of market value of the existing resort and the excess land value:

	As Is
Date of Value	March 16, 2020
Exposure Time (Months)	4 to 12
Real Property Value	\$71,420,000
Personal Property Value	1,980,000
Intangible Property Value	0
Reconciled Value	\$73,400,000
Reconciled Value per Key	483,000
Interest Appraised	combined fee simple and leasehold

This analysis is based on the extraordinary assumption that the subject land equates to 633 acres owned in fee and 37 acres subject to ground leases. We were not provided with a full survey, legal description, or other complete description of the site; furthermore, we were not provided with a copy of each lease. As such, we have assumed that the historical rent collection represents the full lease payment and that the leases would continue throughout the projection period and extend (or be extended) into the future. The analysis is also based on the extraordinary assumption that the described improvements utilized in the excess land analysis have been completed as of the prospective "when complete" date of value. The reader should understand that the expansion related to the proposed 80-room resort does not yet exist as of the date of appraisal. Our appraisal does not address unforeseeable events that could alter the proposed project, and/or the market



conditions reflected in the analyses; we assume that no significant changes, other than those anticipated and explained in this report, shall take place between the date of inspection and date of prospective value. The use of these extraordinary assumptions may have affected the assignment results. We have made no other extraordinary assumptions specific to this appraisal. However, several important general assumptions have been made that apply to this appraisal and our valuations of proposed hotels in general. These aspects are set forth in the Assumptions and Limiting Conditions chapter of this report.

This report is intended for the addressee firm and may not be distributed to or relied upon by other persons or entities. We hereby certify that we have no undisclosed interest in the property, and our employment and compensation are not contingent upon our findings. This study is subject to the comments made throughout this report and to all assumptions and limiting conditions set forth herein.

Sincerely,  
TS Worldwide, LLC

A handwritten signature in cursive script, appearing to read "McKenna Luke", is positioned above the typed name.

McKenna Luke, MAI, Managing Director  
mluke@hvs.com, +1 (303) 704-2636  
Temporary State Appraiser License (UT): 12672954-TCG0



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Addenda

Qualifications & Copy of Appraisal License



# 1. Summary of Salient Data and Conclusions

Property:  
Location:

Goulding's Lodge  
1000 Main Street  
Monument Valley, Utah 84536  
San Juan County  
Combined Fee Simple and Leasehold  
Full-service and self-contained resort

Interest Appraised:  
Highest and Best Use (as improved):

## LAND DESCRIPTION

Area:  
Assessor's Parcel Numbers:

670.65 acres, or 29,213,514 square feet

### Parcel ("PIN")

170964  
170958  
170957  
170959  
170960  
1220000090  
1220000080  
170955  
170956  
170954  
170967  
170966  
170965  
170968  
170969  
170970  
170971  
170953  
43S15E360000  
43S15E325400

## IMPROVEMENTS DESCRIPTION

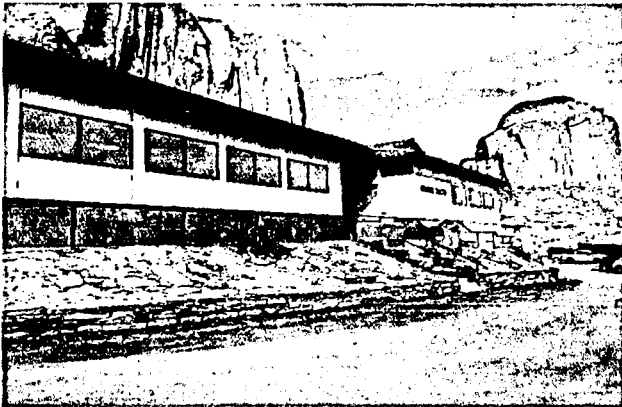
Year Opened:  
Property Type:  
Number of Stories:  
Food and Beverage Facilities:

1954  
Full-service and self-contained resort  
One and two  
One restaurant, three exclusive cookout locations, and quick-service food and beverage outlets in the grocery store and service station  
A guest laundry area at the RV park, several outdoor barbecue areas, a retail area (RV park), two indoor swimming pools, a lobby workstation, a grocery store, a laundromat, a gift shop, a gas service station, a museum, and an airport

Additional Facilities:



**RESTAURANT EXTERIOR**



**MAIN LODGE LOBBY**



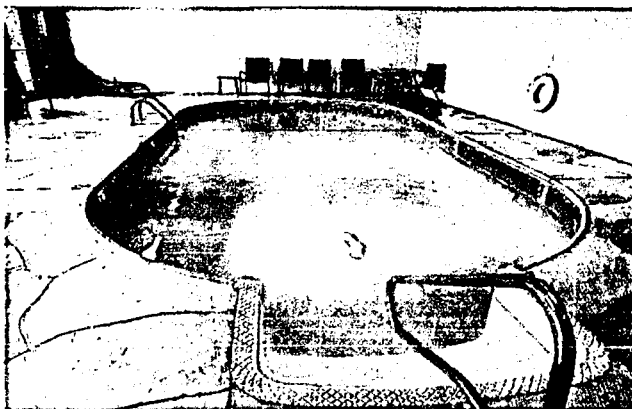
**RESTAURANT SEATING AREA**



**PRIVATE DINING AREA**



**POOL (MAIN LODGE)**



**GIFT SHOP**

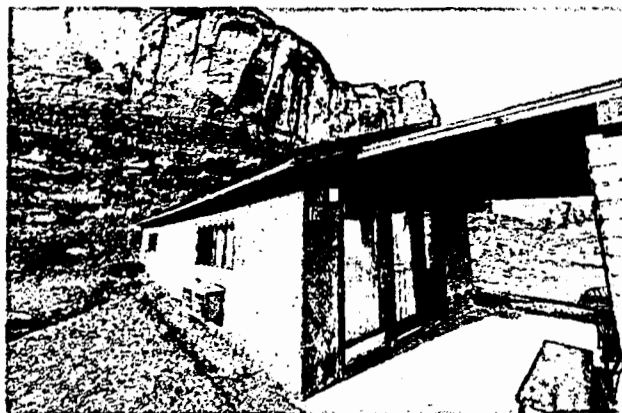




**MUSEUM**



**MAIN LODGE AREA CABIN**



**MAIN LODGE AREA CABIN INTERIOR**



**MAIN LODGE GUESTROOM – SLEEPING**



**MAIN LODGE GUESTROOM – LIVING**



**MAIN LODGE GUESTROOM – BATH**

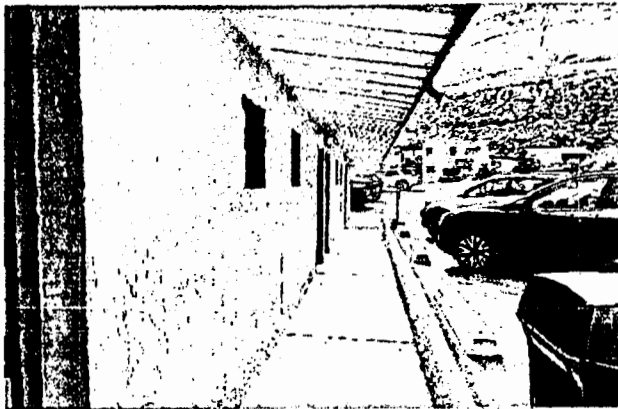




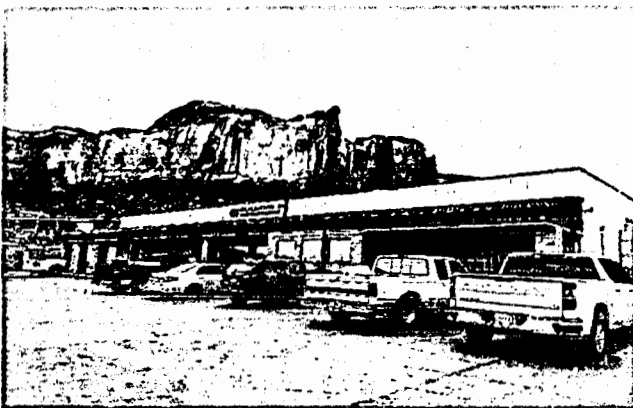
**MAIN LODGE GUESTROOM – SINK**



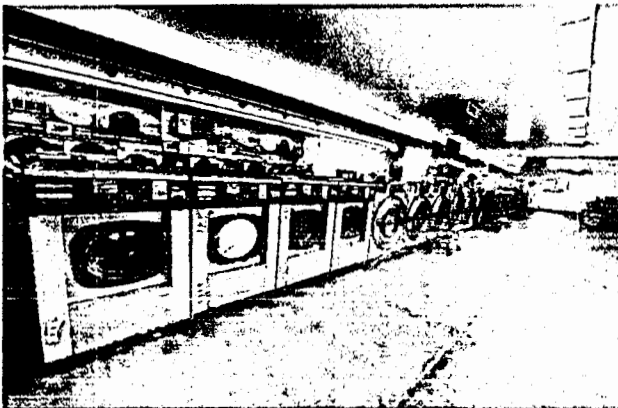
**MAIN LODGE CORRIDOR**



**GROCERY STORE**



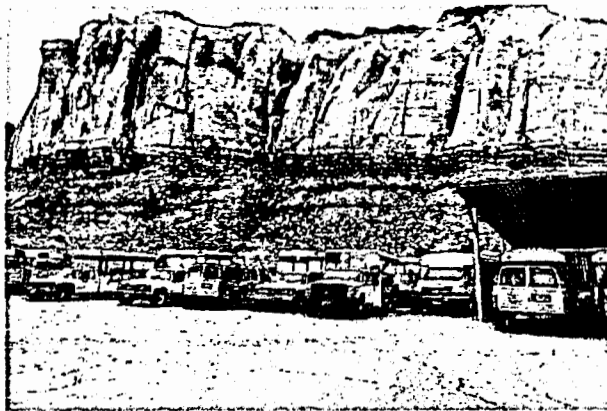
**LAUNDROMAT (NEAR GROCERY STORE)**



**GROCERY STORE PREP KITCHEN**

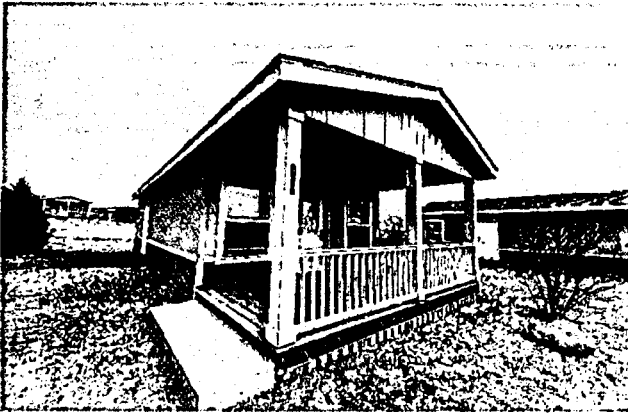


**TOUR VEHICLES AREA**

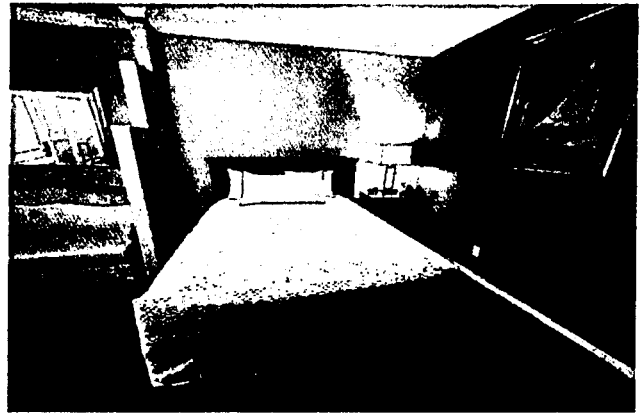




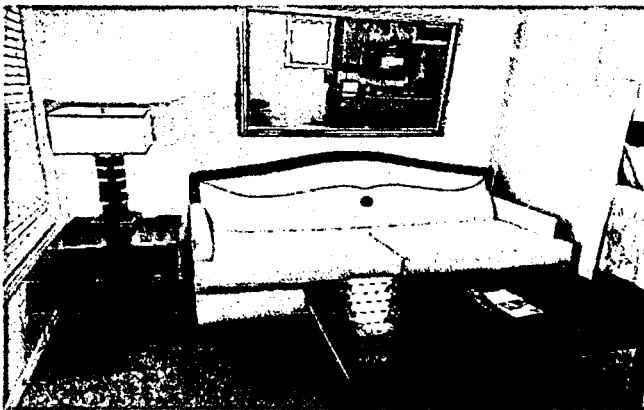
VILLAS – TYPICAL EXTERIOR



VILLAS – TYPICAL SLEEPING



VILLAS – TYPICAL LIVING



VILLAS – TYPICAL KITCHEN AREA



VILLAS – TYPICAL BATHROOM



THEATRE







**RV PARK & CAMPGROUND – SITE**



**RV PARK & CAMPGROUND – RETAIL**



**RV PARK & CAMPGROUND – SHOWERS**

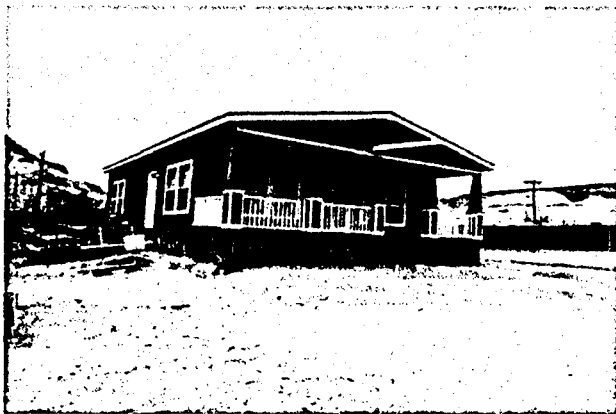


**RV PARK & CAMPGROUND – GUEST LAUNDRY**

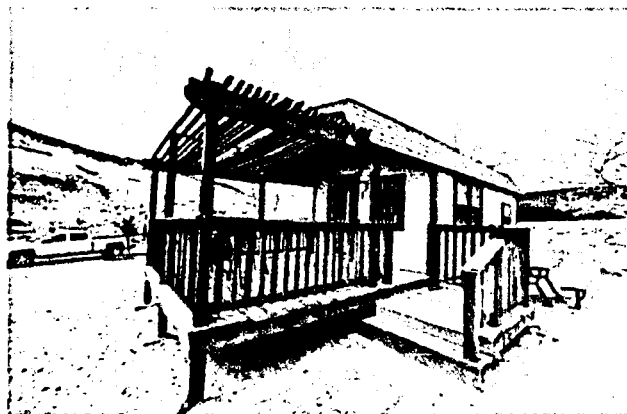




**RV PARK & CAMPGROUND – LUXURY HOME**



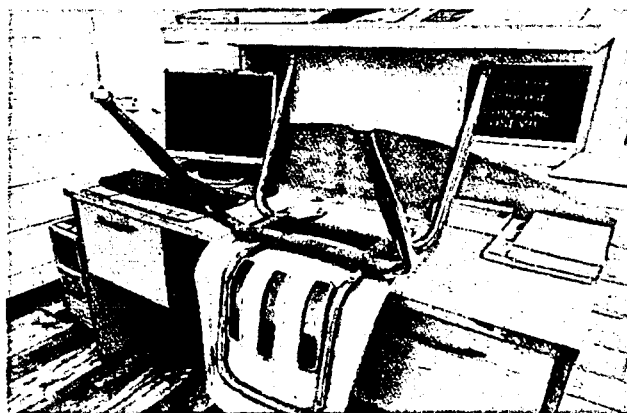
**RV PARK & CAMPGROUND – CABIN**



**RV PARK & CAMPGROUND – CABIN INTERIOR**



**RV PARK & CAMPGROUND – GUEST COMPUTER**

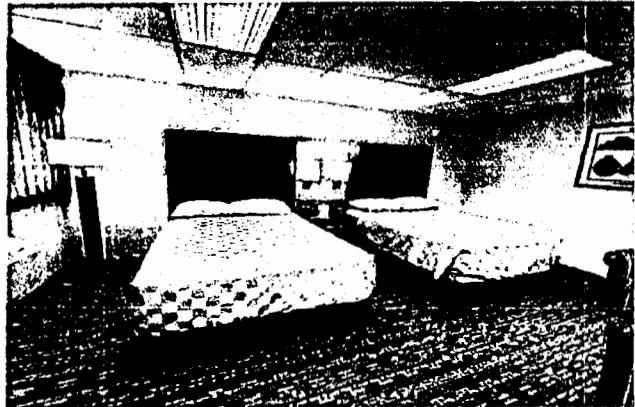




**AIRPORT**



**AIRPORT APARTMENT – SLEEPING**



**AIRPORT APARTMENT – LIVING**



**AIRPORT APARTMENT – SINK**

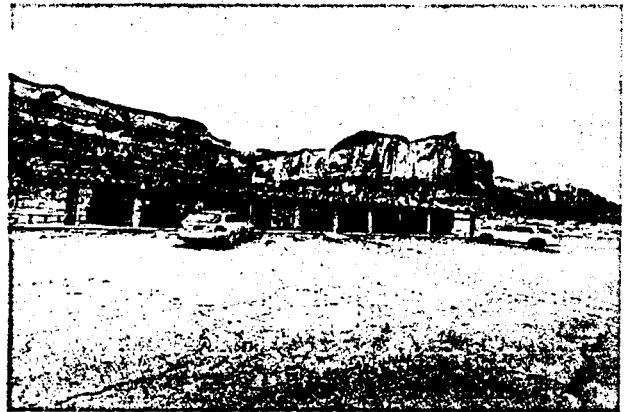




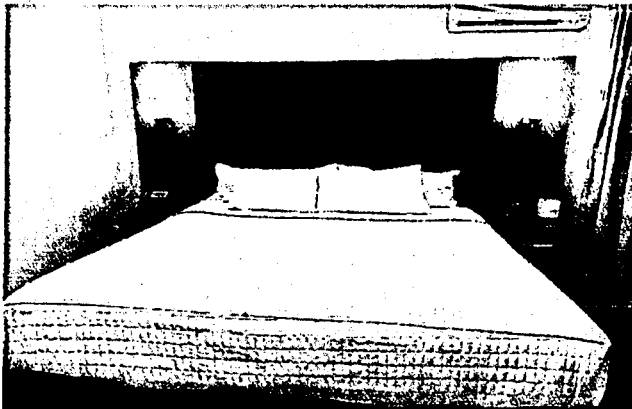
**AIRPORT APARTMENT – BATH**



**GAS STATION – FRONT**



**GAS STATION ROOM – TYPICAL SLEEPING**



**GAS STATION ROOM – TYPICAL LIVING**

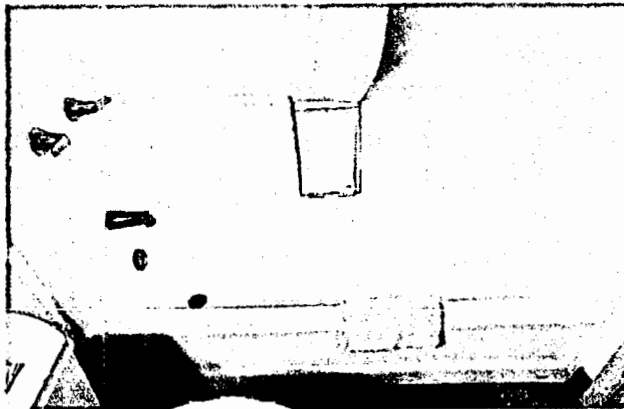




**GAS STATION ROOM – TYPICAL SINK**



**GAS STATION – TYPICAL BATH**



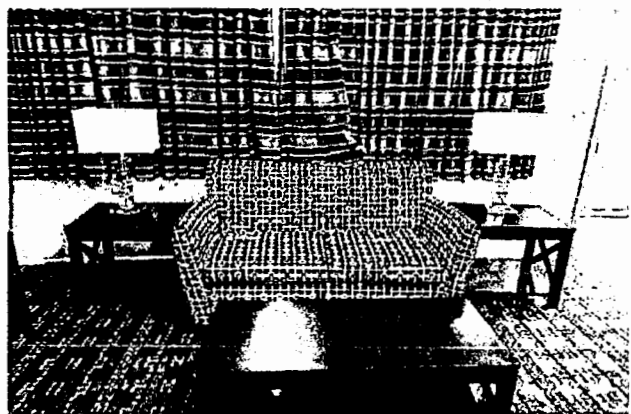
**FOURPLEX – FRONT**



**FOURPLEX – TYPICAL GUESTROOM SLEEPING**



**FOURPLEX – TYPICAL LIVING**

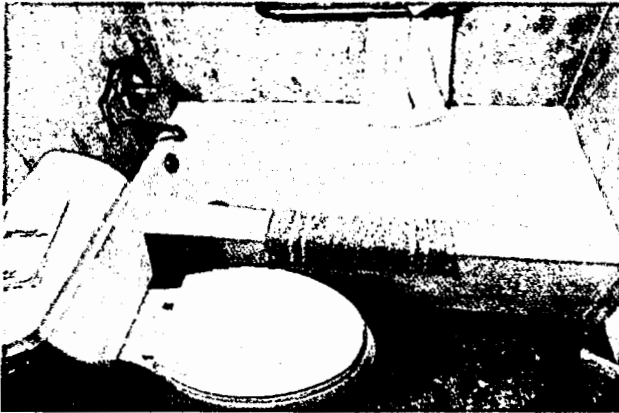


**FOURPLEX – TYPICAL KITCHEN**





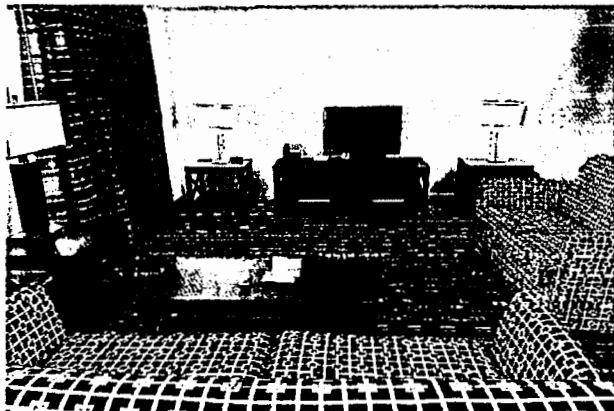
**FOURPLEX – TYPICAL BATHROOM**



**DUPLEX – FRONT**



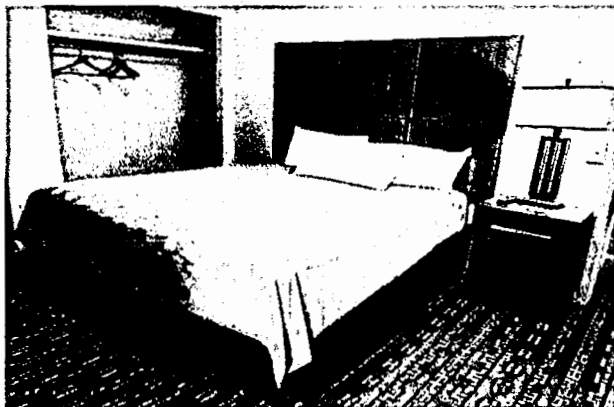
**DUPLEX – TYPICAL LIVING**



**DUPLEX – TYPICAL KITCHEN**



**DUPLEX – TYPICAL GUESTROOM**

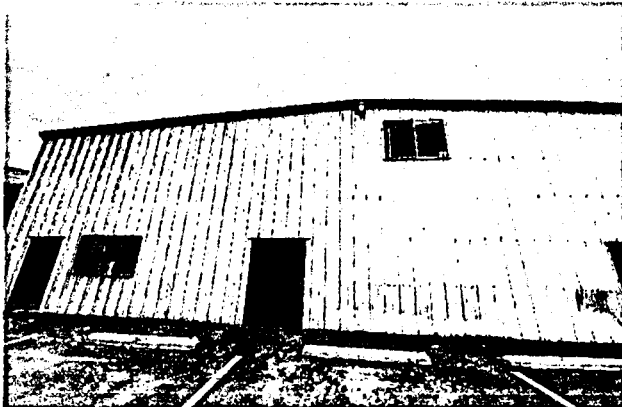


**DUPLEX – TYPICAL BATHROOM**





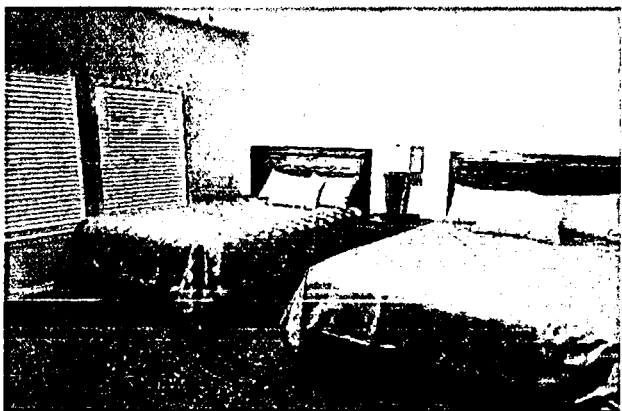
**WAREHOUSE**



**LUXURY HOME NEAR WAREHOUSE**



**LUXURY HOME – TYPICAL GUESTROOM**



**LUXURY HOME – TYPICAL BATHROOM**



**LUXURY HOME – TYPICAL LIVING**



**LUXURY HOME – TYPICAL KITCHEN**





## SWOT

The following SWOT analysis sets forth the key factors that a purchaser of the subject property would consider when making an investment decision:

### Strengths & Opportunities

- ♦ Excellent location as a tourism destination
- ♦ Expansive variety of lodging offerings
- ♦ Ample amount of excess land suitable for future development and/or expansion
- ♦ Tourism to the market continues to be affected by local COVID-19 restrictions by the Navajo Nation

### Weaknesses & Threats

- ♦ Property features all necessary ancillary offerings to support its offering as a self-contained resort
- ♦ Market has low barriers to entry
- ♦ Sprawling layout as a result of staggered construction that is suffering from functional obsolescence

**FIGURE 1-1 HISTORICAL AND PROJECTED ROOMS REVENUE METRICS – CURRENT RESORT & VILLAS ONLY**

Year	Occupancy		Average Rate		RevPAR	
	Total	% Change	Total	% Change	Total	% Change
<i>Historical</i>						
2017	72.7 %	—	\$169.78	—	\$123.44	—
2018	74.3	2.2 %	187.48	10.4 %	139.29	12.8 %
2019	72.2	(2.8)	193.37	3.1	139.59	0.2
2020	18.3	(74.6)	145.23	(24.9)	26.64	(80.9)
2021	35.6	93.9	162.69	12.0	57.86	117.2
<i>Projected</i>						
2022/23	58.0 %	63.1 %	\$191.02	17.4 %	\$110.79	91.5 %
2023/24	70.0	20.7	205.25	7.5	143.68	29.7
2024/25	72.0	2.9	213.70	4.1	153.87	7.1
Stabilized	71.0	(1.4)	220.11	3.0	156.28	1.6
2026/27	71.0	0.0	226.72	3.0	160.97	3.0





**FIGURE 1-2 HISTORICAL AND PROJECTED REVENUE, HOUSE PROFIT, AND EBITDA LESS REPLACEMENT RESERVE (NET INCOME)**

	Year	Total Revenue		House Profit		House Profit Ratio	EBITDA Less Replacement Reserve		
		Total	% Change	Total	% Change		Total	% Change	As a % of Ttl Rev
<b>Historical</b>	2017	\$22,955,000	—	\$7,023,000	—	30.6 %	\$5,070,000	—	22.1 %
	2018	23,867,000	4.0 %	7,240,000	3.1 %	30.3	5,419,000	6.9 %	22.7
	2019	24,382,000	2.2	7,244,000	0.1	29.7	4,970,000	(8.3)	20.4
	2020	10,464,000	(57.1)	325,000	(95.5)	3.1	(800,000)	(116.1)	(7.6)
	2021	15,661,000	49.7	3,474,000	968.9	22.2	1,854,000	331.8	11.8
<b>Projected</b>	2022/23	\$22,663,000	44.7 %	\$5,082,000	46.3 %	22.4 %	\$2,806,000	51.3 %	12.4 %
	2023/24	26,947,000	18.9	7,308,000	43.8	27.2	4,711,000	67.9	17.6
	2024/25	28,708,000	6.5	8,275,000	13.2	28.9	5,534,000	17.5	19.4
	2025/26	29,373,000	2.3	8,368,000	1.1	28.4	5,558,000	0.4	18.9
	2026/27	30,255,000	3.0	8,620,000	3.0	28.5	5,726,000	3.0	19.0
	2027/28	31,162,000	3.0	8,878,000	3.0	28.4	5,897,000	3.0	18.9



**FIGURE 1-3 SUMMARY OF INVESTMENT PARAMETERS AND MARKET VALUE OPINIONS**

	As Is
Date of Value	March 16, 2020
Number of Rooms	152
Interest Appraised	combined fee simple and leasehold
Exposure Time (Months)	4 to 12
<b><u>Approaches to Value</u></b>	
<b>INCOME CAPITALIZATION APPROACH</b>	
Total Property Yield/Discount Rate	10.00 %
Applied Terminal Cap Rate	8.0
Transaction Costs	2.0
Initial Value Indication	\$64,900,000
Capital Deduction	0
<b>Income Approach Value Conclusion</b>	<b>\$64,900,000</b>
Per Room	427,000
Cap Rate - Historical EBITDA	7.7 %
Cap Rate - Year One EBITDA	4.3
Cap Rate - Deflated Stabilized EBITDA	7.5
<b>SALES COMPARISON APPROACH</b>	<b>N/A</b>
<b>COST APPROACH</b>	<b>N/A</b>
Excess Land Value	\$8,500,000
<b><u>Reconciled Value Opinion</u></b>	
Real Property Value	\$71,420,000
Personal Property Value	1,980,000
Intangible Property Value	0
<b>Reconciled Value</b>	<b>\$73,400,000</b>
Per Room	483,000



## 2. Nature of the Assignment

### Subject of the Appraisal

The subject of the appraisal is the combined fee simple and leasehold interest in a 670.65-acre site improved with a self-contained resort known as the Goulding's Lodge. Roughly 633.16 acres are owned in fee simple interest, while 37.49 acres reflect the leasehold interest. The land owned in fee is shown below, while the leasehold land is adjacent.





The property features 152 lodging units in the hotel, villas, canyon apartments, and gas station/airport area. The RV park and campgrounds included 97 units at the time of inspection (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near term.

As illustrated in the following image, the subject property encompasses several businesses and offerings that make up a self-contained resort and supporting community area, measuring approximately 670 acres.



The property was purchased by current ownership in 1981, at which time all that existed were the upper lodge building (J), the restaurant (K), and the museum buildings (M); both K and M were utilized for different purposes at the time, with M being the original trading post. Property ownership has since constructed the remainder of the property over time in order to create a tourism destination. The subject property currently features several lodging types; an RV park and campground (R); two pool houses, one at the main Goulding's Lodge area (J) and one at the RV park and campground; a restaurant (K); three exclusive cookout areas; a gift shop (L); a theatre and two museum buildings (M); a grocery store (B); a laundromat (C); a gas station (E); a car wash area that also features guestrooms for tour drivers (D); a small airport (G); a hangar and pilot's apartment (F); a sewer lagoon (H); employee housing; and several hiking trails, as well as several improvements that support the operation.

Furthermore, a hospital (N) and an abandoned school and church are excluded from our analysis given their current ownership structure and/or lack of contribution. We note that the villas were reportedly completed in 2018, and a luxury home at the RV park was almost completed at the time of our inspection; however, we were not provided with detailed, comprehensive, historical capital expenditures. It is important to note that the inefficient, sprawling layout of the property, as well as the inconsistent guestroom product, result in functional obsolescence.



Given the presence of canyons and a variety of unique formations throughout the site, the topography varies greatly. Roughly 400 acres of the 670-acre site are not currently developed; however, only about 140 acres feature a topography that is conducive for development. The specific locations of the site that could be conducive for development are the vacant land to the northeast of the main lodge; the land along the southern border of the site, adjacent to the canyon; and a portion of land near the airport. For the purpose of this analysis, we have assumed that the planned 80-room resort hotel development would take place along the southern border of the site, adjacent to the canyon, in order to provide an exclusive, high-end experience on roughly 30 acres. Moreover, it is important to note that if the development were constructed to the northeast of the main lodge or east of the airport, this development would likely impede upon sweeping views of Monument Valley, which is a major draw for the resort. The remaining portions not developed (or not planned to be developed) feature rock formations, which limit the land's use and/or would be expected to be preserved in order to maintain amenities and offerings, such as hiking trails and sweeping views of Monument Valley. Thus, the site includes excess land that has been valued separately and could be developed with an upscale lodging facility, as well as surplus land that serves the greater resort.

The hotel also contains all necessary back-of-the-house space. The hotel's civic address is 1000 Goulding's Trading Post Road, Oljato-Monument Valley, Utah 84536.

The subject property is appraised as an open and operating facility; however, as of the date of this appraisal, the hotel's occupancy was below historical levels due to the impact of the COVID-19 pandemic.

#### **Property Rights Appraised**

The property rights appraised include both the fee simple estate and the leasehold interest of the real and personal property. Please refer to the ownership discussion in this chapter for a description of these interests. Fee simple estate is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Leasehold interest is defined as "the right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease."<sup>1</sup>

There are two ground leases with the Navajo Nation. The first ground lease covers 24.56 acres along the northern portion of the airport grounds. This ground lease allows property ownership to access water that is located on the subject site. The agreement is between Goulding's Monument Valley Enterprises LLC (lessee) and the Navajo Nation (lessor). The agreement was initially signed on January 2, 1988, with the first term expiring in 2018. However, the agreement was modified on April 20, 2012, stipulating two renewal options with 20-year terms beginning in 2018, whereas an annual payment of \$34,500 is due in the first renewal period, and an annual payment of \$44,500 is due in the second renewal period. The revised agreement does not stipulate annual increases. We note that historical payments were difficult to derive from the provided financials given the lack of detail as it

<sup>1</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).



pertains to the ground lease payments. However, based on the provided agreement, the total payment in 2021 was reportedly equal to \$34,500. The agreement is not transferable by the lessee; therefore, we have assumed that, upon a hypothetical sale, the agreement would be terminated and that a buyer would enter into a new agreement with Navajo Nation for onsite water access at similar terms.

A copy of the second ground lease was not provided to us; rather, we have relied upon a provided summary of the ground lease. This ground lease, which is also with the Navajo Nation (lessor), covers 9.92 acres along the sewer lagoon area. The agreement was initially signed in January 1996, with the first term set to expire in 2016. However, the agreement was reportedly modified in March 2012, which extended the agreement through December 31, 2031, and does not stipulate a renewal option. On January 1, 2012, annual payments reportedly equaled \$26,833.96. Thereafter, annual payments reportedly increased with the Consumer Price Index (CPI), U.S. City Average for all Urban Consumers. We note that the lease cannot be transferred without written consent by the Navajo Nations Council. Given the lack of detail provided for this ground lease, and that both ground lease payments are historically combined into one line item, we have assumed the leases would continue into the future at similar terms and have forecast these expenses in line with inflation.

Additionally, a hospital building on site is being used as a satellite campus for a regional university and is owned by the Utah Navajo Development Council (UNDC). A transfer agreement dated December 1, 1999, transferred the RGJ (grantor) healthcare responsibilities to the San Juan Foundation Monument Valley Hospital (grantee); however, these responsibilities were considered null upon the execution of the right of first refusal agreement, dated October 1, 2002. Despite the rescinding of responsibilities associated with the transfer agreement, hospital ownership is required to pay the cost of waste-water services on a monthly basis. RGJ, however, is responsible for the maintenance of the disposal system. The right of first refusal stipulates that, should the property be sold or cease to be used for public purposes, RGJ would have the right of first refusal to purchase the property. Reportedly, RGJ is interested in purchasing the property; however, the UNDC has remained unresponsive. If the subject property were sold, we have assumed that the hospital building would not transfer to new ownership; thus, it is excluded from our analysis. Moreover, given that the hospital is currently owned by a different entity than that of the seller, we have not considered this aspect of the property in our analysis.

We note that property ownership has internal ownership agreements; however, we have assumed that these would be terminated upon sale and that the property would sell in fee-simple ownership rights, aside from the leasehold land noted previously.

#### **Objective of the Appraisal**

The objective of the appraisal is to develop an opinion of the subject property's "as is" market value. The following definition of market value has been agreed upon by the agencies that regulate federal financial institutions in the United States:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not



affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>2</sup>

"As is" market value is defined by the Appraisal Institute as follows:

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.<sup>3</sup>

#### **Pertinent Dates**

The effective date of the "as is" market value opinion is March 16, 2020. The subject property was inspected by Lauren Reynolds on March 16, 2022; the photographs in this report reflect the condition of the property as observed on that date. Lauren Reynolds participated in the research for this assignment and assisted in the report's preparation. McKenna Luke, MAI, participated in the analysis and reviewed the findings but did not personally inspect the property.

#### **Global Considerations**

The hospitality industry has been, and continues to be, affected by a variety of external factors that influence both the lodging and the investment markets. The following paragraphs outline the global factors that are the most impactful to the lodging industry as of the effective date of this report.

The COVID-19 pandemic began in early 2020 and has had a significant impact throughout the world and on the respective economies. The onset of the pandemic resulted in decreased business activity, causing widespread economic hardships, including increases in unemployment. The hospitality industry was severely affected, as travel declined sharply and restrictions on group sizes resulted in the cancellations of meetings, conventions, and events. The depth and duration of this impact was influenced by the course of the pandemic and the nature and extent of restrictions on business and travel activity. In most areas, the period of greatest impact was 2020. With the availability of vaccines and lifting of restrictions, conditions generally improved in 2021, although the Omicron variant slowed the recovery in the latter part of the year. While the emergence of other variants may influence the pace of the recovery, the prevailing market outlook is that the peak impact of the pandemic on the travel industry is behind us. The U.S. economy is recovering, and demand is anticipated to continue to strengthen. Our market

<sup>2</sup> *Federal Register*, Vol. 75, No. 237, December 10, 2010: 77472.

<sup>3</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).



research reflects a general expectation that the U.S. lodging market will recover to 2019 levels by 2023/24; the timing and pace of recovery for individual markets will vary based on market-specific characteristics and conditions.

The ongoing Russian invasion of Ukraine and the resulting war has given rise to widespread economic and political uncertainty. In response to the conflict, international travel has declined, with both inbound and outbound traffic dropping sharply. Leisure demand in the United States is expected to remain strong, as concerns about international destinations deter travel, particularly to Europe. Gateway lodging markets are anticipated to experience the largest degree of impact. However, the greatest economic impact is likely to result from the sanctions imposed by the United States and other countries on Russia and the resulting increase in energy prices and other costs of goods. Furthermore, logistical limitations on exports from Ukraine may also affect the global supply chain and prices. These conditions are expected to remain in place until the conflict is resolved and/or sanctions are lifted, or the degree of uncertainty diminishes.

Exacerbated by rising oil and natural gas prices in the wake of the Russia-Ukraine conflict, the inflationary trends that first emerged during the pandemic have continued. Driven by supply-chain disruptions and pent-up consumer demand during the pandemic, prices for most goods and services are increasing. Higher fuel costs may affect both vehicle and air travel costs, which could in turn impact travel and lodging demand. As of the current date, inflation levels are expected to remain elevated in the near term. Over the longer term, inflation is anticipated to moderate back to more normalized levels once supply disruptions resolve and as consumer spending and investment slow following interest-rate hikes.

In preparing this report, we have considered the impact of these factors on the lodging and investment markets to the best of our ability, inclusive of the subject of this report. However, our analysis only considers what is known at the time of the effective date of the report, and there is a high degree of uncertainty currently influencing the market and the economy.

#### **Regional COVID-19 Restrictions**

The Navajo Nation issued restrictions on mass gatherings as of March 19, 2020, and a shelter-in-place order effective March 20, 2020, as a COVID-19 safety precaution. The Navajo Nation issued a reopening plan beginning on November 15, 2020, under the designated "Red Code," which allowed businesses to operate at 25% occupancy. On March 10, 2021, the Navajo Nation moved into the "Orange Code" for businesses, allowing them to operate at 50% occupancy. On April 22, 2021, the Navajo Nation moved restrictions to the "Yellow Code," allowing businesses to operate at 75% capacity. However, on August 12, 2021, the Navajo Nation reverted back to the "Orange Code." Restrictions were once again lessened on April 5, 2022, to the "Yellow Code."

#### **Exposure Period**

Exposure period is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at its market value, as of the date of value. The exposure period reflects a retrospective opinion based on an analysis of past events and assumes a competitive and open market.





Continued strong operating performance through early 2020 supported a healthy transaction market, as hotel properties were actively sought-after by investors and as financing remained readily available from a variety of sources. However, the presence of COVID-19 and the public fear of it spreading began to take a toll on the U.S. hospitality industry in March 2020. As a result, the hotel transactions market was brought to a virtual standstill by increased uncertainty regarding near-term hotel performance and the potential for a wider economic impact. The transaction market has shown recovery since the third quarter of 2020, with a considerable spike registered in the second quarter of 2021 due to the sale of the Extended Stay America portfolio. Marketing time remains low for renovated, well-branded, limited- and select-service hotels, while it remains extended for hotels that have more significant challenges.

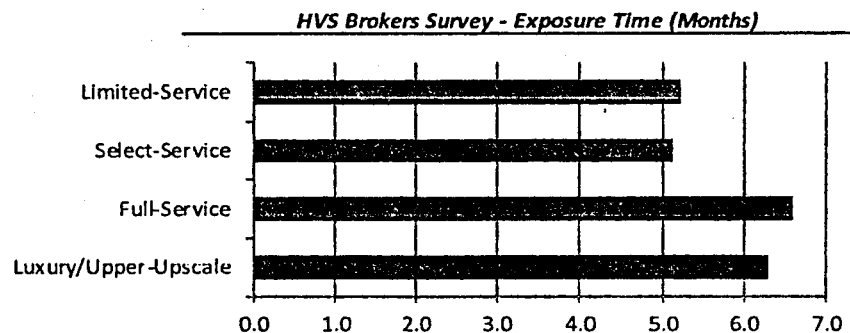
HVS collects survey data from brokers on the average exposure period prior to closed sales. Surveys published by PWC and USRC poll market participants on current marketing time; these surveys do not specify if marketing time refers to experience or forward-looking expectations. Despite this lack of distinction, the responses are informed to some degree by the respondents' recent experience; therefore, the data from those surveys are useful indicators of an appropriate exposure period.

According to the *HVS Brokers Survey - Fall 2021*, reported exposure periods averaged 6.3 months for luxury/upper-upscale properties, 6.6 months for full-service hotels, and 5.1 months for select-service hotels. Marketing time for luxury/upper-upscale properties, full-service hotels, and select-service hotels averaged 7.0, 6.8, and 4.8 months, respectively, according to the *PWC Real Estate Investor Survey - First Quarter 2022*. USRC reported average marketing times of 6.9 and 5.6 months, respectively, for full-service and limited-service hotels in its *Winter 2022 Hotel Investor Survey*. Overall marketing time is averaging 8.3 months for hotels, as reported by the RERC Real Estate Report for the fourth quarter of 2021. The following table illustrates marketing and exposure periods reported in recent surveys.



**FIGURE 2-1 EXPOSURE AND MARKETING PERIODS (MONTHS)**

Property Type	<i>HVS Brokers Survey</i>	<i>USRC Hotel Survey</i>	<i>PWC Investor Survey</i>
	<i>Exposure Time</i>	<i>Marketing Time</i>	<i>Marketing Time</i>
	Fall 2021	Winter 2022	1st Quarter 2022
Luxury/Upper-Upscale	1.0 to 9.0	—	1.0 to 12.0
Average	6.3	—	7.0
Full-Service	2.0 to 12.0	2.0 to 12.0	1.0 to 12.0
Average	6.6	6.9	6.8
Select-Service	1.0 to 9.0	—	1.0 to 12.0
Average	5.1	—	4.8
Limited-Service	1.0 to 9.0	2.0 to 9.0	2.0 to 12.0
Average	5.2	5.6	6.8



Our opinion is that the exposure period for the subject property, prior to our date of value, is estimated to be less than or equal to four to twelve months, which is slightly extended given the additional due diligence and modestly smaller buyer pool for the remote resort with a variety of revenue sources. The marketing and sales process for hotels is extremely efficient. Brokers specializing in hotel transactions actively solicit potential buyers on an ongoing basis and maintain databases on hotel investor criteria. According to the brokers interviewed, the current period from when a property is listed to when the sale closes is typically four to eight months. Brokers are usually able to produce marketing materials, elicit interest, schedule property tours, accept offers, and select a buyer in 45 to 120 days. Following the execution of a purchase and sale agreement, the due diligence and closing period is typically 45 to 90 days.

#### Marketing Period

Marketing period refers to the amount of time necessary to market the hotel subsequent to our date of value for it to sell for the appraised value; thus, it is a prospective opinion. An opinion of marketing time is not a condition of, or directly related to, market value. However, many clients specifically request, or have an interest in, prospective marketing time. HVS regularly collects survey data from brokers on anticipated marketing times; moreover, we have reviewed the previously presented survey data from PWC and USRC. The marketing period for



the subject property, subsequent to our date of value, is estimated to be less than or equal to four to twelve months.

#### **Ownership History**

The subject property is currently owned by Lafont Roland RGJ Corporation, which acquired the property in 1981 for an unreported price. Over the years, the property has been expanded from a trading post, a limited hospitality offering, and a small store to the expansive, mixed-use hospitality resort that exists today. Based on discussions with ownership, the purchase appears to have been an arm's-length transaction and was not affected by any concessions. We note that several purchases and sales of various portions of land have occurred since 1981; however, given that Utah is a non-disclosure state, this information was not available of our review. Reportedly, the seller has verbally offered the property to the Navajo Nation for \$70,000,000. We note that several unsolicited offers to purchase the property have occurred in recent years; however, additional details pertaining to these offers were not disclosed as of the date of this report. Based on our conversations and research, the subject property has not been openly marketed for sale. The "as is" market value opinion in this appraisal is 5.0% (rounded) higher than the seller's offer to the Navajo Nation. We note that \$70,000,000 is the lowest that the seller is willing to accept; furthermore, our analysis excludes an additional parcel that is being included in the sale.

#### **Management and Franchise History and Assumptions**

The subject resort property is currently owner-operated; however, our appraisal assumes that the subject resort property will be managed by a professional hotel-operating company, with fees deducted at rates consistent with current market standards. Our projections reflect a total management fee of 3.0% of total revenues. Please refer to the Income Capitalization Approach chapter for additional discussion pertaining to our management fee assumptions.

The existing lodging options are not currently franchised with a national brand and are expected to continue to operate without a brand affiliation throughout the forecast period; therefore, the resort property will not be subject to franchise fees. Moreover, the proposed resort hotel (as part of the subject property) would also be expected to be operated independent of a brand affiliation throughout the forecast period.

#### **Projected Capital Improvements**

Our forecast of income and expense incorporates a reserve for replacement in recognition of the future renovation needs of the property.

#### **Most Probable Buyer**

The subject property is a remote resort that includes several lodging options (a main lodge, villas, homes, and an RV campground that features tent sites, cabins, and RV hookups), as well as supporting facilities for the resort and local community (a small airport, employee housing, two vacant buildings, a grocery store, a laundromat, a gas station, and other improvements that support the operation). The subject resort's vast amenities and offerings, as well as its favorable location proximate to the Monument Valley Tribal Park, make this property a notable tourist attraction in the region. The remote resort area features roughly 400 acres of undeveloped land, which is reportedly the only remaining land owned in fee-simple interest near the Park. Of the undeveloped land, roughly 140 acres are considered to be excess or surplus land, with topography that is conducive for development; of that land, about 30 acres would be developable in the near term.



We note that a typical buyer would consider the age and sprawling configuration of the existing improvements, which results in functional obsolescence, when considering the expected investment returns. Moreover, the perspective of potential buyers continues to be influenced by their expectations for the pace and timing of the ongoing recovery from the COVID-19 pandemic and the related economic impact. It is our opinion that the most probable buyer of the subject property would be a national or regional group that would consider the expansion opportunities that are available at the subject property. This type of buyer would seek to implement a third-party professional hotel operator and to maintain the property's independent status.

**Intended Use of the Appraisal**

This appraisal report is being prepared for use for the asset evaluation of the subject property.

**Identification of the Client and Intended User(s)**

The client for this engagement is Navajo Nation Hospitality Enterprise. This report is intended for the addressee firm and may not be distributed to or relied upon by other persons or entities.

**Assignment Conditions**

"Extraordinary Assumption" is defined in USPAP as follows:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.<sup>4</sup>

This analysis is based on the extraordinary assumption that the subject land equates to 633 acres owned in fee and 37 acres subject to ground leases. We were not provided with a full survey, legal description, or other complete description of the site; furthermore, we were not provided with a copy of each lease. As such, we have assumed that the historical rent collection represents the full lease payment and that the leases would continue throughout the projection period and extend (or be extended) into the future. The analysis is also based on the extraordinary assumption that the described improvements utilized in the excess land analysis have been completed as of the prospective "when complete" date of value. The reader should understand that the expansion related to the proposed 80-room resort does not yet exist as of the date of appraisal. Our appraisal does not address unforeseeable events that could alter the proposed project, and/or the market conditions reflected in the analyses; we assume that no significant changes, other than those anticipated and explained in this report, shall take place between the date of inspection and date of prospective value. The use of these extraordinary assumptions may have affected the assignment results. We have made no other extraordinary assumptions specific to this appraisal. However, several important general assumptions have been made that apply to this appraisal and our valuations

<sup>4</sup>The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2020–2021 ed.



of proposed hotels in general. These aspects are set forth in the Assumptions and Limiting Conditions chapter of this report.

## Scope of Work

The methodology used to develop this appraisal is based on the market research and valuation techniques set forth in the textbooks authored by Hospitality Valuation Services for the American Institute of Real Estate Appraisers and the Appraisal Institute, entitled *The Valuation of Hotels and Motels*,<sup>5</sup> *Hotels & Motels: Valuations and Market Studies*,<sup>6</sup> *The Computerized Income Approach to Hotel/Motel Market Studies and Valuations*,<sup>7</sup> *Hotels and Motels: A Guide to Market Analysis, Investment Analysis, and Valuations*,<sup>8</sup> and *Hotels and Motels – Valuations and Market Studies*,<sup>9</sup> as well as in accordance with the Uniform System of Accounts for the Lodging Industry (USALI).

1. All information was collected and analyzed by the staff of TS Worldwide, LLC. Information such as historical operating statements, management agreements, site plans, floor plans, and leases, as applicable, were supplied by the client or property management. However, some of the provided data were limited; thus, this has been considered in our extraordinary assumptions.
2. The subject site was evaluated from the viewpoint of its utility for the development and operation of a resort property. The potential existence of surplus or excess land was investigated. We have reviewed adjacent uses, regional and local accessibility attributes, and visibility characteristics. A study of the local neighborhood was undertaken to determine its boundaries, land uses, recent developments, and life-cycle stage. Other aspects of the land, such as soil and subsoil conditions, nuisances, hazards, easements, encroachments, zoning, and the current flood zone of the property, have been evaluated.
3. The subject property's improvements were inspected to evaluate their current condition, construction materials, and design and layout, including any items of physical deterioration or functional obsolescence. A list of facilities and amenities that the property offers has been compiled, and past upgrades of each area of the resort property have been investigated. Recent capital expenditures, as well as planned future upgrades, have been reviewed. The remaining economic life of the hotel has been estimated.
4. Economic and demographic statistics for the subject property's market have been reviewed to identify specific hostelry-related trends that may affect

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<sup>5</sup> Stephen Rushmore, *The Valuation of Hotels and Motels*. (Chicago: American Institute of Real Estate Appraisers, 1978).

<sup>6</sup> Stephen Rushmore, *Hotels, Motels and Restaurants: Valuations and Market Studies*. (Chicago: American Institute of Real Estate Appraisers, 1983).

<sup>7</sup> Stephen Rushmore, *The Computerized Income Approach to Hotel/Motel Market Studies and Valuations*. (Chicago: American Institute of Real Estate Appraisers, 1990).

<sup>8</sup> Stephen Rushmore, *Hotels and Motels: A Guide to Market Analysis, Investment Analysis, and Valuations* (Chicago: Appraisal Institute, 1992).

<sup>9</sup> Stephen Rushmore and Erich Baum, *Hotels and Motels – Valuations and Market Studies*. (Chicago: Appraisal Institute, 2001).



future demand. Workforce characteristics have been evaluated, including employment trends by sector and unemployment rates. Major businesses and industries operating in the local area were investigated, and local area office statistics and trends were reviewed, as available. Passenger levels and recent changes at the area's pertinent airport have been researched, and visitor demand generators have been identified and evaluated.

5. An STR Trend Report pertaining to historical trends in room-night supply, demand, occupancy, average rate, and RevPAR for the subject property and a group of selected competitors has been ordered and analyzed. Performance levels for each of the competitive hotels/resorts have been researched and/or estimated. Ownership, management, facilities, renovations, and other pertinent factors for the competitive properties have been investigated. Potential new hotel supply was researched and quantified. Occupancy levels of the subject resort and its existing competition provide a basis for quantifying current accommodated demand in the market. The market for hotel accommodations is segmented based on the specific characteristics of the types of travelers utilizing the area's hotels. By segmenting the demand accommodated by each hotel, the total demand by market segment is quantified. The demand generated by each market segment is then projected by year up through a point of hypothetical market stabilization. Latent demand, if applicable, is estimated and added to the base demand forecast, resulting in a forecast of overall occupancy for the competitive market.
6. Based on the physical, economic, financial, and legal factors influencing the subject property, a conclusion regarding the property's highest and best use, as currently improved, was developed. The highest and best use of the subject land, as if vacant, was also evaluated based on current real estate trends and market conditions.
7. The subject resort's occupancy, including the villas but excluding the RV park, was projected based on a forecast of overall market penetration, or penetration by market segment. Average rate was projected based on competitive positioning, through the application of an overall ADR penetration rate, or penetration by each market segment's average rate.
8. Historical revenue and expense statements for the subject resort have been reviewed, analyzed, and compared to the financial performance of comparable hotels. Inflation forecasts were researched, forming the basis for our own forecast of inflation. A projection of revenue and expense was prepared in accordance with the USALI, setting forth the anticipated economic benefits of the subject property. All projections are expressed in inflated dollars. Each line item has been reviewed individually. Amounts are forecast based on past performance, expected changes at the property in the future, and comparable hotel performance levels. Property taxes are forecast based on a review of past assessment levels, comparable hotel assessments, and historical tax rates.
9. Our forecast of EBITDA Less Replacement Reserve (formerly referred to as "net operating income") for the subject property is capitalized into an opinion of value via a ten-year discounted cash flow (DCF) analysis.



Pertinent direct capitalization rates are also reviewed, and trends in terminal capitalization rates are researched and applied during this process.

10. As applicable, sales of comparable hotels have been researched for the local market and for the greater region as a whole. However, comparable sales were not located, and given the non-disclosure nature of Utah, land sales data were also not utilized in our excess land value. As such, the sales comparison approach was not completed.
11. The cost approach was deemed inapplicable in the valuation of the subject property because it is not relied upon by investors in the valuation process; moreover, it requires unsubstantiated calculations to derive an estimate of asset depreciation. However, an analysis of the excess land was completed. We note that comparable sales data were not available; thus, we utilized the ground-rent capitalization method and the residual-land-value method. An opinion of personal property value is presented.
12. The appraisal considers the following three approaches to value: cost, sales comparison, and income capitalization. We have investigated numerous improved sales in the market area and have spoken with buyers, sellers, brokers, property developers, and public officials. Because lodging facilities are income-producing properties that are normally bought and sold based on capitalization of their anticipated stabilized earning power, the greatest weight is given to the value indicated by the income capitalization approach. We find that most hotel investors employ a similar procedure in formulating their purchase decisions; thus, the income capitalization approach most closely reflects the rationale of typical buyers.

The results of the appraisal are based on this investigation and analysis and are conveyed in this report. The analyses, opinions, and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in USPAP.



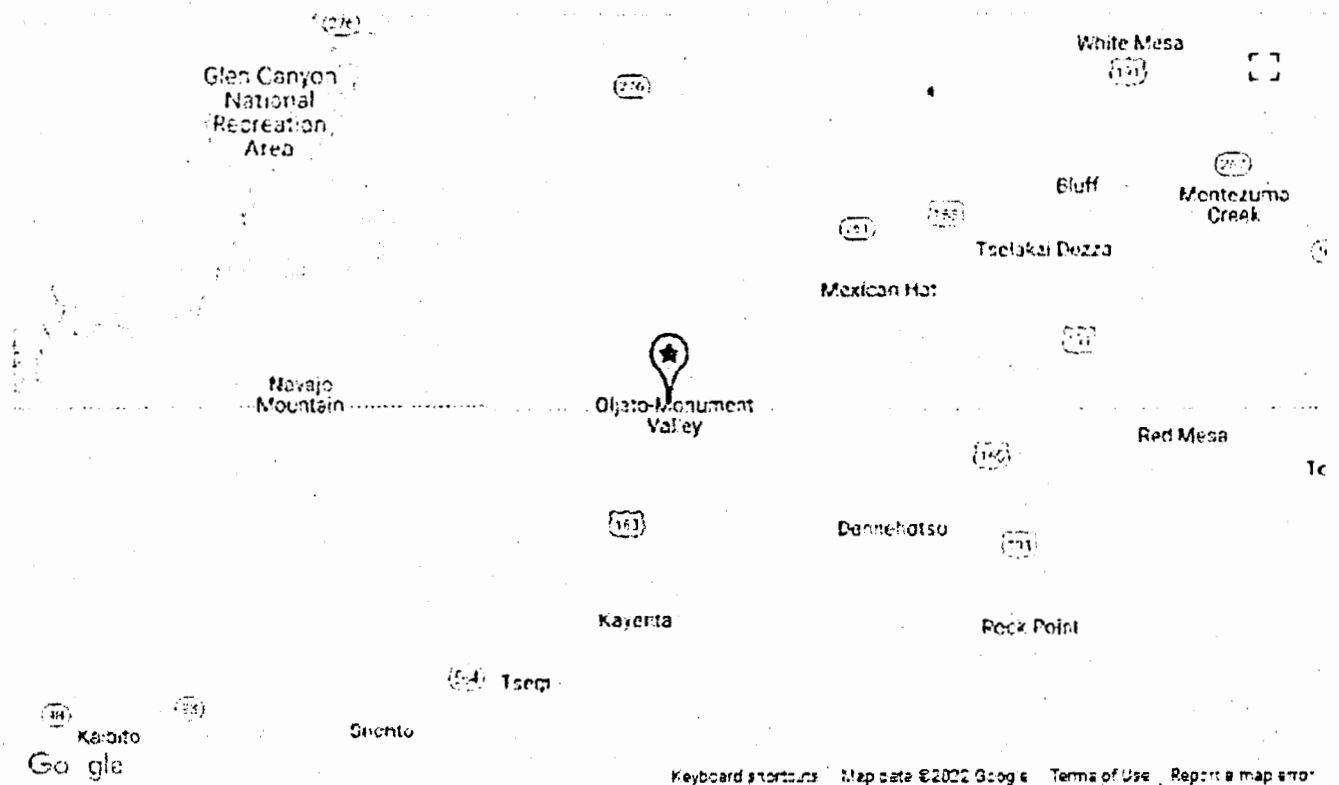
### 3. Description of the Real Estate

#### LAND

The suitability of the land for the operation of a remote resort is an important consideration affecting the economic viability of a property and its overall value. Factors such as size, topography, access, visibility, and the availability of utilities have a direct impact on the desirability of a particular site.

The subject property comprises a large portion of the census-designated place (CDP) known as the Oljato-Monument Valley, which is located to the southwest of Mexican Hat, Utah, and lies directly along the Utah/Arizona border.

#### LOCATION MAP



#### Physical Characteristics

The subject site measures approximately 670.65 acres, or 29,213,514 square feet. The subject property comprises multiple tax parcels that are located throughout the Oljato-Monument Valley area, as illustrated in the following table and map. However, we were not provided with the exact acreage of the subject property, and the assessor's records are incorrect because they total more than a section of land (640 acres). Therefore, we have made the extraordinary assumption that the subject land equates to 633 acres owned in fee-simple interest, less the hospital and a leased





parcel (Lot 10), and 37 acres subject to ground leases, for a total of 670 acres. The adjacent uses of the overall resort parcel are set forth in the following table.

**FIGURE 3-1 SUBJECT MAIN PARCEL'S BOUNDARIES/ADJACENT USES**

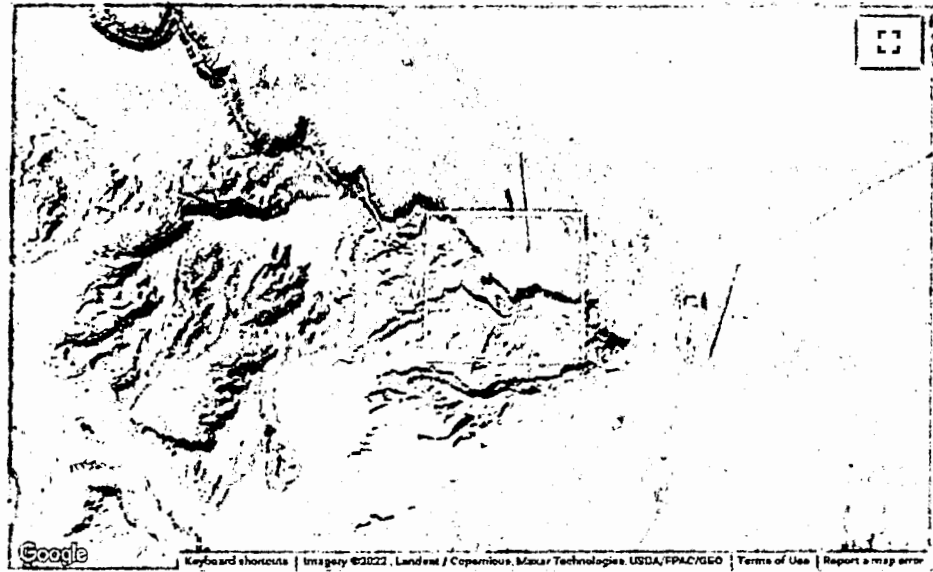
Direction	Adjacent Use
North	Vacant Land
South	Utah/Arizona Border
East	Rockfall Road
West	Vacant Land

**PLAT MAP**





## AERIAL PHOTOGRAPH



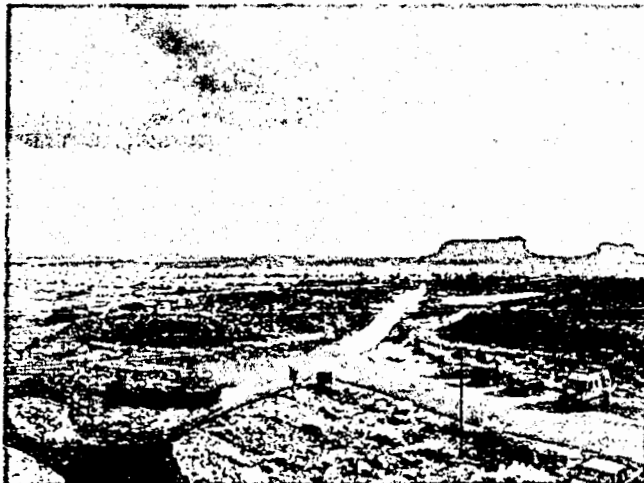


### Site Utility

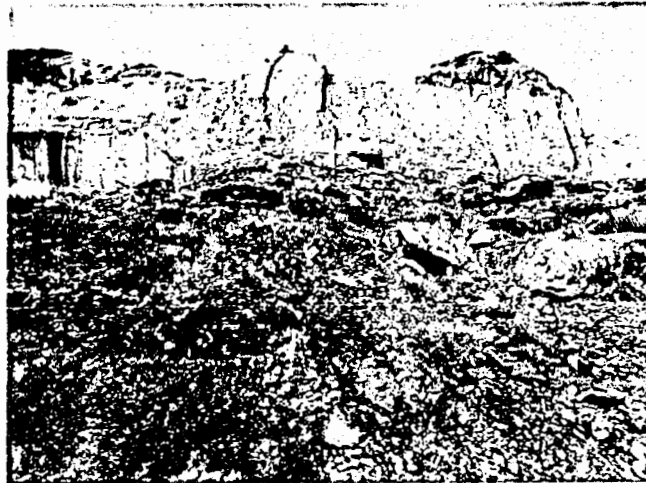
Given the presence of canyons and a variety of unique formations throughout the site, the topography varies greatly. Roughly 400 acres of the 670-acre site are not currently developed; however, only about 140 acres feature a topography that is conducive for development. The specific locations of the site that could be conducive for development are the vacant land to the northeast of the main lodge; the land along the southern border of the site, adjacent to the canyon; and a portion of land near the airport. For the purpose of this analysis, we have assumed that the planned 80-room resort hotel development would take place along the southern border of the site, adjacent to the canyon, in order to provide an exclusive, high-end experience on roughly 30 acres. Moreover, it is important to note that if the development were constructed to the northeast of the main lodge or east of the airport, this development would likely impede upon sweeping views of Monument Valley, which is a major draw for the resort. The remaining portions not developed (or not planned to be developed) feature rock formations, which limit the land's use and/or would be expected to be preserved in order to maintain amenities and offerings, such as hiking trails and sweeping views of Monument Valley. Thus, the site includes excess land that has been valued separately and could be developed with an upscale lodging facility, as well as surplus land that serves the greater resort.



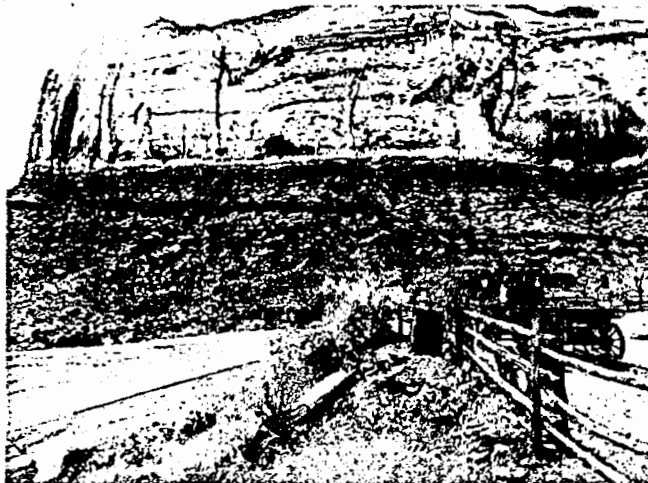
**VIEW FROM SITE**



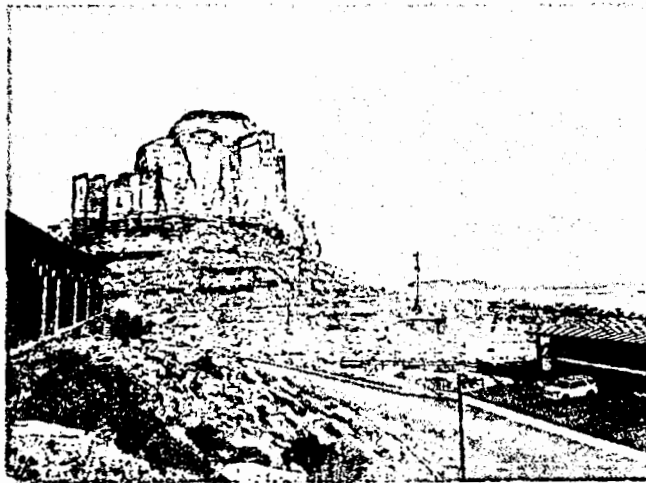
**VIEW FROM SITE**



**VIEW FROM SITE**



**VIEW FROM SITE**

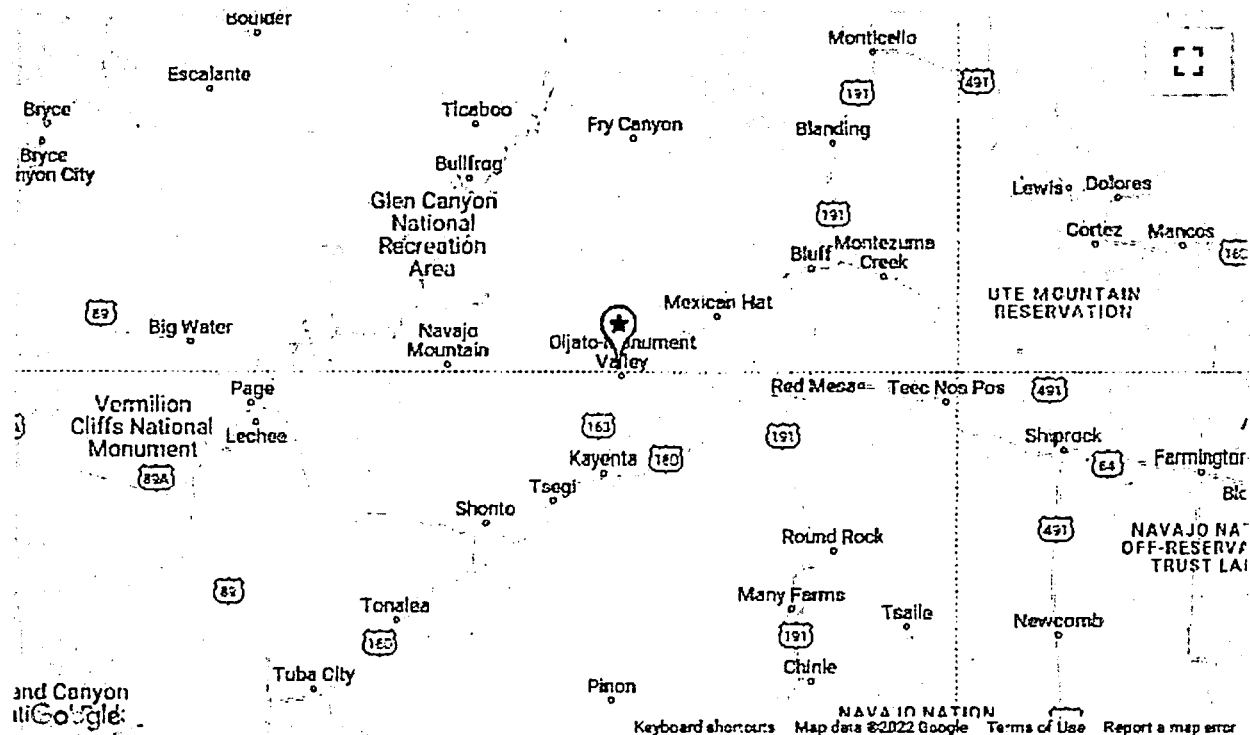




### Access and Visibility

It is important to analyze the site with respect to regional and local transportation routes and demand generators, including ease of access. The subject site is readily accessible to a variety of local and county roads, as well as state and interstate highways. The subject property's market is served by a variety of additional local routes, which are illustrated on the map.

### MAP OF REGIONAL ACCESS ROUTES



Primary regional access through the area is provided by U.S. Highway 163, which connects to U.S. Highway 191, U.S. Highway 160, and County Highway 162. These highways extend to Moab to the north and Flagstaff, Arizona, to the south. It is important to note that a road extending from Oljato-Monument Valley to Page, Arizona, will reportedly be constructed within the next five years, thus increasing traffic through the subject market significantly.

Primary vehicular access to the majority of the property is provided by Monument Valley Clinic Road/Rock Door Canyon Road. From Monument Valley Clinic Road, Goulding's Trading Post Road can be accessed, which leads directly to the main lodge, restaurant, gift shop, and the museum improvements. The villas, select



employee housing, two rentable homes, and several buildings related to tour vehicle maintenance are accessed from Oljato Road, which is connected to Monument Valley Clinic Road. The airport, the RV park and campground, additional employee housing, the hospital, and additional lodging and back-of-house and storage/maintenance-related improvements are accessed by Monument Valley Clinic Road/Rock Door Canyon Road. Furthermore, Monument Valley Clinic Road leads to an unpaved path that leads to three cookout areas along the southern side of the canyons located on the property, near the Utah/Arizona state border. With the exception of the cookout areas, all improvements benefit from excellent visibility and accessibility attributes. The cookout locations, which are intended to provide a remote, exclusive experience, feature fair visibility and accessibility attributes, but this bolsters the unique experience that these amenities are intended to offer guests.

#### **Airport Access**

We note that the subject property features a small airport that includes one hangar; however, there is no fuel available, and the airport does not offer tie-downs. The airport does, however, feature a self-calling intercom for weather information. Moreover, this airport does not service commercial flights; reportedly, it is used on a rare basis to support the owner's use and that of select guests. The closest commercial airports are the Page Municipal Airport and the Durango-La Plata County Airport, which are located approximately 70 and 120 miles to the west and northeast of the subject site, respectively.

#### **Neighborhood**

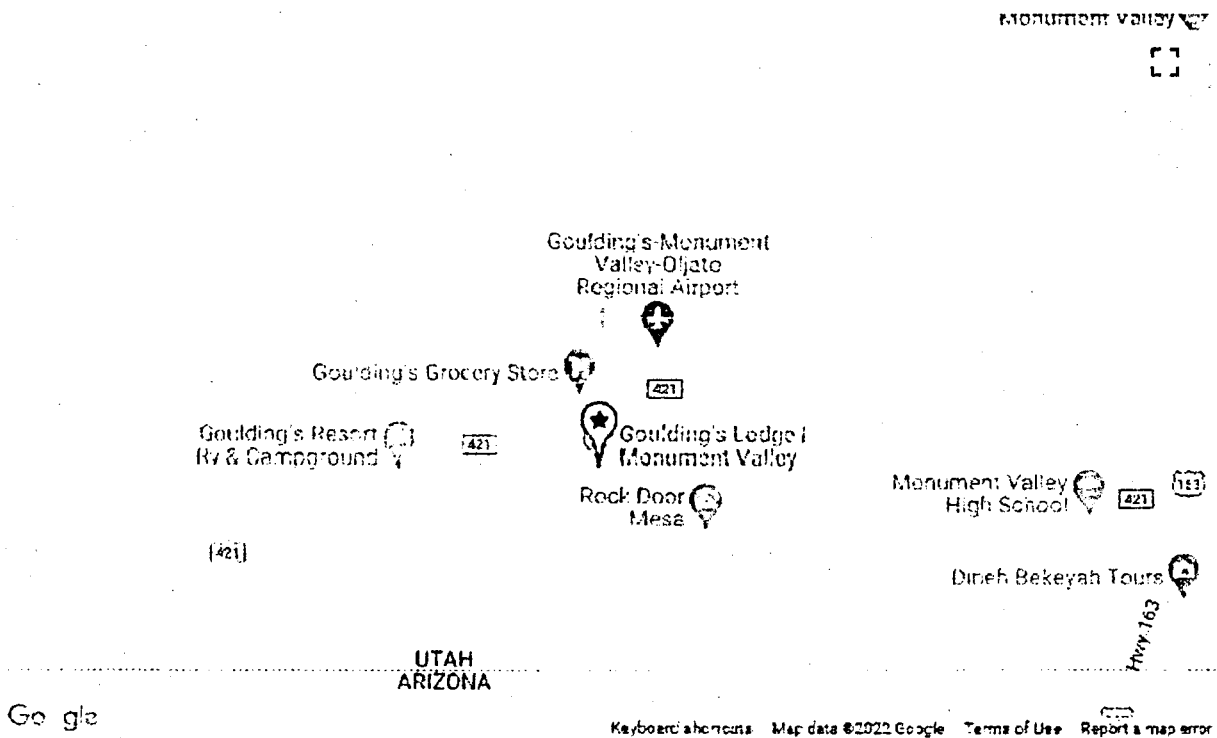
The neighborhood surrounding a lodging facility often has an impact on a hotel's status, image, class, style of operation, and sometimes its ability to attract and properly serve a particular market segment.

The subject property is located within the Oljato-Monument Valley area, roughly 75 miles southwest of Monticello, Utah, the closest urbanized area in the region. As noted previously, the subject property comprises a total of 670 acres of land near the Utah/Arizona state border. The subject property is surrounded by canyons and dry desert conditions, featuring sweeping views of Monument Valley, which is a famous location for movie filming. The desert environment and associated canyons and dramatic landscapes attract tourists from all over the world. The subject property encompasses a large portion of Oljato-Monument Valley, essentially forming a self-contained resort. Since its opening, the Valley has experienced significant growth as a result of property ownership's investment into the area, which has resulted in more than four lodging types, a small airport, a restaurant, a gift shop, a theatre, museum buildings, a gas station, a grocery store, a laundromat, and several improvements aimed at supporting the local operations. Thus, the amenities and offerings not only serve guests, but also the regional community and employees.



While no particular developments or construction efforts were observed as taking place within this neighborhood at the time of our fieldwork, the property features several acres of excess land that could be sold and developed for an alternate use. We note that the Navajo Nation plans to develop an 80-room resort, which we have assumed would take place along the southern border of the site, adjacent to the canyon. Overall, the supportive nature of the ancillary offerings and amenities on the subject site are considered appropriate for and conducive to the operation of a resort that is located in a rural area.

#### MAP OF NEIGHBORHOOD



#### Proximity to Local Demand Generators and Attractions

The subject resort property is the area's primary generator of lodging demand; however, additional demand generators are located throughout the region. A sample of these demand generators is reflected on the following map, including respective distances from and drive times to the subject property. Overall, the subject property is well situated with respect to demand generators.







**Nuisances  
and Hazards**

We were not informed of any site-specific nuisances or hazards, and there were no visible signs of toxic ground contaminants at the time of our inspection. We note that the gas station underwent a comprehensive renovation in 2020, which resulted in moving all gasoline storage to above ground. According to ownership, the gas station is in full compliance with standards as of the date of this report. However, because we are not experts in this field, we do not warrant the absence of hazardous waste and urge the reader to obtain an independent analysis of these factors.

**Flood Zone**

According to the Federal Emergency Management Agency, the flood zone of the subject site is not determined.

**Zoning**

According to the San Juan County planning office, the resort is not subject to zoning restrictions. Reportedly, the property was established prior to the establishment of Navajo Reserve Land zoning; therefore, in addition to not being subject to county zoning restrictions, the resort is also not subject to Navajo Nation zoning restrictions.

We assume that all necessary permits and approvals have been secured (including the appropriate liquor license as applicable) and that the subject property was constructed in accordance with local zoning ordinances, building codes, and all other applicable regulations. Our zoning analysis should be verified before any physical changes are made to the site.

**Easements and  
Encroachments**

We note that an access easement with San Juan County along Rock Door Canyon Road/Monument Valley Clinic Road provides access to a parcel that is improved with the hospital owned by the Utah Navajo Development Council (UNDC). A second access easement with San Juan County is present along Oljato Road, which provides access to the sewer treatment facility, villas, employee housing, and automotive-related buildings. These access easements do not significantly affect its utility or marketability.

**Land Conclusion**

We have analyzed the issues of size, topography, access, visibility, and the availability of utilities. The subject resort property serves as the most popular tourist destination in San Juan County, which makes it one of the foremost demand generators in the region. In general, the site is well suited for a mixed-use resort, with acceptable access, visibility, and topography for an effective operation.

**Improvements**

The quality of a lodging facility's physical improvements has a direct influence on its marketability and attainable occupancy and average rate. The design and functionality of the structure can also affect operating efficiency and overall profitability.



The subject property was inspected by Lauren Reynolds on March 16, 2022; the photographs in this report reflect the condition of the property as observed on that date.

### **COVID-19 Operations**

Although the subject property is not located on Navajo Reserve Land, given that the property is surrounded by Navajo Reserve Land, property ownership has chosen to comply with select Navajo Nation restrictions, including the continued implementation of a mask mandate. However, the subject resort has not been subject to the same occupancy restrictions required for lodging facilities on Navajo Nation Reserve land. Market participants noted that the Navajo Nation is expected to transition into the "Green Code" in the coming months; however, an official timeline for the full rescinding of all restrictions had yet to be announced as of the date of this report. Furthermore, it is important to note that tours provided by the subject resort are typically in Monument Valley, which is a Navajo Tribal Park. Following the onset of the COVID-19 pandemic, the Navajo Nation closed Monument Valley to visitors, halting nearly all tours provided by the subject resort. However, property ownership shifted to onsite tours through the canyons that are located on the property to maintain this amenity offering. The Monument Valley Tribal Park was reopened to the public in the late summer of 2021.

### **Property Overview**

The Goulding's Lodge is a full-service, self-contained resort containing 152 total rentable units. As illustrated in the following image, the subject property encompasses several businesses and offerings that comprise a self-contained resort and supporting community area on roughly 670 acres. The property was purchased by current ownership in 1981, at which time all that existed were the upper lodge building (J), the restaurant (K), and the museum buildings (M); both K and M were utilized for different purposes at the time, with M being the original trading post. Property ownership has since constructed the remainder of the property over time in order to create a tourism destination. The subject property currently features several lodging types; an RV park and campground (R); two pool houses, one at the main Goulding's Lodge area (J) and one at the RV park and campground; a restaurant (K); three exclusive cookout areas; a gift shop (L); a theatre and two museum buildings (M); a grocery store (B); a laundromat (C); a gas station (E); a car wash area that also features guestrooms for tour drivers (D); a small airport (G); a hangar and pilot's apartment (F); a sewer lagoon (H); employee housing; and several hiking trails, as well as several improvements that support the operation.

Furthermore, a hospital (N) and an abandoned school and church are excluded from our analysis given their current ownership structure and/or lack of contribution. We note that the villas were reportedly completed in 2018, and a luxury home at the RV park was almost completed at the time of our inspection; however, we were not provided with detailed, comprehensive, historical capital expenditures. It is



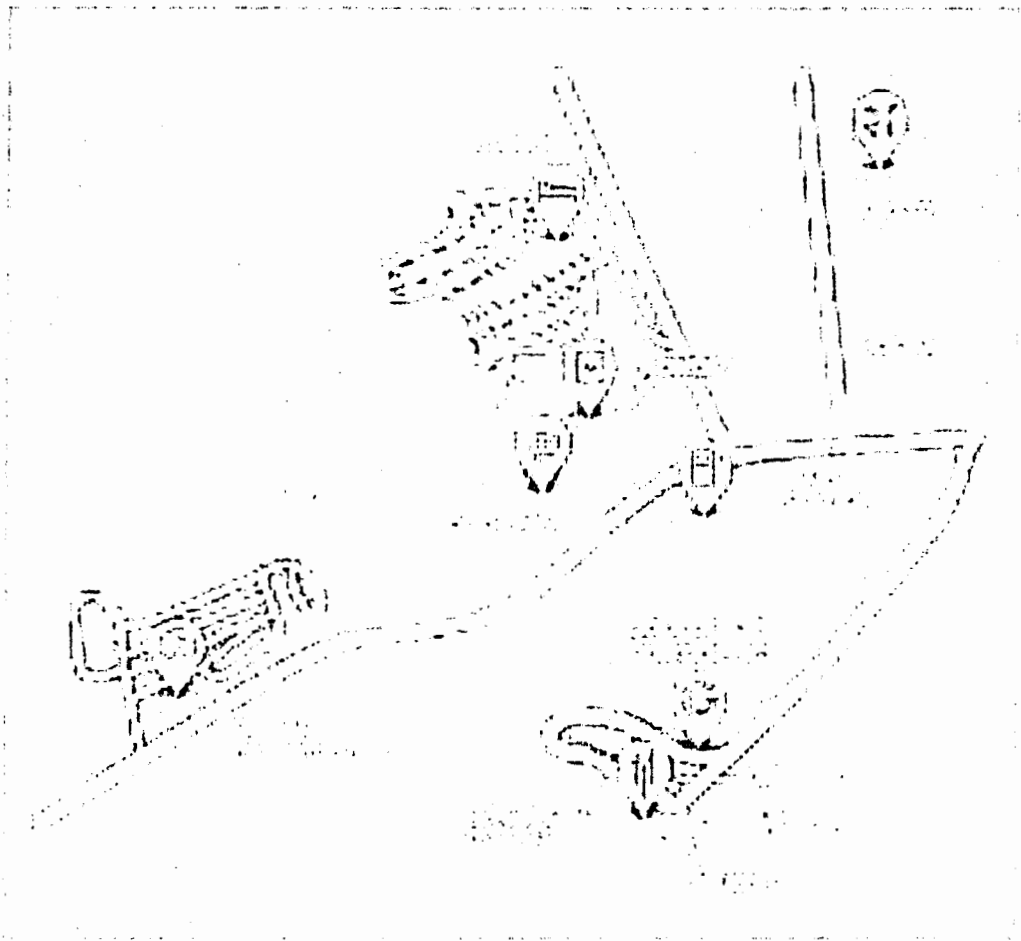
important to note that the inefficient, sprawling layout of the property, as well as the inconsistent guestroom product, result in functional obsolescence.

#### OVERVIEW MAP OF PROPERTY



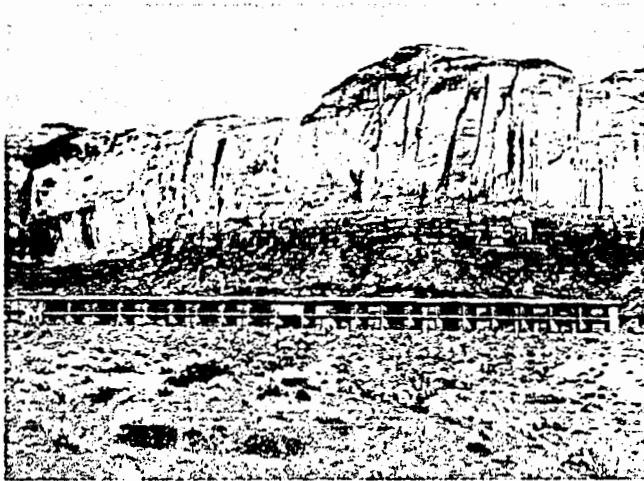


**PROPERTY MAP**

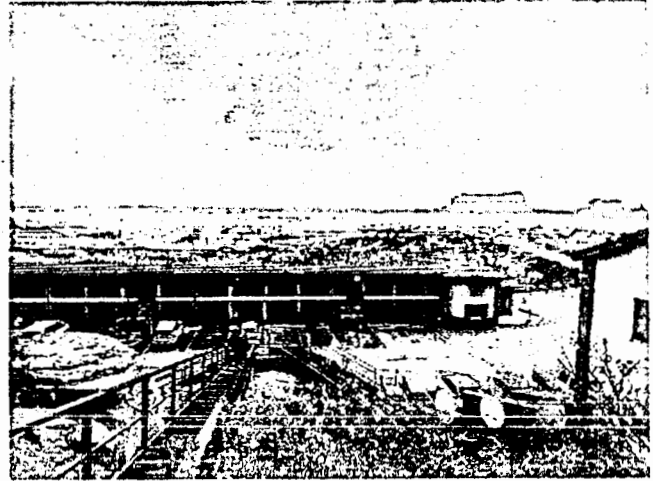




**MAIN LODGE – FRONT OF HOTEL**



**MAIN LODGE – BACK OF HOTEL**



**Summary of the  
Facilities**

Based on our research and information provided by management representatives of the subject property, the following table summarizes the facilities available at the subject property.



**FIGURE 3-2 FACILITIES SUMMARY - LODGING**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	



**FIGURE 3-3 FACILITIES SUMMARY – CONT.**

Food & Beverage Facilities		Seating Capacity	
Stagecoach Restaurant		136	
Gas Station Food and Beverage Outlet		None	
Grocery Store Bakery		None	
Amenities & Services			
Guest Laundry Room (RV Park)		Grocery Store	
Outdoor Barbecue Areas		Laundromat	
Retail (RV Park)		Gas Service Station	
Two Indoor Swimming Pools		Gift Shop	
Lobby Workstation		Museum	
		Airport	
Employee Housing Units/Owner Units		Units	Bedrooms
Villa Complex			
Employee Home		1	
Employee Home		1	
Employee Home		1	
Canyon Apartments Area			
Employee Home		1	
Employee Home		1	
Employee Home		1	
Employee Home		1	
Employee Home		1	
Employee Home		1	
Total		10	2
Infrastructure			
Elevators		None	
Life-Safety Systems		Smoke Detectors	

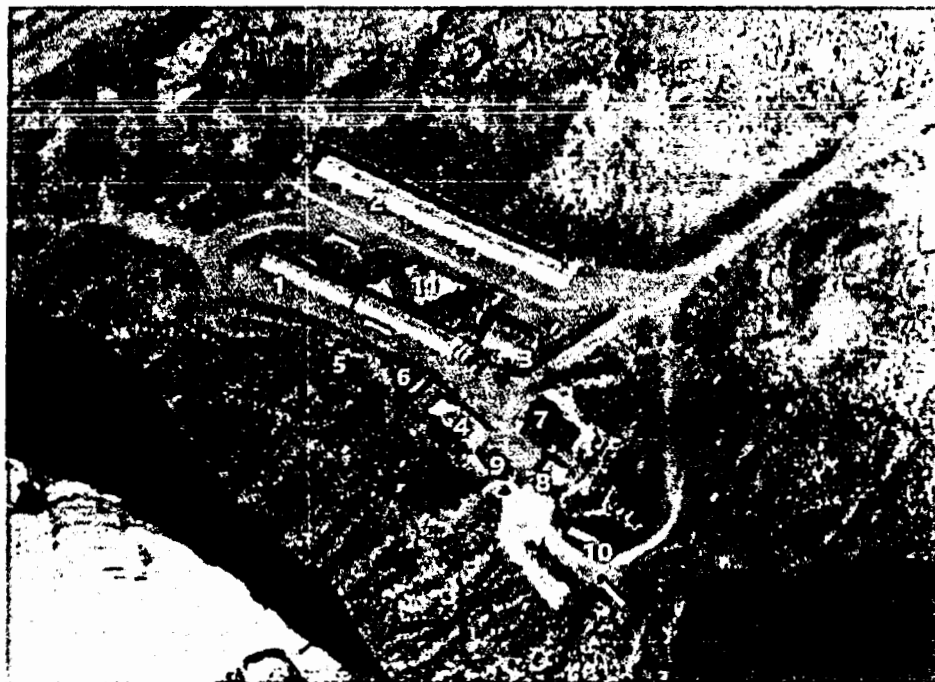
**Site Improvements and  
Hotel Structure**

Once guests enter the subject property, ample parking is available, free of charge, on the surface lots near each building area. The parking areas were in good condition. Signage is located at the entrance of the subject site and appropriately placed throughout the site for each part of the property, including the gas station, grocery store, villas, and RV park and campground. The site's landscaping and sidewalks were in overall good condition upon our inspection.



The subject property comprises approximately 121 separate structures in total, as illustrated in the following images, ranging in height from one to two stories. The main hotel area consists of the two main lodge buildings (1 and 2), the restaurant (4), the gift shop and administrative offices (3), the pool house (11), two cabins (5 and 6), a theatre (7), a bathhouse for guests and bathroom breaks on tours (10), and two museum buildings (7 and 9). The buildings' exteriors were in good condition; there were no major problems observed or reported pertaining to the improvements' exterior finishes. The stairways are functional, appearing to be well kept upon inspection. According to management, the roofs are in good condition with no deficiencies. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### **OVERVIEW MAP OF MAIN LODGE AREA**



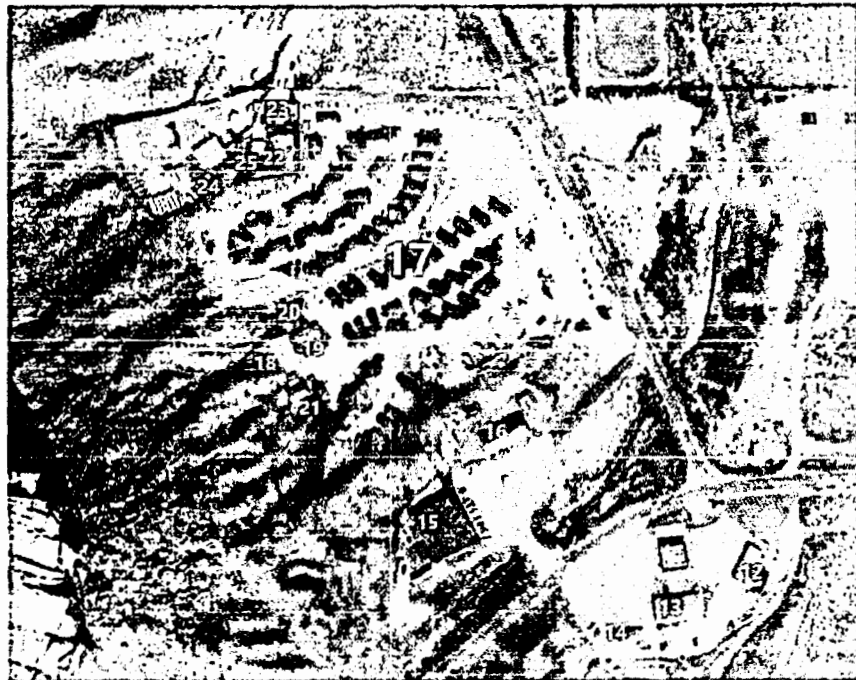
The gas station (13) features a car wash (12) and four guestrooms for tour bus drivers. The gas station also has a storage building (14). The one-bedroom villas (17) are located to the north of the grocery store (15) and laundromat (16). We note that the southern half of the villas feature kitchens that do not include cooktops, while the remaining portion provide full kitchens, including a cooktop; there are 68





villas in total. West of the villas are three homes; one home (19) is for property ownership, while the remaining two homes (20 and 21) are considered rentable units. We note that we were not able to inspect these homes; however, they are reportedly in good condition. The back-of-the-house laundry building (18) services the villas and the Goulding's Lodge rooms and cabins. An additional employee house (22), tour offices within a former home (23), a two-car parking garage (25), and a vehicle maintenance building (24) are located to the north of the villas.

#### **OVERVIEW MAP OF GAS STATION & VILLA AREA**





The private airport features a hangar (53) that includes an attached one-bedroom apartment for pilots. To the west, lies a sewage lagoon (52) that is used for the entire property. Additionally, a second bathhouse (54) is located to the southwest of the hangar to provide bathrooms for those arriving to the airport and for tour groups, as well as a large hogan (55)—a traditional dwelling of the Navajo people— that serves as a tourist attraction.

#### **OVERVIEW MAP OF AIRPORT AREA**

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Additional buildings along Monument Valley Clinic Road/Rock Door Canyon Road going west include an abandoned church (30), maintenance buildings (27, 28, and 29), employee homes (37, 38, 39, 34, and 33), two fourplexes (36 and 41), and one duplex (40). One fourplex comprises four one-bedroom guestrooms, while the second comprises four two-bedroom guestrooms. It is important to note that the employee home (39) is occasionally included in the rental pool as a rentable unit. Furthermore, the area includes a former fire station (35), which is used for additional back-of-the-house laundry for the rentable units in the immediate area; an additional rentable home (32); and a warehouse (31) that contains additional storage and kitchen space on the first floor and houses the IT employee's office on the second floor.

#### OVERVIEW MAP OF AIRPORT AREA





The RV park and campground features 66 RV sites (43), 27 tent sites (44), 3 studio cabins (45, 46, and 47), a home (48), a rental home (51), and an abandoned school building with an outdoor basketball court (42). The luxury rental home (51) had been recently constructed at the time of our inspection; according to property ownership, five more days of work remained before it could be considered completed and included in the total number of rentable units. A check-in building that features a pool area and guest showers, as well as additional retail space, is located at the entrance to the site (49). A lobby workstation is also located in the check-in building. Lastly, the second building at the entrance to the site (50) provides additional showers for the public and for employees and includes a uniform and laundry room for employees.

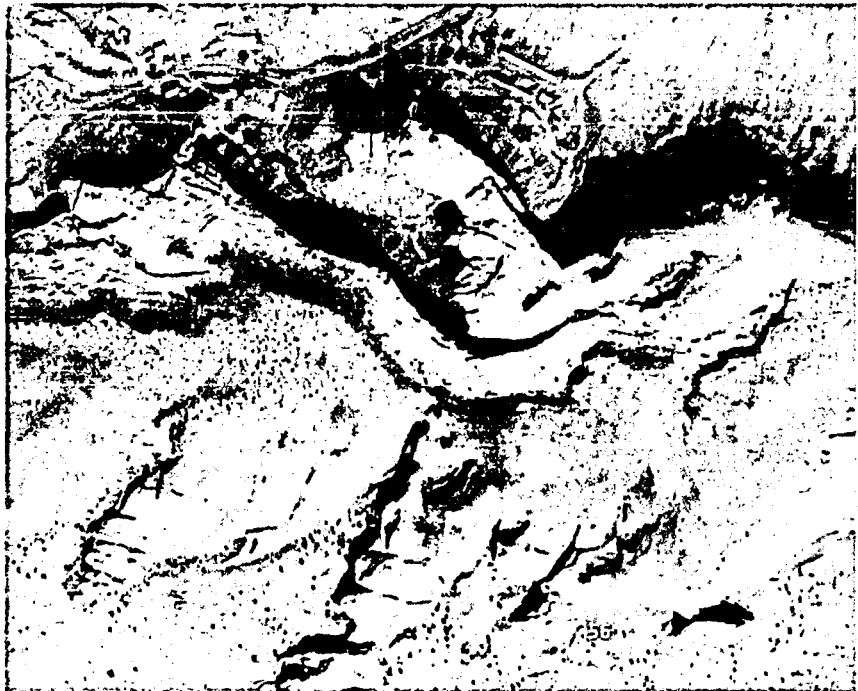
#### **OVERVIEW MAP OF RV PARK & CAMPGROUND**





Three exclusive cookout canopies are located along the southern side of the canyons (56), near the Utah/Arizona border, although only one cookout area can be seen on GIS imaging. The buildings' exteriors were in overall good condition, aside from the abandoned school and church buildings, which were considered to be in fair condition; otherwise, there were no major problems observed or reported pertaining to the exterior finishes. We note that we were able to inspect the interior of the school building; however, we were only able to inspect the exterior of the church building. Moreover, we were not able to inspect any of the employee housing given that they were occupied at the time of our inspection. According to property ownership, these homes are in good condition. The property's stairways are functional, appearing to be well kept upon inspection. According to ownership, the roofs are in good condition with no deficiencies noted. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

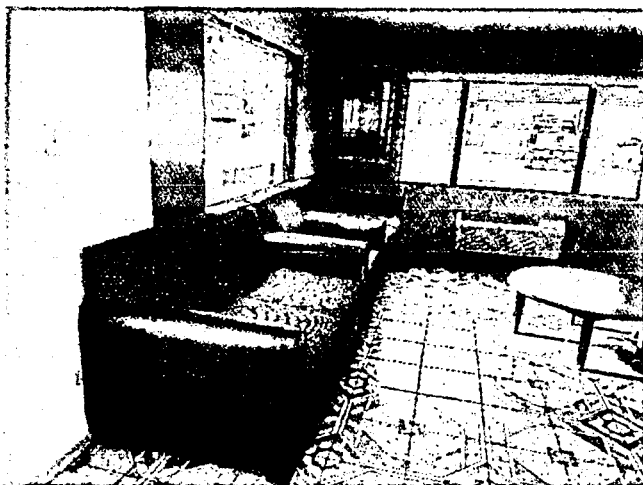
#### **OVERVIEW MAP OF EXCLUSIVE COOKOUT AREA**



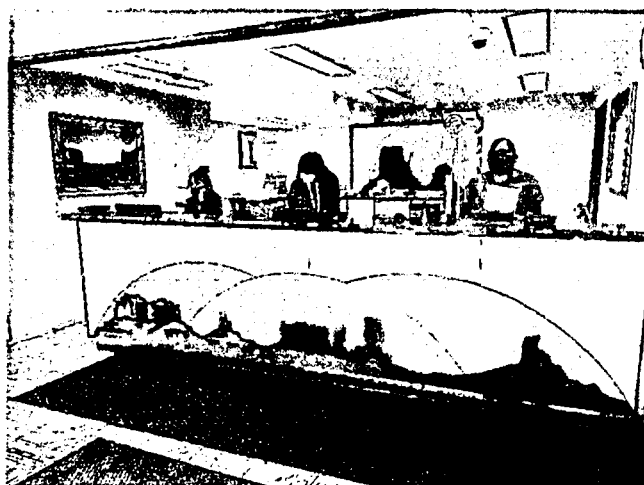


The following pictures are of the main lodge's check-in area and lobby.

#### MAIN LODGE LOBBY SEATING AREA



#### FRONT DESK



#### Lodging Options

The property features a wide variety of lodging types including standard and suite-style lodge rooms, entire homes, villas, studio cabins, apartments, fourplexes, and a duplex. Notably, the suite-style and standard guestrooms in the two main lodge buildings offer sweeping views of Monument Valley. Moreover, half of the 68 villas feature a kitchen with no cooktop, while the remaining villas provide kitchens with a cooktop. Otherwise, all villas feature an identical configuration with two queen beds, one in the living area and one in a separate bedroom. The home configurations vary; however, all but one are one story in height, with the outlier being two stories in height. Also, there are four guestrooms adjacent to the car wash; two of these guestrooms feature an interior-corridor configuration and are the only interior-corridor guestrooms on the property. We note that the lodging options were constructed over a long period of time, with the main lodge rooms being the oldest, and the villas and one luxury home (located in the RV park) being the most recently constructed. As such, the lodging offerings range in overall condition from good to excellent.

All guestroom bathrooms are of standard sizes, featuring a shower-in-tub and single-sink vanity area. Giving the phased construction of the property, the finishes and fixtures vary, as well as the corresponding conditions of these components. The conditions range from good to excellent, similar to the guestrooms.



The exterior guestroom corridors of the main lodges are wide and functional, permitting the easy passage of housekeeping carts. The remaining lodging options require housekeeping vehicles to bring necessary supplies to the front door of the rentable unit. Moreover, two guestrooms feature an interior-corridor configuration, as noted previously. Overall, the guestroom corridors, both exterior and interior, were in good condition.

As noted previously, the RV park and campground provides 66 RV spots, 27 tent sites, 3 studio cabins, and a home, as well as a luxury rental home that was five days from being completed at the time of our inspection. All RV spots feature full hookups for cable television, water, 50-amp power, and sewer. Tent sites are flat and include picnic tables and grills. Cabins and homes include private bathrooms, kitchens or kitchenettes, and outdoor spaces. All guests who stay at the RV park and campgrounds have access to bathrooms, showers, a retail area, an additional guest laundry area, a lobby workstation, an indoor pool, and picnic areas. Wi-Fi is also available to guests.



**FIGURE 3-4 SUMMARY OF ROOM TYPES**

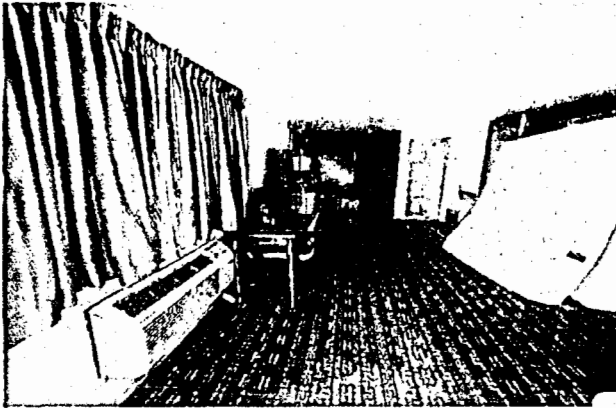
<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	

The following photos provide a snapshot of the resort's lodging offerings.

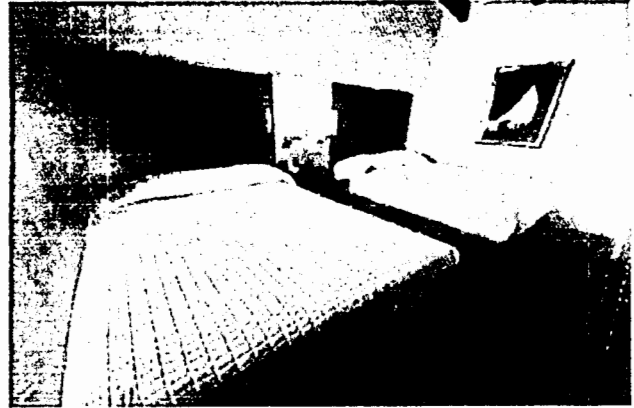




**MAIN LODGE AREA CABIN INTERIOR**



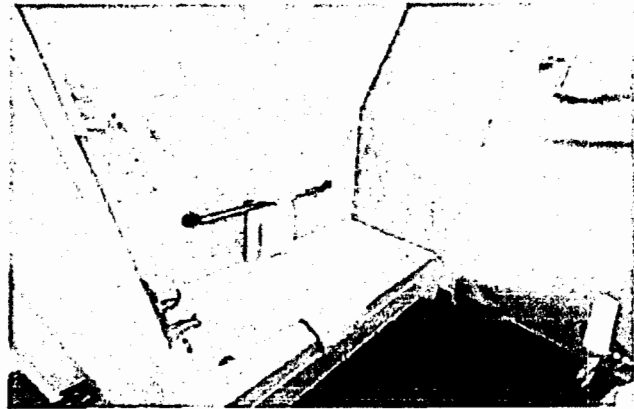
**MAIN LODGE GUESTROOM – SLEEPING**



**MAIN LODGE GUESTROOM – LIVING**

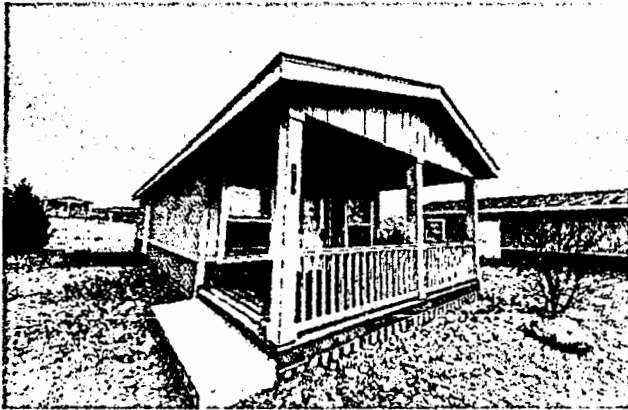


**MAIN LODGE GUESTROOM – BATH**

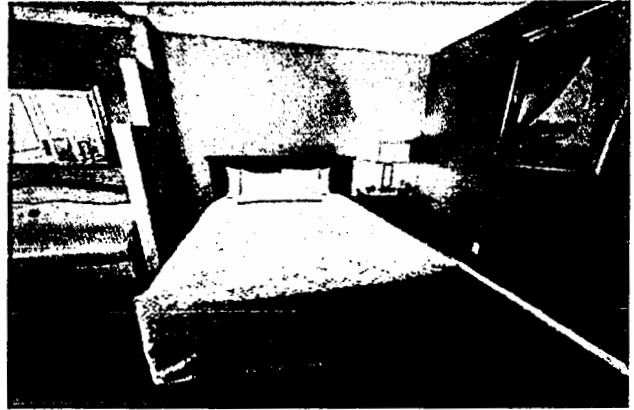




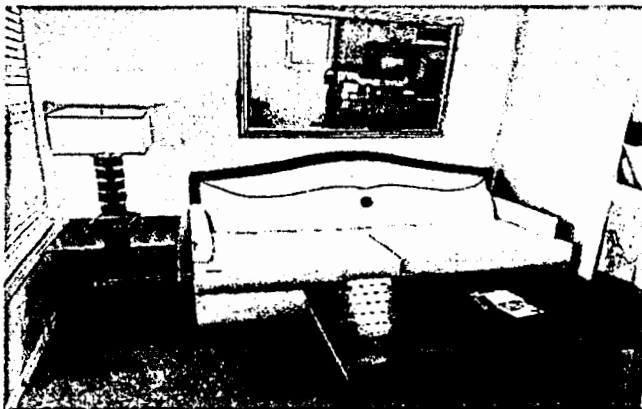
VILLAS – TYPICAL EXTERIOR



VILLAS – TYPICAL SLEEPING



VILLAS – TYPICAL LIVING



VILLAS – TYPICAL KITCHEN AREA





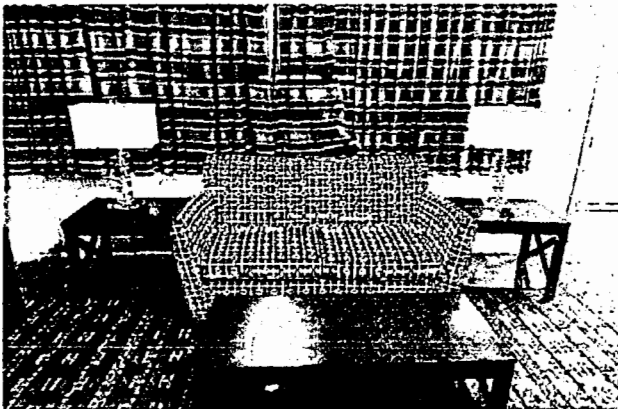
**FOURPLEX – FRONT**



**FOURPLEX – TYPICAL GUESTROOM SLEEPING**



**FOURPLEX – TYPICAL LIVING**



**FOURPLEX – TYPICAL KITCHEN**

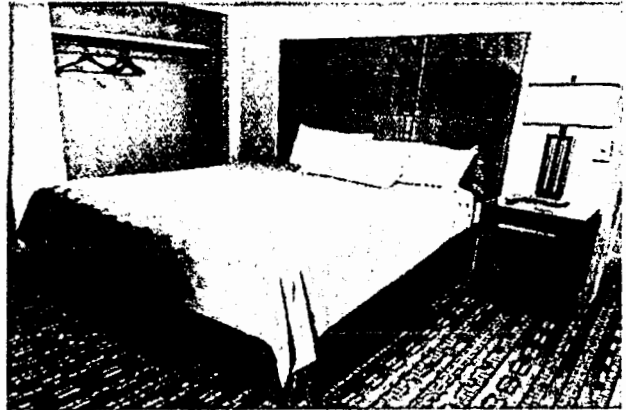




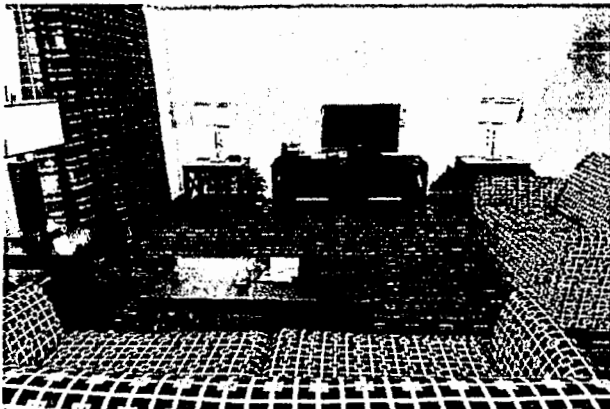
**DUPLEX – FRONT**



**DUPLEX – TYPICAL GUESTROOM**



**DUPLEX – TYPICAL LIVING**

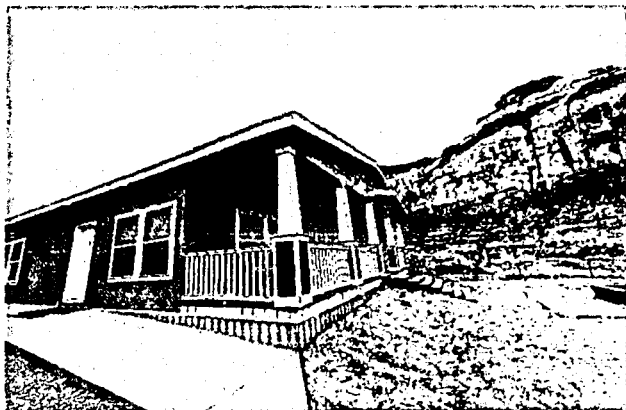


**DUPLEX – TYPICAL KITCHEN**

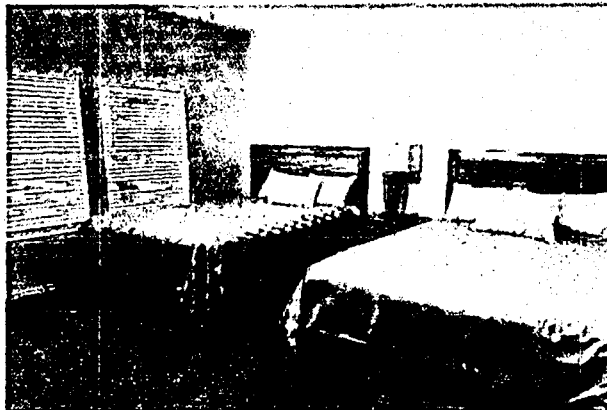




**LUXURY HOME NEAR WAREHOUSE**



**LUXURY HOME – TYPICAL GUESTROOM**



**LUXURY HOME – TYPICAL LIVING**

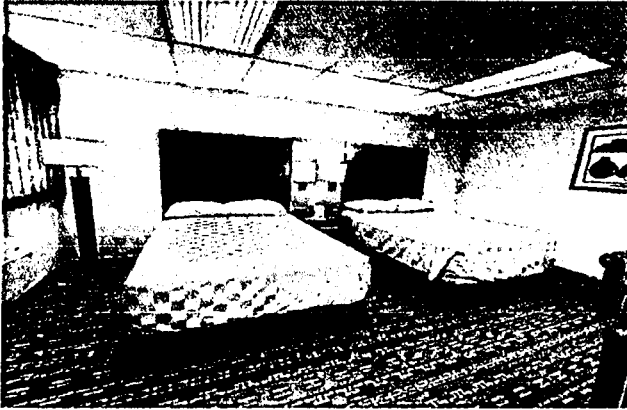


**LUXURY HOME – TYPICAL KITCHEN**

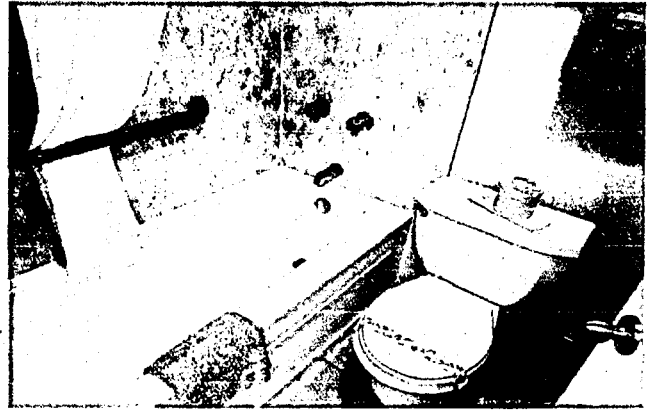




**AIRPORT APARTMENT – SLEEPING**



**AIRPORT APARTMENT – BATH**



**AIRPORT APARTMENT – LIVING**

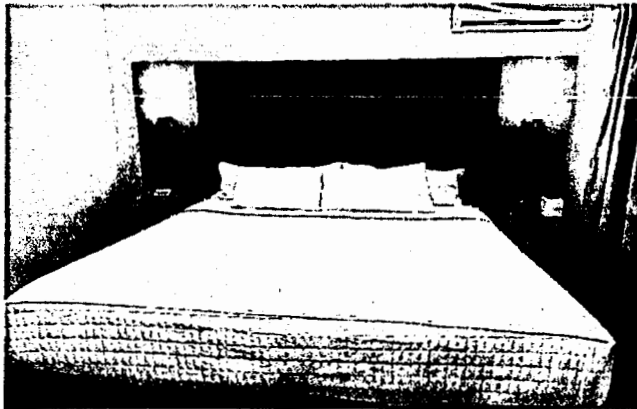


**AIRPORT APARTMENT – SINK**





**GAS STATION ROOM – TYPICAL SLEEPING**



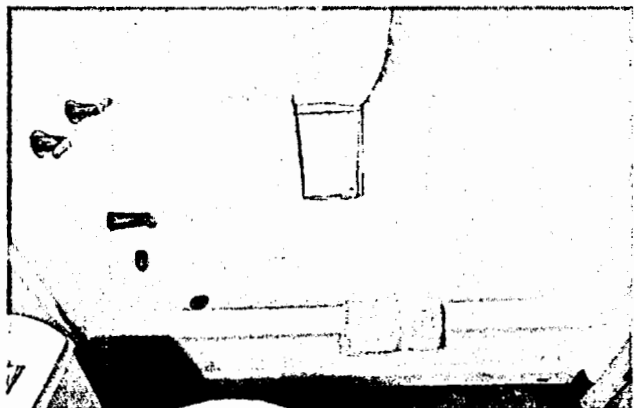
**GAS STATION ROOM – TYPICAL LIVING**



**GAS STATION ROOM – TYPICAL SINK**



**GAS STATION – TYPICAL BATH**

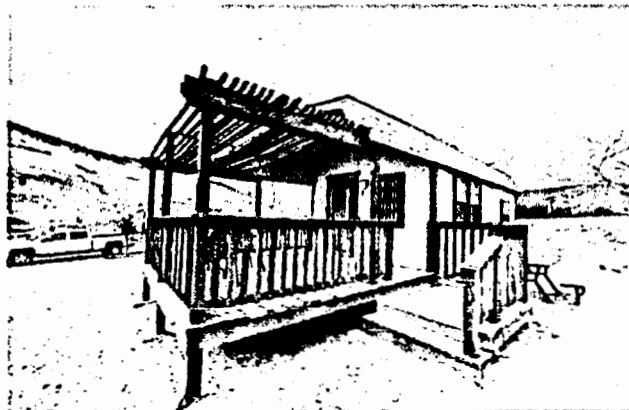




**RV PARK & CAMPGROUND – LUXURY HOME**



**RV PARK & CAMPGROUND – CABIN**



**RV PARK & CAMPGROUND – CABIN INTERIOR**



**RV PARK & CAMPGROUND – RV SITE**







**Food and Beverage  
Facilities**

The property's restaurant was one of the first improvements of the Goulding's site. The restaurant features one main kitchen area, which services the main dining room, and a second smaller kitchen for the private dining area. According to property ownership, this space is a popular option for groups, as it features sweeping views of Monument Valley. The exact square footage of the space was not available. It is important to note that the space has not been used for public events or group meetings since the onset of the COVID-19 pandemic. The property also offers a bakery in the grocery store and to-go hot food in the gas station. The size and layout of each facility are appropriate for the food and beverage (F&B) service offered by the property, and the furnishings and finishes were in good condition upon our inspection.

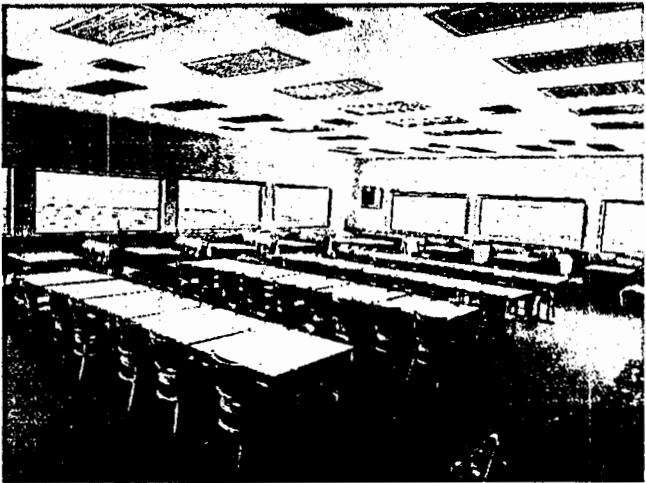
**FIGURE 3-5    SUMMARY OF FOOD AND BEVERAGE OUTLETS**

Food & Beverage Facilities	Seating Capacity
Stagecoach Restaurant	136
Gas Station Food and Beverage Outlet	None
Grocery Store Bakery	None

**RESTAURANT**



**PRIVATE DINING AREA**





### Private Dining Space

As noted previously, the property provides private dining space in the restaurant building, which features expansive views of Monument Valley. The space was in good condition upon inspection. Furthermore, outdoor spaces are available in three cookout locations along the southern border of onsite canyons, near the Utah/Arizona state border. These spaces offer an exclusive experience for guests and have reportedly been a popular amenity since the onset of the COVID-19 pandemic. These spaces were in good condition upon inspection, as well.

### Additional Facilities and Amenities

The property features two indoor pools, three outdoor barbecue areas, a theatre, and a museum (comprising two buildings). Reportedly, a fitness room was located on the first floor of the gift shop (which also includes administrative offices) but was reportedly removed in recent years because of the limited usage; as such, it was converted to additional office space. The property does not have a dedicated business center; however, a single-computer workstation is located in the main check-in area at the RV park and campground.

As noted previously, the property features a grocery store, a laundromat, a gas/service station, a gift shop, a retail area for the RV park, and a vending machine in each of the two main lodge buildings. The grocery store and laundromat are adjacent to one another and are located to the south of the villas, near the main entrance to the resort community along Monument Valley Clinic Road. The grocery store and laundromat are two separate one-story buildings. The grocery store offers a movie-rental area, a bakery, produce and meat sections, and other typical grocery items. The laundromat provides several washers and dryers, as well as detergent for purchase. It is important to note that locals/employees use these facilities frequently; thus, revenues have remained fairly stable during the pandemic.

## FIGURE 3-6 SUMMARY OF AMENITIES AND SERVICES

### Amenities & Services

Guest Laundry Room (RV Park)	Grocery Store
Outdoor Barbecue Areas	Laundromat
Retail (RV Park)	Gas Service Station
Two Indoor Swimming Pools	Gift Shop
Lobby Workstation	Museum
	Airport

### Back-of-the-House

The subject property is served by the necessary back-of-the-house space, including several in-house laundry facilities, administrative offices, and several full-service kitchens. The restaurant kitchen is located adjacent to the main dining room, while the second restaurant kitchen area is located adjacent to the meeting room/private dining area. An additional kitchen is located in the warehouse on the first floor in order to provide additional back-of-the-house support for large events or tour



groups, depending on what is requested by the group. A kitchen is also located in the gas service station in order to service the F&B offering, while two kitchens are located in the grocery store to serve the bakery, meat, and produce sections. The kitchen facilities are appropriate for the scopes of services provided, appearing to be in good condition; no significant or persistent problems were reported by property management.

The grocery store features the necessary loading dock needed for product delivery, and the gas service station features above-ground storage tanks for gasoline. The laundry facility located near the villas contains two large-capacity washers, two large-capacity dryers, and an industrial iron. The laundry facility located near the hospital contains five large-capacity washers, four large-capacity dryers, and an industrial iron. The laundry facility located at the RV park in the shower building contains two large-capacity washers and one large-capacity dryer for personal employee use, as well as for the washing of employee uniforms. In the check-in building located at the RV park, an additional laundry facility contains four large-capacity washers and four large-capacity dryers. The property's back-of-the-house equipment and appliances were reported to be operational at the time of inspection, appearing to be in good condition.



**LAUNDRY (NEAR VILLAS)**



**RESTAURANT KITCHEN/FOOD PREP AREA**



**LAUNDRY (NEAR APARTMENTS)**



**GROCERY KITCHEN/FOOD PREP AREA**





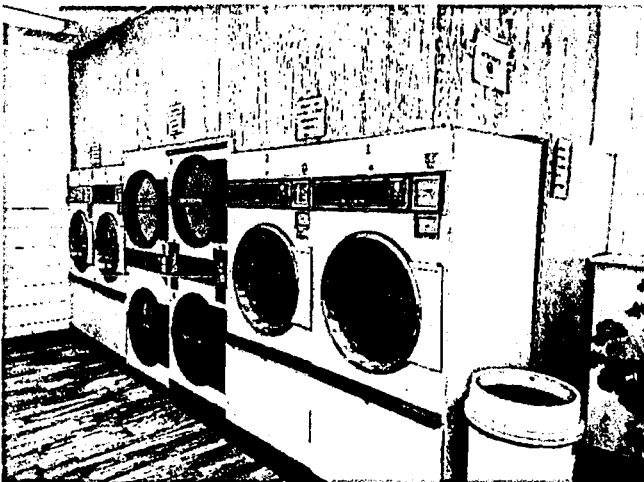
**LAUNDRY (EMPLOYEE PERSONAL USE)**



**GAS STATION KITCHEN/FOOD PREP AREA**



**LAUNDRY (CAMPGROUND)**



**ADA and  
Environmental**

According to information provided by management representatives, there are no environmental hazards present in the subject property's improvements, nor did we observe any. All underground gas storage tanks were reportedly removed, with no environmental issues, and the current above-ground tanks have no reported issues. The property reportedly complies with the Americans with Disabilities Act, including ADA-mandated pool lifts, which were reportedly held in storage at the



## Functional Obsolescence

time of inspection. Reportedly, the pool lifts are able to be brought out of storage when needed.

Given the subject property's phased construction over the course of several decades, the property's layout exhibits varying degrees of functional obsolescence. This construction resulted in an inefficient layout of the restaurant, lobby, ancillary businesses and improvements, and other public areas in relation to the guestrooms and other revenue centers. Additionally, the exterior walkways for the vast majority of the guestrooms and rentable units are considered obsolete given current design standards and the costly maintenance required by the covered paths. Providing housekeeping service to the various units, which are spread out across the resort community, is particularly challenging and requires housekeeping vehicles. As mentioned previously, there is an abandoned school building north of the RV park and campground. This building is in disrepair and would require extensive renovations to be brought up to working order; however, this building is not directly considered in our analysis. It should be noted that the overall property layout also provides numerous walking and hiking paths that enhance the appeal of the property, as these paths lead to sweeping views of Monument Valley and the surrounding landscape.

## Effective Age and Remaining Economic Life

Our opinion of effective age and remaining economic life for the building is presented as follows.

**FIGURE 3-7 EFFECTIVE AGE AND REMAINING ECONOMIC LIFE**

Typical Economic Life	45 Years
Chronological Age	1-66
Effective Age	25
Remaining Economic Life	20

Hotels are typically renewed on a regular basis. With good ongoing maintenance and regular upgrading, the remaining economic life can be periodically extended.

## Capital Expenditures

We were not provided with detailed, comprehensive, historical capital expenditures; however, according to property ownership, updates are completed each year as needed in order to maintain the property's good condition. According to property ownership, a luxury home was constructed to the south of Monument Valley Clinic Road, across from the hospital, roughly two years ago. Moreover, as of the date of our inspection, the softgoods in the two main lodge buildings were being replaced. As noted previously, a luxury rental home was constructed in the RV park and campground area in the year-to-date 2022 period and was said to be days away from opening pending the installation of some FF&E.



Our forecast of income and expense incorporates a reserve for replacement in recognition of the future renovation needs of the property and has considered the update needs in our selected valuation parameters. Our appraisal also assumes an ongoing preventive maintenance program and appropriate management and ownership oversight. The reserve for replacement is consistent with accepted industry norms for a property of this type. Investors also recognize that additional capital may be required over the holding period; this expectation is factored into their return requirements. Our selected discount and capitalization rates are based on market requirements, implicitly considering potential additional capital investments that may be required during the holding period.

**Improvements  
Conclusion**

Overall, the subject property offers a unique product offering with a variety of lodging options to choose from, while simultaneously providing a tourism destination for guests. Strengths of the physical asset include its large variety of product offerings and businesses that contribute to the property's overall appeal as a tourism destination. A significant weakness noted was the property's inefficient layout and phased construction over many years, which has resulted in functional obsolescence.



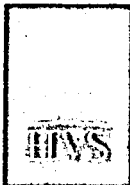
## 4. Market Area Analysis

The economic vitality of the market area and neighborhood surrounding the subject property is an important consideration in forecasting lodging demand and income potential. Economic and demographic trends that reflect the amount of visitation provide a basis from which to project lodging demand. The purpose of the market area analysis is to review available economic and demographic data to determine whether the local market will undergo economic growth, stabilize, or decline. In addition to predicting the direction of the economy, the rate of change must be quantified. These trends are then correlated based on their propensity to reflect variations in lodging demand, with the objective of forecasting the amount of growth or decline in visitation by individual market segment (e.g., commercial, meeting and group, and leisure).

### Market Area Definition

The market area for a lodging facility is the geographical region where the sources of demand and the competitive supply are located. The subject property is located in the designed area of Oljato-Monument Valley, the county of San Juan, and the state of Utah. Oljato-Monument Valley is located in southern San Juan County, along the Utah/Arizona state border. The area is surrounded by and integrated with Navajo Reserve Land and thousands of square miles of red rock landscapes, open land, and hiking trails, as well as state and national parks to the west and north. Monument Valley is known for its sweeping, iconic views of local canyons; moreover, it is as a famous set for filming movies. Although this area has not garnered as much fame as its neighbor, Moab, the development of Goulding's Lodge over the years has gained traction and worldwide recognition as one of San Juan County's growing tourism destinations. Tourism is the largest economic driver in the market.





## MONUMENT VALLEY

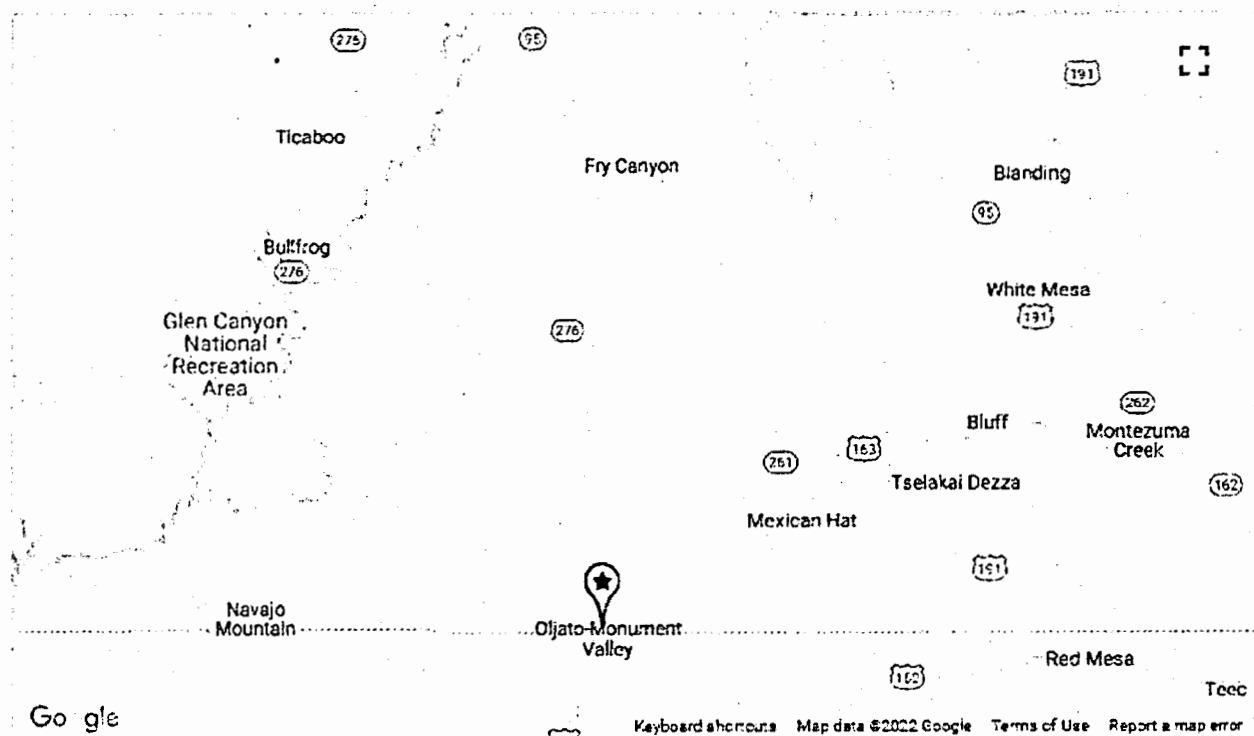
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The following exhibit illustrates the market area.



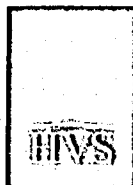
## MAP OF MARKET AREA



### Economic and Demographic Review

A primary source of economic and demographic statistics used in this analysis is the *Complete Economic and Demographic Data Source* published by Woods & Poole Economics, Inc.—a well-regarded forecasting service based in Washington, D.C. Using a database containing more than 900 variables for each county in the nation, Woods & Poole employs a sophisticated regional model to forecast economic and demographic trends. Historical statistics are based on census data and information published by the Bureau of Economic Analysis. Projections are formulated by Woods & Poole, and all dollar amounts have been adjusted for inflation, thus reflecting real change.

These data are summarized in the following table.



**FIGURE 4-1 ECONOMIC AND DEMOGRAPHIC DATA SUMMARY**

					Average Annual Compounded Change		
	2010	2019	2021	2026	2010-19	2019-21	2021-26
<b>Resident Population (Thousands)</b>							
San Juan County	14.8	15.3	15.4	15.8	0.4 %	0.4 %	0.4 %
State of Utah	2,775.3	3,206.0	3,286.5	3,509.3	1.6	1.2	1.3
United States	309,321.6	328,241.4	332,219.5	343,776.8	0.7	0.6	0.7
<b>Per-Capita Personal Income*</b>							
San Juan County	\$22,386	\$25,557	\$26,128	\$28,960	1.5	1.1	2.1
State of Utah	33,599	44,550	46,232	50,620	3.2	1.9	1.8
United States	42,366	51,424	53,262	57,739	2.2	1.8	1.6
<b>W&amp;P Wealth Index</b>							
San Juan County	58.6	55.4	54.9	55.8	(0.6)	(0.4)	0.3
State of Utah	86.1	93.6	93.7	94.3	0.9	0.1	0.1
United States	100.0	100.0	100.0	100.0	(0.0)	0.0	0.0
<b>Food and Beverage Sales (Millions)*</b>							
San Juan County	\$32	\$17	\$18	\$21	(6.7)	3.2	2.6
State of Utah	3,280	5,213	5,530	6,412	5.3	3.0	3.0
United States	475,553	683,513	718,507	814,042	4.1	2.5	2.5
<b>Total Retail Sales (Millions)*</b>							
San Juan County	\$89	\$113	\$119	\$130	2.8	2.6	1.7
State of Utah	39,223	55,505	59,344	67,393	3.9	3.4	2.6
United States	4,387,108	5,538,706	5,846,867	6,434,974	2.6	2.7	1.9

\* Inflation Adjusted

Source: Woods & Poole Economics, Inc.

The U.S. population grew at an average annual compounded rate of 0.7% from 2010 through 2021. The county's population has grown more slowly than the nation's population; the average annual growth rate of 0.4% between 2010 and 2021 reflects a gradually expanding area. Following this population trend, per-capita personal income increased slowly, at 1.4% on average annually for the county between 2010 and 2021. Local wealth indexes have remained stable in recent years, registering a low 54.9 level for the county in 2021.

Food and beverage sales totaled \$18 million in the county in 2021, versus \$32 million in 2010. This reflects a -5.0% average annual while an annual recovery of 2.6% annually is forecast through 2026. The retail sales sector demonstrated an



## **Workforce Characteristics**

annual increase of 2.7% in the decade spanning from 2010 to 2021. An increase of 1.7% average annual change is expected in county retail sales through 2026.

The characteristics of an area's workforce provide an indication of the type and amount of transient visitation likely to be generated by local businesses. Sectors such as finance, insurance, and real estate (FIRE); wholesale trade; and services produce a considerable number of visitors who are not particularly rate sensitive. The government sector often generates transient room nights, but per-diem reimbursement allowances often limit the accommodations selection to budget and mid-priced lodging facilities. Contributions from manufacturing, construction, transportation, communications, and public utilities (TCPU) employers can also be important, depending on the company type.

The following table sets forth the county workforce distribution by business sector in 2019, 2020, and 2021, as well as a forecast for 2026.

**FIGURE 4-2 HISTORICAL AND PROJECTED EMPLOYMENT (000S)**

Industry	Percent			Percent			Percent			Average Annual Compound Change						
	Percent of Total	2020	Percent of Total	2021	Percent of Total	2026	Percent of Total	2026	2019- 2020	2020- 2021	2021- 2026					
Farm	0.7	10.5	%	0.7	11.8	%	0.7	10.5	%	0.8	10.6	%	1.3	%	1.3	%
Forestry, Fishing, Related Activities And Other	0.1	1.2		0.1	1.2		0.1	1.2		0.1	1.1		12.5		0.2	
Mining	0.3	3.9		0.2	3.5		0.3	3.9		0.3	3.8		25.4		0.6	
Utilities	0.0	0.3		0.0	0.3		0.0	0.3		0.0	0.3		10.0		1.8	
Construction	0.3	5.0		0.3	5.1		0.3	4.9		0.3	4.8		9.0		0.5	
Manufacturing	0.1	2.0		0.1	2.0		0.1	1.9		0.1	1.8		9.9		0.5	
Total Trade	0.5	7.2		0.4	7.3		0.5	7.1		0.5	6.6		10.2		0.1	
Wholesale Trade	0.1	0.9		0.1	0.9		0.1	0.9		0.1	0.8		8.9		0.0	
Retail Trade	0.4	6.3		0.4	6.4		0.4	6.2		0.4	5.8		10.3		0.1	
Transportation And Warehousing	0.1	1.1		0.1	1.1		0.1	1.1		0.1	1.0		9.0		0.3	
Information	0.0	0.4		0.0	0.4		0.0	0.4		0.0	0.4		13.0		0.0	
Finance And Insurance	0.1	2.0		0.1	2.2		0.1	2.1		0.2	2.3		10.5		2.9	
Real Estate And Rental And Lease	0.2	2.7		0.2	2.7		0.2	2.8		0.2	3.1		13.8		3.3	
Total Services	2.5	37.8		2.2	35.9		2.7	38.5		2.9	40.2		21.3		2.0	
Professional And Technical Services	0.1	1.8		0.1	1.9		0.1	1.8		0.1	1.8		9.6		1.4	
Management Of Companies And Enterprises	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0		0.0		0.0	
Administrative And Waste Services	0.1	1.9		0.1	1.8		0.1	1.9		0.1	2.0		20.0		2.3	
Educational Services	0.1	1.9		0.1	1.9		0.1	1.9		0.1	2.0		18.6		2.1	
Health Care And Social Assistance	0.8	12.5		0.8	12.8		0.9	12.8		1.0	13.6		12.7		2.4	
Arts, Entertainment, And Recreation	0.1	1.3		0.1	1.0		0.1	1.3		0.1	1.3		45.2		0.4	
Accommodation And Food Services	0.9	13.2		0.7	11.5		0.9	13.6		1.1	14.5		33.7		2.4	
Other Services, Except Public Administration	0.3	5.2		0.3	5.0		0.4	5.1		0.4	4.9		15.8		0.5	
Total Government	1.7	25.9		1.6	26.5		1.7	25.3		1.8	24.0		8.3		0.1	
Federal Civilian Government	0.2	2.3		0.2	2.5		0.2	2.2		0.2	2.1		0.7		0.1	
Federal Military	0.1	0.9		0.1	1.0		0.1	0.8		0.1	0.8		0.0		0.0	
State And Local Government	1.5	22.8		1.4	23.1		1.5	22.3		1.5	21.2		9.5		0.1	
TOTAL	6.7	100.0	%	6.1	100.0	%	6.9	100.0	%	7.3	100.0	%	13.2	%	1.1	%
U.S.	203,809.5	—		191,619.5	—		209,319.1	—		222,948.2	—		9.2		1.3	

Source: Woods & Poole Economics, Inc.



Forecasts developed by Woods & Poole Economics, Inc. anticipate that total employment in the county will change by 1.1% on average annually through 2026. The trend is below the forecast rate of change for the U.S. as a whole during the same period.

**Radial Demographic  
Snapshot**

The following table reflects radial demographic trends for our market area measured by three points of distance from the subject property.



**FIGURE 4-3 DEMOGRAPHICS BY RADIUS**

	0.00 - 1.00 miles	0.00 - 3.00 miles	0.00 - 5.00 miles
<b>Population</b>			
2027 Projection	184	365	918
2022 Estimate	173	354	887
2010 Census	156	335	834
2000 Census	153	351	869
Percent Change: 2022 to 2027	6.4%	3.1%	3.5%
Percent Change: 2010 to 2022	10.9%	5.7%	6.4%
Percent Change: 2000 to 2010	2.0%	-4.6%	-4.0%
<b>Households</b>			
2027 Projection	53	110	274
2022 Estimate	49	106	263
2010 Census	42	97	238
2000 Census	36	88	215
Percent Change: 2022 to 2027	8.2%	3.8%	4.2%
Percent Change: 2010 to 2022	16.7%	9.3%	10.5%
Percent Change: 2000 to 2010	16.7%	10.2%	10.7%
<b>Income</b>			
2022 Est. Average Household Income	\$31,417	\$32,427	\$32,315
2022 Est. Median Household Income	25,000	24,212	25,000
<b>2022 Est. Civ. Employed Pop 16+ by Occupation</b>			
Architecture/Engineering	0	0	0
Arts/Design/Entertainment/Sports/Media	1	1	2
Building/Grounds Cleaning/Maintenance	5	10	26
Business/Financial Operations	0	0	1
Community/Social Services	1	2	4
Computer/Mathematical	0	0	0
Construction/Extraction	3	6	15
Education/Training/Library	3	6	14
Farming/Fishing/Forestry	0	1	2
Food Preparation/Serving Related	3	6	16
Healthcare Practitioner/Technician	0	0	1
Healthcare Support	1	2	4
Installation/Maintenance/Repair	0	0	1
Legal	0	0	0
Life/Physical/Social Science	0	0	0
Management	1	2	6
Office/Administrative Support	6	13	32
Production	6	11	28
Protective Services	0	0	0
Sales/Related	5	11	28
Personal Care/Service	4	7	18
Transportation/Material Moving	7	13	33

Source: Envrionics Analytics

This source reports a population of 887 and 263 households within a five-mile radius of the subject property. The average household income this radius is currently reported at \$32,315, while the median is \$25,000.

## Unemployment Statistics

The following table presents historical unemployment rates for the subject property's market area, the state, and the nation.

**FIGURE 4-4 UNEMPLOYMENT STATISTICS**

Year	County	State	U.S.
2012	8.8 %	5.4 %	8.1 %
2013	8.0	4.6	7.4
2014	7.7	3.8	6.2
2015	7.9	3.6	5.3
2016	8.1	3.4	4.9
2017	7.0	3.3	4.4
2018	6.1	3.0	3.9
2019	5.1	2.6	3.7
2020	10.3	4.7	8.1
2021	6.3	2.7	5.4
<i>Recent Month - Mar</i>			
2021	8.0 %	3.2 %	6.0 %
2022	4.5	2.1	3.6

Source: U.S. Bureau of Labor Statistics

Prior to the pandemic, U.S. unemployment levels were firmly below the 4.6% level recorded in 2006 and 2007, the peak years of the economic cycle prior to the Great Recession. The unemployment rate for February 2020 was 3.5%. The unemployment rate had remained in the 3.5% to 3.7% range since April 2019, reflecting a trend of stability and strength of the U.S. economy. However, in April 2020, unemployment rose to 14.7%, and employment dropped by 20.7 million because of the COVID-19 pandemic. Steady declines in unemployment have been registered since April 2020; most recently, the national unemployment rate was 3.6% in April 2022. A roughly 428,000-person rise in employment was registered in both March and April of 2022. The most significant gains were reported in the leisure and hospitality, professional and business services, retail trade, and manufacturing industries.

Locally, the unemployment rate was 6.3% in 2021; for this same area in 2022, the most recent month's unemployment rate was registered at 4.5%, versus 8.0% for the same month in 2021. As illustrated in the foregoing table, unemployment declined in 2013, and this positive trend generally continued through 2019, with the exception of 2015 and 2016. Economic development officials noted that local





employment last decade was largely supported by the tourism industry. However, unemployment data for 2020 illustrate a sharp increase given the effects of the COVID-19 pandemic and related global economic crisis, which included furloughs/layoffs. Unemployment declined in 2021, as restrictions were lifted and tourism returned to the area, boosting employment opportunities. The most recent comparative period shows where the local market stands in 2022 relative to the same month of 2021, reflecting improvement given the strengthening economic conditions and corresponding hiring rebound.

#### Major Demand Generators & Industry

Providing additional context for understanding the nature of the regional economy, the following table presents a list of the major employers in the subject property's market.

**FIGURE 4-5 MAJOR EMPLOYERS**

Rank	Firm	Number of Employees
1	San Juan School District	500-999
2	Utah Navajo Health System	250-499
3	Federal Government	100-249
4	Utah State University (USU)	100-249
5	San Juan County	100-249
6	Blue Mountain Hospital	100-249
7	SJ Health Care	100-249
8	The State of Utah	50-99
9	Goulding's Lodge	50-99
10	Blanding City Local Government	50-99

Source: San Juan County, Utah Department of Workforce Statistics,  
2020



## MONUMENT VALLEY TRIBAL PARK

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- Monument Valley benefits from its remote, iconic location in San Juan County, which includes several state parks and tourism drivers, such as Goulding's Lodge, Goosenecks State Park, Valley of the Gods, Muley Point, and Bears Ears East. As noted previously, Goulding's Lodge (the subject property) serves as one of the top tourism drivers in this region, providing famous tours through Monument Valley, a museum (including the John Wayne's original cabin), hiking trails, and more. The subject property attracts visitors from all over the world, and market participants noted that the area is a common stop for tour groups that visit the Grand Canyon and Lake Powell. Given the property's remote location, the operations support both tourists and locals, providing everything from a gas station to a grocery store and laundromat. Reportedly, a road is planned for development that will lead from Monument Valley to Page, Arizona. The completion of this road over the course of the next several years is expected to draw even more visitors to the Monument Valley area; however, details on the timing and exact location of the road were not known or provided at the time of our analysis.
- The Goosenecks State Park is located near Mexican Hat, Utah, and is one of the top tourism drivers in San Juan County. The park, which opened to the public in 1962, features views of the San Juan River winding through canyons in a snake-like pattern. In fiscal 2019 (ending in June), the park welcomed roughly 67,000 total visitors, with the months of April through October realizing more than 6,000 visitors per month. In fiscal 2020 (ending in June), the park welcomed



roughly 44,000 visitors, with metrics declining considerably from prior-year visitor data in April, May, and June given the impact of the COVID-19 pandemic and related restrictions. Moreover, visitor statistics beyond June 2020 were not available for our review; however, market participants noted that visitation remained depressed as of March 2022 given the continued COVID-19-related restrictions imposed by the Navajo Nation.

- The Valley of the Gods is a famous scenic drive near Bluff, Utah, and is part of the Bears Ears National Monument area in San Juan County. The road can be accessed from the east via U.S. Highway 163 and from the west via U.S. Highway 261. This scenic drive stretches for 17 miles and features views of unique rock formations including "sandstone towers." The Valley has also been used as a film set for several movies and television episodes, including two episodes of Doctor Who, as well as scenes in Forest Gump and Thelma and Louise. We note that there are no established hiking trails along this route; however, there are plenty of back-country exploratory opportunities along this scenic drive.

We note that many employers in the market were impacted by the COVID-19 pandemic, which began in March 2020. Specifically, the associated restrictions and closure of nearby Navajo Tribal Parks resulted in a substantial decline in tourism to the region, which is the most significant source of demand for the county. However, per local and state guidelines, businesses were able to increase operating capacities to 75% beginning on April 5, 2022. Therefore, economic activity is expected to continue to experience a strong recovery. Moreover, market participants reported that Navajo Nation restrictions are expected to be lifted by the summer of 2022; thus, tourism to the region is anticipated to experience a more robust recovery this year. While most major developments are occurring in the northern portion of the county, near Moab, market participants noted that small developments, such as independent glamping properties, are in the early planning stages in the southern portion of the county, which are slated for completion by 2024.

## Visitor Statistics

As mentioned previously, San Juan County is surrounded by a number of national parks and recreation areas that welcome millions of people annually. The "Mighty Five" park loop is a key driver in the area and includes the Grand Canyon, Glen Canyon, and Lake Powell. Furthermore, many national monuments bring people to the immediate area. It should be noted that nearly all of the parks recorded a decline in visitation in 2013 and again in early 2019 because of the government shutdowns; however, several of the parks did remain open in 2019 through state funding. Additionally, a decline during the pandemic in 2020, followed by an increase to record levels in 2021, was reported for all national parks in the region.



The following tables illustrate the historical visitor statistics for pertinent parks located near the subject resort. For the Monument Valley Tribal Park, according to market participants, the visitation count for 2019 is not accurate and is substantially lower than what it should have been. In 2020, visitation data were only available through March. Since that time, visitation data have not been tracked.

**FIGURE 4-6 VISITOR STATISTICS**

<u>Gooseheads State Park</u>			<u>Monument Valley Tribal Park</u>		
Year	Visitation	Percent	Year	Visitation	Percent
2017	66,523	—	2017	449,875	—
2018	63,445	-4.6 %	2018	443,362	-1.4 %
2019	66,313	4.5	2019	307,805	-31.6
2020	25,256	-61.9	2020	17,249	-96.1
2021	49,385	95.5	2021	—	—
<i>Year-to-date Through February:</i>			<i>Year-to-date Through March:</i>		
2019	1,802	—	2019	25,877	—
2021	1,856	3.0 %	2021	—	—
2022	1,407	-24.2	2022	—	—

Source: Utah DNR State Parks

Source: Tribal Park Representatives



**FIGURE 4-7 VISITOR STATISTICS**

<u>Navajo National Monument</u>			<u>Natural Bridges NM</u>		
Year	Visitation	Percent Change	Year	Visitation	Percent Change
2007	69,445	—	2007	88,316	—
2008	74,143	6.8 %	2008	91,838	4.0 %
2009	77,901	5.1	2009	92,023	0.2
2010	90,696	16.4	2010	95,676	4.0
2011	87,388	-3.6	2011	91,184	-4.7
2012	58,219	-33.4	2012	89,011	-2.4
2013	54,168	-7.0	2013	82,330	-7.5
2014	65,778	21.4	2014	87,119	5.8
2015	71,370	8.5	2015	94,797	8.8
2016	65,705	-7.9	2016	101,843	7.4
2017	68,785	4.7	2017	107,443	5.5
2018	61,195	-11.0	2018	103,118	-4.0
2019	49,983	-27.3	2019	88,090	-18.0
2020	3,985	-93.5	2020	52,542	-49.0
2021	14,834	272.2	2021	73,484	39.9
Year-to-date Through March:			Year-to-date Through March:		
2019	4,793	—	2019	7,097	—
2021	—	—	2021	8,964	26.3 %
2022	5,218	—	2022	8,530	-4.8

Source: National Park Service

Source: National Park Service

**FIGURE 4-8 VISITOR STATISTICS**

<u>Hovenweep NM</u>			<u>Rainbow Bridge NM</u>		
Year	Visitation	Percent Change	Year	Visitation	Percent Change
2007	26,263	—	2007	81,607	—
2008	25,411	-3.2 %	2008	95,567	17.1 %
2009	27,855	9.6	2009	113,460	18.7
2010	27,386	-1.7	2010	104,501	-7.9
2011	25,858	-5.6	2011	92,311	-11.7
2012	26,710	3.3	2012	75,214	-18.5
2013	24,959	-6.6	2013	54,773	-27.2
2014	26,808	7.4	2014	62,910	14.9
2015	35,117	31.0	2015	77,270	22.8
2016	42,862	22.1	2016	86,369	11.8
2017	39,970	-6.7	2017	108,418	25.5
2018	40,579	1.5	2018	110,904	2.3
2019	35,399	-11.4	2019	115,108	6.2
2020	19,856	-51.1	2020	3,573	-96.8
2021	26,710	34.5	2021	3,290	-7.9
Year-to-date Through March:			Year-to-date Through March:		
2019	3,306	—	2019	4,044	—
2021	2,156	-34.8 %	2021	990	-75.5 %
2022	2,352	9.1	2022	—	—

Source: National Park Service

Source: National Park Service



**FIGURE 4-9 VISITOR STATISTICS**

<u>Canyon de Chelly NM</u>			<u>Grand Canyon NP</u>		
Year	Visitation	Percent Change	Year	Visitation	Percent Change
2007	825,320	—	2007	4,413,668	—
2008	835,860	1.3 %	2008	4,425,314	0.3 %
2009	826,425	-1.1	2009	4,348,068	-1.7
2010	827,247	0.1	2010	4,388,386	0.9
2011	828,145	0.1	2011	4,298,178	-2.1
2012	828,523	0.0	2012	4,421,352	2.9
2013	828,478	0.0	2013	4,564,840	3.2
2014	827,761	-0.1	2014	4,756,771	4.2
2015	813,686	-1.7	2015	5,520,736	16.1
2016	821,406	0.9	2016	5,969,811	8.1
2017	825,660	0.5	2017	6,254,238	4.8
2018	439,306	-46.8	2018	6,380,495	2.0
2019	460,757	-44.2	2019	5,974,411	-4.5
2020	76,752	-82.5	2020	2,897,098	-54.6
2021	184,191	140.0	2021	4,532,677	56.5
Year-to-date Through March:			Year-to-date Through March:		
2019	75,740	—	2019	889,334	—
2021	324	-99.6 %	2021	643,404	-27.7 %
2022	66,358	20380.9	2022	688,139	7.0

Source: National Park Service

Source: National Park Service

## Airport Traffic

Airport passenger counts are important indicators of lodging demand. Depending on the type of service provided by a particular airfield, a sizable percentage of arriving passengers may require hotel accommodations. Trends showing changes in passenger counts also reflect local business activity and the overall economic health of the area.

### Durango-La Plata County Airport (DRO)

The Durango-La Plata County Airport (DRO) serves southwestern Colorado, as well as the greater Four Corners area. The City of Durango and La Plata County own the airport, and its operations are overseen by the Airport Board of Commissioners. The airport, which opened in 1988, is served by American Airlines and United, which provide flights to/from Denver, Phoenix, and Dallas/Fort Worth. Seasonal routes are offered to Chicago (O'Hare), Los Angeles (LAX), and Houston (IAH). Additionally, in June 2021, Frontier Airlines began year-round nonstop service to Harry Reid International Airport (LAS) and Denver International Airport (DEN). With the addition of these services, DRO now offers six year-round, nonstop direct flights to major metropolitan markets. The economic impact of the airport and its surrounding facilities equated to \$35 billion in 2020.



The following table illustrates recent operating statistics for the Durango-La Plata County Airport, which is the primary airport facility serving the subject property's submarket.

**FIGURE 4-10 AIRPORT STATISTICS - DURANGO-LA PLATA COUNTY AIRPORT**

Year	Passenger Traffic	Percent Change*	Percent Change**
2012	371,595	—	—
2013	382,280	2.9 %	2.9 %
2014	385,561	0.9	1.9
2015	375,493	(2.6)	0.3
2016	372,937	(0.7)	0.1
2017	372,327	(0.2)	0.0
2018	378,876	1.8	0.3
2019	390,506	3.1	0.7
2020	197,886	(49.3)	(7.6)
2021	397,293	100.8	0.7
<i>Year-to-date, Apr</i>			
2021	80,753	—	—
2022	108,772	34.7 %	—

\*Annual average compounded percentage change from the previous year

\*\*Annual average compounded percentage change from first year of data

Source: Durango-La Plata County Airport

This facility recorded 397,293 passengers in 2021. The change in passenger traffic between 2020 and 2021 was 100.8 %. The average annual change during the period shown was 0.7 %. Following years of growth in passenger traffic, the most recent data illustrate a significant decline given the impact of the COVID-19 pandemic and the travel restrictions that were implemented. The number of passengers traveling through DRO started to decline significantly in March 2020, when government authorities restricted travel to certain critical businesses and purposes. However, year-end 2021 data illustrate that passenger traffic rebounded that year, a trend that has continued into 2022.

#### **Page Municipal Airport**

Page Municipal Airport is operated by the City of Page. The small airport terminal and two runways are situated on 536 acres on the eastern edge of town. The airport is served by Contour Airlines, offering service to/from Phoenix. While the limited



scheduled air access appears to present a challenge, a number of mitigating factors exist. Private and charter planes can land at Page Municipal Airport. Because of the natural beauty of the surrounding area, many visitors prefer to drive and take advantage of the scenery. Moreover, Phoenix and Las Vegas are both accessible within a four-and-one-half-hour's drive of Page.

According to area officials, passenger traffic levels at Page Municipal Airport have been volatile in recent years because of the varying service from the larger feeder cities and airlines. Reportedly, service was halted for part of 2018 and was then reinstated in August 2018. Given service by two airlines and strong demand, traffic rebounded somewhat in 2019. However, passenger volume declined in 2020 given the reduction in service to/from just Phoenix, having previously provided service to/from Las Vegas and Boulder City, Nevada, as well as the impact of the COVID-19 pandemic. Overall, passenger traffic at Page Municipal Airport is limited by the one or two daily flights on a 30-seat aircraft.

## Conclusion

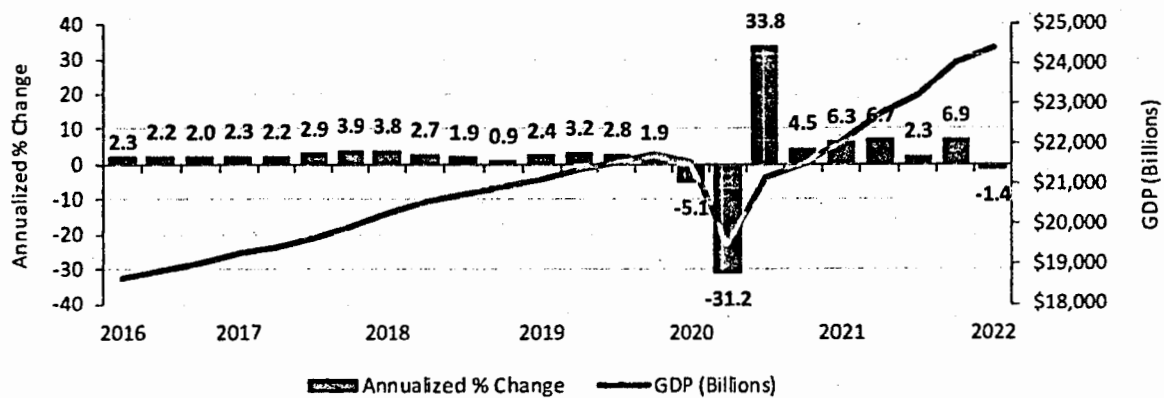
This section discussed a wide variety of economic indicators for the pertinent market area. Prior to the onset of the COVID-19 pandemic and the corresponding economic crisis, San Juan County was experiencing a period of economic strength and expansion, primarily led by the tourism industry. Our market interviews and research revealed that demand is recovering at a slower pace in the southern portion of the county, which includes significant amounts of Navajo Reserve Land. As a result, the COVID-19 pandemic continues to affect the southern portion of the county, resulting in decreased business activity, inclusive of the hospitality industry. Nevertheless, tourism travel began to return in 2021, and the Navajo Nation is expected to remove COVID-19-related restrictions by the summer of 2022. Thus, while the near-term outlook for the market is best described as cautiously optimistic at this time, the long-term outlook is more optimistic.

Our analysis of the outlook for this specific market also considers the broader context of the national economy. The U.S. economy expanded at an overall rate of 2.3% in 2019, a decline from the 2.9% level achieved in 2018. For the seven quarters leading up to 2020, GDP quarterly growth ranged between 1.3% and 2.9%, reflecting moderate economic expansion. The slowdown and impact of COVID-19 became more evident in the first quarter of 2020, when GDP declined by 5.0%. As shutdowns halted major components of the U.S. economy from mid-March through May, and partial, halting re-openings continued to dampen business activity, the U.S. economy contracted by an annualized rate of 31.2% in the second quarter, the largest such decline in U.S. history. The decline affected virtually every corner of the economy, with major decreases in personal consumption, exports, private inventory investment, residential and nonresidential fixed investment, and state and local government spending.





FIGURE 4-11 UNITED STATES GDP GROWTH RATE



Sources: tradingeconomics.com, Bureau of Economic Analysis

While shocking, the GDP decline during the second quarter of 2020 was offset by a significant rebound in economic activity in the third quarter of 2020, greatly moderating the overall impact for the year. The U.S. economy grew by 33.8% on an annualized basis in the third quarter, followed by more modest gains in the five quarters that followed through the end of 2021 (GDP surpassed the pre-pandemic peak by the first quarter of 2021). Most recently, GDP contracted 1.4% on an annualized basis given the trade deficit and a decline in inventory investment and government spending; despite the contraction, first-quarter 2022 GDP remained 12.0% above the 2019 peak. Moreover, consumer spending expanded slightly in the first quarter, which bodes well for the hospitality industry, and a return to modest overall economic growth is expected in the second quarter of 2022. Hotel investors remain bullish based on factors such as a rebound in travel demand, rising hotel performance levels, and opportunities to generate significant returns as the industry recovers.



## 5. Supply and Demand Analysis

In the lodging industry, supply is measured by the number of guestrooms available, and demand is measured by the number of rooms occupied; the net effect of supply and demand toward equilibrium results in a prevailing price, or average daily rate (ADR). The purpose of this section is to investigate current supply and demand trends as indicated by the current competitive market, resulting in a forecast of market-wide occupancy.

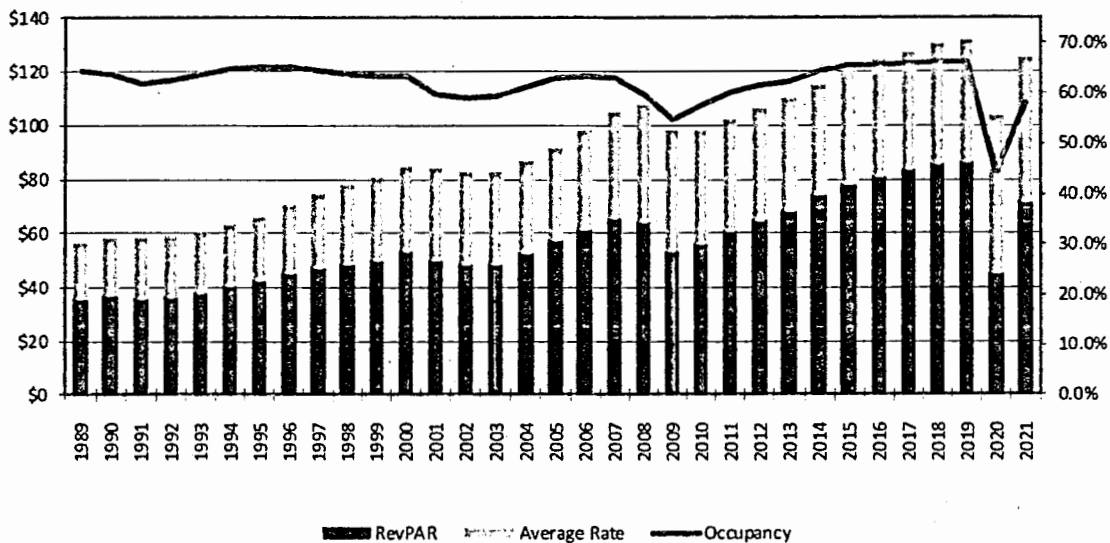
### National Trends Overview

The subject property and local lodging market are most directly affected by the supply and demand trends within the immediate area. However, individual markets are also influenced by conditions in the national lodging market. We have reviewed national lodging trends to provide a context for the forecast of the supply and demand for the subject property's competitive set.

STR is an independent research firm that compiles data on the lodging industry, and this information is routinely used by typical hotel buyers. The following STR diagram presents annual hotel occupancy, average daily rate (ADR), and rooms revenue per available room (RevPAR) data since 1989. RevPAR is calculated by multiplying occupancy by average rate and provides an indication of how well rooms revenue is being maximized.



**FIGURE 5-1 NATIONAL OCCUPANCY, AVERAGE RATE, AND REVPAR TRENDS**



Source: STR

The preceding chart illustrates the impact of the recessions of the early 1990s, 2000s, the financial crisis of 2008/09, and the recent pandemic on the U.S. lodging industry. In each case, the downturn caused lodging demand to drop, resulting in an occupancy decline. The aggregate average rate (ADR) also fell, as hoteliers used price as a marketing tool to attract demand and support occupancy levels. As occupancy recovered, ADR growth resumed, although the ADR recovery lagged somewhat behind occupancy levels, as price discounts contributed to the initial recovery of demand. Following the financial crisis of the Great Recession, occupancy fell by over eight points, and ADR declined by 5.9%, resulting in an 18.3% decrease in RevPAR. The market recovered steadily thereafter, with occupancy surpassing the 65.0% mark in 2015, and average rates also consistently growing, albeit at a decelerating pace.

FIGURE 5-2 NATIONAL OCCUPANCY AND ADR TRENDS: 2019, 2020, 2021

	Occupancy				Average Rate				RevPAR				Percent Change			
	2019	2020	% Change	2021	2019	2020	% Change	2021	2019	2020	% Change	2021	% Change	2020	% Change	2021
United States	66.0 %	44.0 %	(33.3) %	57.7 %	\$131.23	\$103.25	(21.3) %	\$124.68	\$86.64	\$45.48	(47.5) %	\$71.88	58.2 %	5.2 %	37.8 %	
Region																
New England	64.7 %	38.8 %	(40.1) %	55.7 %	\$161.08	\$123.17	(23.5) %	\$156.04	\$104.25	\$47.77	(54.2) %	\$86.93	81.6 %	5.6 %	52.5 %	
Middle Atlantic	69.0	41.3	(40.1)	55.4	166.27	115.26	(30.7)	143.60	114.81	47.65	(58.5)	79.52	66.4	4.8	40.6	
South Atlantic	67.5	45.7	(32.2)	59.9	128.41	107.99	(15.9)	130.29	86.68	49.40	(43.0)	78.08	58.3	6.2	39.3	
E. North Central	61.1	39.1	(36.0)	52.4	112.64	86.72	(23.0)	105.15	68.82	33.93	(50.7)	55.11	61.9	4.5	40.2	
E. South Central	62.4	45.7	(26.8)	59.5	103.58	85.74	(17.2)	104.49	64.61	39.18	(39.4)	62.21	59.0	3.1	34.6	
W. North Central	58.3	39.1	(32.9)	51.1	99.28	83.65	(15.7)	97.01	57.88	32.72	(43.5)	49.58	51.7	2.4	34.3	
W. South Central	62.6	44.9	(28.2)	58.2	101.84	82.88	(18.6)	95.84	63.77	37.25	(41.6)	55.73	50.1	3.4	34.0	
Mountain	66.9	46.7	(30.1)	59.6	121.89	105.70	(13.3)	124.82	81.54	49.39	(39.4)	74.44	51.9	6.3	36.3	
Pacific	73.6	47.1	(36.0)	60.3	171.40	129.57	(24.4)	157.57	126.16	61.01	(51.6)	94.97	55.8	7.2	36.8	
Class																
Luxury	70.9 %	36.8 %	(48.1) %	52.3 %	\$304.11	\$285.78	(6.0) %	\$342.63	\$215.73	\$105.29	(51.2) %	\$179.24	70.0 %	18.3 %	68.0 %	
Upper-Upscale	72.6	34.8	(52.1)	49.8	188.24	159.14	(15.5)	179.35	136.67	55.30	(59.5)	89.39	61.5	13.3	62.5	
Upscale	71.5	42.8	(40.1)	59.3	143.60	117.80	(18.0)	133.72	102.68	50.45	(50.9)	79.35	57.4	7.1	48.6	
Upper-Midscale	67.5	45.3	(32.9)	61.1	115.91	98.80	(14.8)	114.82	78.20	44.72	(42.8)	70.20	56.8	4.2	40.7	
Midscale	59.5	44.4	(25.4)	57.0	95.82	84.47	(11.8)	99.25	57.03	37.52	(34.2)	56.59	51.8	2.5	32.0	
Economy	59.4	49.2	(17.1)	58.8	75.50	65.45	(13.3)	77.94	44.83	32.30	(28.2)	45.83	41.8	0.0	20.0	
Location																
Urban	73.2 %	37.9 %	(48.2) %	51.8 %	\$183.20	\$127.80	(30.2) %	\$153.22	\$134.12	\$48.47	(63.9) %	\$79.30	63.3 %	9.9 %	49.4 %	
Suburban	66.7	46.4	(30.4)	60.0	111.26	88.81	(20.2)	104.76	74.24	41.24	(44.4)	62.88	52.5	3.5	33.9	
Airport	73.7	44.5	(39.6)	60.5	119.22	93.71	(21.4)	104.53	87.85	41.72	(52.5)	63.20	51.3	2.8	39.5	
Interstate	57.9	44.8	(22.7)	57.8	87.86	79.05	(10.0)	92.05	50.85	35.39	(30.4)	53.22	50.9	2.0	32.1	
Resort	70.0	42.9	(38.6)	57.9	182.74	170.36	(6.8)	208.73	127.85	73.13	(42.8)	120.93	65.7	14.3	54.7	
Small Town	57.8	44.4	(23.1)	57.0	107.26	96.95	(9.6)	116.63	61.98	43.07	(30.5)	66.43	54.8	2.0	31.6	
Chain Scale																
Luxury	73.8 %	32.0 %	(56.7) %	47.8 %	\$343.02	\$329.54	(3.9) %	\$383.64	\$253.17	\$105.40	(58.4) %	\$183.44	73.8 %	23.2 %	84.3 %	
Upper-Upscale	73.9	33.4	(54.8)	48.7	189.25	158.86	(16.1)	175.87	139.80	53.10	(62.0)	85.69	61.3	14.7	67.0	
Upscale	72.6	43.0	(40.7)	59.7	142.38	115.11	(19.2)	128.58	103.32	49.52	(52.1)	76.75	55.1	6.8	48.4	
Upper-Midscale	67.5	45.4	(32.7)	61.6	112.80	96.04	(14.9)	111.18	76.14	43.61	(42.7)	68.53	57.3	4.2	41.6	
Midscale	58.1	44.2	(23.8)	56.6	86.61	77.29	(10.8)	89.42	50.30	34.19	(32.0)	50.61	48.2	1.5	30.1	
Economy	58.7	50.9	(13.2)	59.7	63.70	58.21	(8.6)	66.80	37.36	29.64	(20.7)	39.89	35.0	(1.3)	16.0	
Independents	63.5	44.8	(29.5)	57.2	133.08	110.74	(16.8)	137.78	84.44	49.56	(41.3)	78.87	60.0	4.6	34.1	

Source: STR - December 2020 and December 2021 Lodging Reviews



The onset of the COVID-19 pandemic in March 2020 had a severe impact on the lodging industry, causing occupancy, ADR, and RevPAR to decline by unprecedented levels. The impact on the national lodging industry peaked mid-April; for the week ending April 11, 2020, STR reported that national RevPAR was 83.6% lower than the level recorded for the same week in 2019. By the conclusion of 2020, occupancy had declined 22 points, with ADR decreasing by roughly \$28.00, resulting in a RevPAR loss of 48.0% (rounded). The sharp downturn in travel caused by COVID-19 continued into early 2021, as the months of January and February 2020 were not notably affected by the pandemic.

Since the 2020 onset of the pandemic, hotels that derive a significant component of their demand from the larger group and convention segment have been hit the hardest, followed by properties in markets with a high proportion of business and international travel. For this reason, the major metropolitan areas reported deep RevPAR declines through the first half of 2021. Hotels in locations that depend primarily on automobile traffic have fared better (including drive-to leisure destinations), and the extended-stay category has also outperformed the national average, fueling the illustrated 2021 recovery. Gaining traction in the summer of 2021, group demand showed signs of recovery, albeit at a slower pace. Accordingly, by the end of 2021, nationwide occupancy had rebounded to nearly 58.0%, with ADR reaching roughly \$125, representing a RevPAR gain of 58.0% (rounded).

Vaccine boosters are now widely available, and although COVID cases related to the Omicron variant increased in December 2021 and January 2022, the most recent infections are reportedly diminishing in severity. More corporations and institutions are beginning to return to office spaces, at least in some capacity. Furthermore, group travel is expected to recover as participants feel increasingly comfortable gathering in larger numbers. Accordingly, hotel owners, operators, and investors generally anticipate the hospitality sector to recover at an accelerating pace, as vaccines, medical therapies, and public confidence support a return of travel. The overall economic upswing is expected to continue through 2022, with national RevPAR anticipated to exceed the level achieved in 2019 by the end of this year.

**FIGURE 5-3 RECENT NATIONAL OCCUPANCY AND ADR TRENDS**

	Occupancy - YTD March			Average Rate - YTD March			RevPAR - YTD March			Percent Change	
	2021	2022	% Change	2021	2022	% Change	2021	2022	% Change	Rms. Avail.	Rms. Sold
United States	46.2 %	56.2 %	21.6 %	\$99.73	\$137.13	37.5 %	\$46.07	\$77.06	67.2 %	4.0 %	26.4 %
Region											
New England	38.4 %	51.3 %	33.5 %	\$100.00	\$136.61	36.6 %	\$38.41	\$70.08	82.4 %	4.7 %	39.8 %
Middle Atlantic	39.8	49.6	24.5	102.00	138.20	35.5	40.61	68.52	68.7	9.7	36.6
South Atlantic	51.3	61.3	19.3	114.10	154.63	35.5	58.58	94.73	61.7	4.0	24.1
E. North Central	38.7	47.4	22.5	81.64	103.99	27.4	31.58	49.27	56.0	4.4	27.9
E. South Central	48.4	56.1	16.0	82.86	106.59	28.6	40.09	59.81	49.2	2.3	18.7
W. North Central	38.0	45.7	20.2	80.51	97.62	21.3	30.62	44.61	45.7	1.0	21.4
W. South Central	50.8	58.4	14.8	80.28	107.14	33.5	40.82	62.54	53.2	1.8	16.9
Mountain	48.2	59.7	23.7	106.18	149.44	40.7	51.21	89.17	74.1	2.0	26.1
Pacific	46.4	60.4	30.3	115.63	172.64	49.3	53.64	104.32	94.5	5.9	37.9
Class											
Luxury	36.2 %	54.3 %	49.9 %	\$297.15	\$375.86	26.5 %	\$107.64	\$204.10	89.6 %	10.5 %	65.7 %
Upper-Upscale	34.5	53.2	54.0	142.55	196.53	37.9	49.25	104.59	112.4	11.4	71.5
Upscale	47.2	59.6	26.4	107.14	143.06	33.5	50.55	85.33	68.8	5.5	33.4
Upper-Midscale	49.7	59.0	18.7	92.67	118.79	28.2	46.06	70.09	52.2	3.4	22.7
Midscale	45.9	53.1	15.6	80.83	99.86	23.5	37.11	53.02	42.9	0.6	16.4
Economy	50.8	54.5	7.4	63.62	77.11	21.2	32.31	42.06	30.2	(0.6)	6.8
Location											
Urban	38.3 %	52.5 %	37.0 %	\$111.21	\$165.73	49.0 %	\$42.60	\$86.97	104.2 %	12.3 %	53.9 %
Suburban	49.6	58.3	17.5	83.94	112.57	34.1	41.65	65.66	57.6	2.2	20.1
Airport	49.2	63.4	28.8	86.40	119.93	38.8	42.53	76.05	78.8	2.1	31.5
Interstate	46.8	53.0	13.4	78.18	92.92	18.9	36.58	49.29	34.8	1.1	14.6
Resort	44.4	61.7	38.9	184.42	250.38	35.8	81.85	154.38	88.6	6.8	48.4
Small Town	45.8	51.4	12.2	93.39	112.81	20.8	42.77	57.95	35.5	1.1	13.5
Chain Scale											
Luxury	30.8 %	54.0 %	75.5 %	\$375.84	\$454.65	21.0 %	\$115.66	\$245.52	112.3 %	13.8 %	99.6 %
Upper-Upscale	32.7	53.2	62.6	142.67	199.36	39.7	46.67	106.04	127.2	12.4	82.7
Upscale	47.7	60.3	26.5	104.35	139.93	34.1	49.73	84.39	69.7	5.8	33.9
Upper-Midscale	50.1	59.4	18.6	90.78	115.58	27.3	45.50	68.70	51.0	3.9	23.3
Midscale	45.7	52.3	14.3	74.82	90.40	20.8	34.21	47.27	38.2	0.2	14.5
Economy	52.4	55.5	5.9	57.62	67.61	17.3	30.18	37.52	24.3	(2.2)	3.6
Independents	45.9	54.2	18.1	109.54	146.82	34.0	50.30	79.64	58.3	3.1	21.8

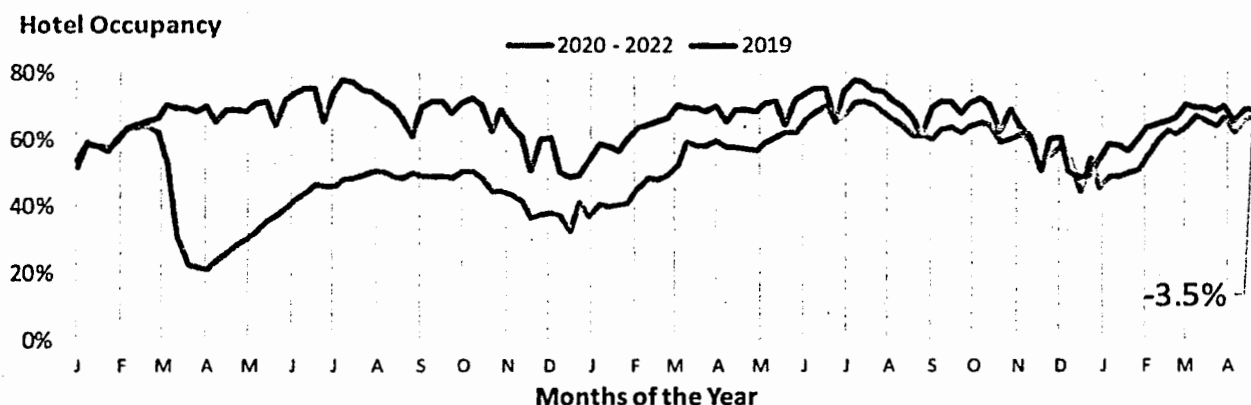
Source: STR - March 2022 Lodging Review

To further understand the nature and degree of the impact of the pandemic thus far, we have reviewed the following weekly data for the U.S. lodging industry, as published by STR. The data reflect that nationwide occupancy is still lagging the 2019 levels, due primarily to group demand being significantly lower than pre-

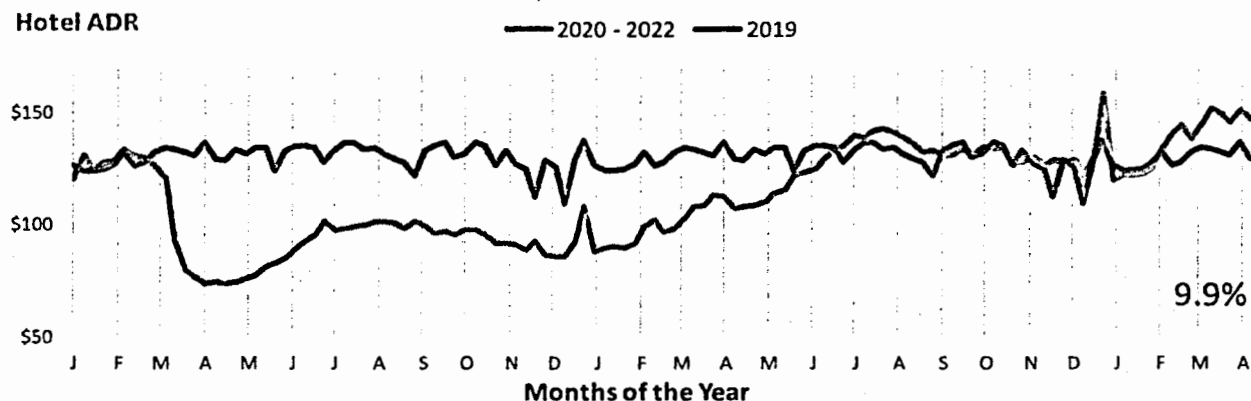


pandemic levels; moreover, the Omicron variant caused some pullback in business and group travel in early January 2022. However, demand and occupancy rebounded shortly thereafter, with ADR levels now in the \$140 to \$150 range as of April 2022. Accordingly, ADR has essentially fully recovered and is expected to move well beyond the 2019 level as 2022 progresses, due in large part to higher-rated leisure demand.

**FIGURE 5-4 NATIONAL OCCUPANCY TRENDS – WEEKLY DATA**

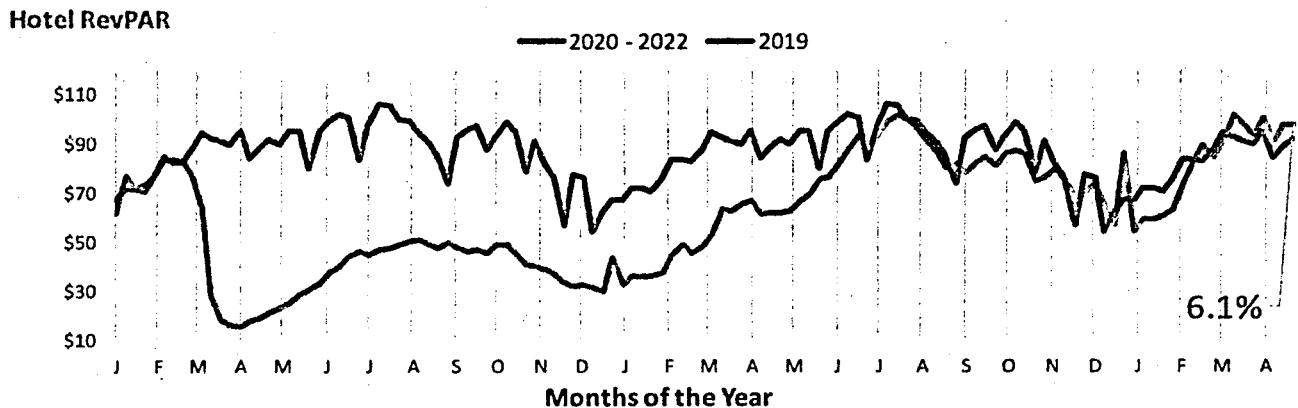


**FIGURE 5-5 NATIONAL ADR TRENDS – WEEKLY DATA**





**FIGURE 5-6 NATIONAL REVPAR TRENDS – WEEKLY DATA**



#### Calendar Year 2020

The severe disruption to the hospitality industry in 2020 and early 2021 is recognized by market participants as an anomaly. While it is important to understand how the hospitality industry, inclusive of individual markets and hotels, was affected by the pandemic, performance data from this period do not provide a reasonable basis for forecasting demand, occupancy, and ADR. Our interviews with market participants, including major brands, management companies, and investors, confirmed this opinion. The industry generally recognizes 2019 as representative of normalized performance levels, with recovery from the pandemic measured in terms of a rebound to those pre-pandemic benchmarks. The severe impact of the pandemic forced many hotels to suspend operations and/or limit available inventory to minimize expenses; as a result, the individual competitive performance estimates from 2020 were not relied upon in our analysis. Therefore, our analysis related to the subject hotel and the competitive market focuses on the 2019 and 2021 annual performance data, as well as the trajectory of recovery.

#### Definition of Subject Hotel Market

The area surrounding the subject resort property contains a variety of lodging options including traditional hotels, RV parks and campgrounds, and Airbnb units, among others. However, the available rooms are limited, and the properties that report to STR equate to only six in the nearby area, excluding the larger markets of Page and Moab. As such, we have ordered an STR trend that includes all six reporting properties despite differences in location, price point, product, and service level. These data illustrate trends related to the overall market but may not directly represent competitors of the subject resort. We have included additional properties that are competitors but do not report to STR in our market analysis. Furthermore, we have researched upscale resorts in the western United States that





## Historical Supply and Demand Data

would operate at a price point and service level similar to that expected of the proposed upscale resort (to be built as part of the subject property).

As noted previously, STR is an independent research firm that compiles and publishes data on the lodging industry, routinely used by typical hotel buyers. HVS has ordered and analyzed an STR Trend Report of historical supply and demand data for the subject property and its competitors. This information is presented in the following table, along with the market-wide occupancy, average rate, and rooms revenue per available room (RevPAR). RevPAR is calculated by multiplying occupancy by average rate and provides an indication of how well rooms revenue is being maximized.

In response to the travel restrictions and the decline in demand associated with the COVID-19 pandemic, numerous hotels in markets across the nation temporarily suspended operations. During these suspensions, hotels were typically closed to the public, with the majority of staff furloughed; however, key management and maintenance staff were retained to preserve the property and prepare for reopening. No hotels in the competitive submarket suspended operations because of the COVID-19 pandemic.

FIGURE 5-7 HISTORICAL SUPPLY AND DEMAND TRENDS (STR)

Year	Average Daily Room Count	Available Room Nights	Occupied Room Nights	Change	Occupancy	Average Rate	Change	RevPAR	Change
2014	536	195,640	112,278	—	57.4 %	\$107.94	—	\$61.95	—
2015	536	195,640	113,979	1.5 %	58.3	109.44	1.4 %	63.76	2.9 %
2016	536	195,640	106,259	(6.8)	54.3	111.31	1.7	60.46	(5.2)
2017	536	195,640	99,476	(6.4)	50.8	114.20	2.6	58.07	(4.0)
2018	536	195,640	103,174	3.7	52.7	111.54	(2.3)	58.82	1.3
2019	536	195,640	101,976	(1.2)	52.1	111.80	0.2	58.28	(0.9)
2020	536	195,640	56,203	(44.9)	28.7	85.88	(23.2)	24.67	(57.7)
2021	536	195,640	68,031	21.0	34.8	105.75	23.1	36.77	49.0
2021/22	536	195,640	66,617	(2.1)	34.1	106.98	1.2	36.43	(0.9)
<b>Year-to-Date Through February</b>									
2021	536	31,624	9,327	—	29.5 %	\$81.51	—	\$24.04	—
2022	536	31,624	7,913	(15.2) %	25.0	87.52	7.4 %	21.90	(8.9) %
Average Annual Compounded Change:									
2014 – 2019				(1.9) %			0.7 %		(1.2) %
2014 – 2020				(10.9)			(3.7)		(14.2)
<b>Hotels Included in Sample</b>									
				Class	Competitive Status	Rooms Open	Room Inventory	Year Affiliated	Year Opened
Best Western Canyon De Chelly Inn				Midscale Class	Secondary	104	104	May 1995	Jun 1966
Kayenta Monument Valley Inn				Upper Midscale Class	Primary	160	160	Jan 2011	Jul 1969
Rodeway Inn & Suites Blanding				Economy Class	Secondary	51	51	Feb 2016	Sep 1992
Holiday Inn Canyon De Chelly Chinle				Upper Midscale Class	Secondary	108	108	Oct 1992	Oct 1992
Rodeway Inn & Suites Monticello				Economy Class	Secondary	40	40	Dec 2006	May 1996
Hampton by Hilton Inn Kayenta				Upper Midscale Class	Primary	73	73	Jul 1999	Jul 1999
<b>Total</b>						<b>536</b>	<b>536</b>		

Source: STR

**FIGURE 5-8 HISTORICAL SUPPLY AND DEMAND TRENDS (MONTHLY)**

Month	2019				2020				Percent Change 2019 to 2020				2021				Percent Change 2020 to 2021			
	OCC	ADR	RevPAR	OCC	ADR	RevPAR	Demand	Supply	ADR	RevPAR	OCC	ADR	RevPAR	OCC	ADR	RevPAR	Demand	Supply	ADR	RevPAR
January	26.0 %	\$79.93	\$20.78	21.5 %	\$80.78	\$17.40	-17.2 %	0.0 %	1.1 %	-16.3 %	31.2 %	\$78.05	\$24.35	44.8 %	0.0 %	-3.4 %	44.8 %	0.0 %	-3.4 %	40.0 %
February	26.8	81.21	21.79	27.5	79.08	21.77	2.6	0.0	-2.6	-0.1	27.6	85.82	23.69	0.3	0.0	8.5	0.3	0.0	8.5	8.8
March	43.3	90.42	39.12	28.6	82.17	23.48	-34.0	0.0	-9.1	-40.0	32.2	90.75	29.23	12.7	0.0	10.4	12.7	0.0	10.4	24.5
April	53.7	104.99	56.89	14.7	75.75	11.12	-77.0	0.0	-27.9	-83.4	34.3	103.21	35.35	133.4	0.0	36.3	133.4	0.0	36.3	218.0
May	73.6	120.38	88.58	28.6	81.46	23.30	-61.1	0.0	-32.3	-73.7	35.0	115.60	40.46	22.4	0.0	41.9	22.4	0.0	41.9	73.7
June	64.4	118.57	76.37	32.1	91.75	29.46	-50.1	0.0	-22.6	-61.4	36.5	120.12	43.85	13.7	0.0	30.9	13.7	0.0	30.9	48.9
July	61.1	126.35	77.19	25.1	90.57	22.71	-59.0	0.0	-28.3	-70.6	33.6	124.51	41.88	34.2	0.0	37.5	34.2	0.0	37.5	84.4
August	63.6	141.61	90.12	22.3	92.86	20.75	-64.9	0.0	-34.4	-77.0	28.7	120.62	34.57	28.3	0.0	29.9	28.3	0.0	29.9	66.6
September	72.2	128.58	92.77	31.4	97.48	30.62	-56.5	0.0	-24.2	-67.0	45.7	119.32	54.52	45.5	0.0	22.4	45.5	0.0	22.4	78.1
October	64.9	109.81	71.27	39.7	86.35	34.25	-38.9	0.0	-21.4	-51.9	45.4	113.99	51.76	14.5	0.0	32.0	14.5	0.0	32.0	51.1
November	35.4	80.51	28.47	37.2	86.90	32.32	5.2	0.0	7.9	13.6	36.2	92.77	33.55	-2.8	0.0	6.8	-2.8	0.0	6.8	3.8
December	29.0	80.88	23.44	35.9	80.06	28.76	23.9	0.0	-1.0	22.7	30.7	89.37	27.41	-14.6	0.0	11.6	-14.6	0.0	11.6	-4.7
Annual	52.1 %	\$111.80	\$58.28	28.7 %	\$85.88	\$24.67	-44.9 %	0.0 %	-23.2 %	-57.7 %	34.8 %	\$105.75	\$36.77	21.0 %	0.0 %	23.1 %	21.0 %	0.0 %	23.1 %	49.0 %

Source: STR



It is important to note some limitations of the STR data. Hotels are occasionally added to or removed from the sample; furthermore, not every property reports data in a consistent and timely manner. These factors can influence the overall quality of the information by skewing the results, and these inconsistencies may also cause the STR data to differ from the results of our competitive survey. Nonetheless, STR data provide the best indication of aggregate growth or decline in existing supply and demand; thus, these trends have been considered in our analysis. Opening dates, as available, are presented for each reporting hotel in the previous table.

The STR data for the competitive set reflect a market-wide occupancy level of 34.8% in 2021, which compares to 28.7% for 2020. The STR data for the competitive set reflect a market-wide ADR level of \$105.75 in 2021, which compares to \$85.88 for 2020. These occupancy and ADR trends resulted in a RevPAR level of \$36.77 in 2021.

During the illustrated historical period, occupancy declined from a peak of roughly 58.0% in 2015 to below 51.0% in 2017, while ADR increased through 2017. However, RevPAR declined from 2016 through 2019, aside from a modest recovery in 2018. The decline was likely due to the condition of the properties, increasing supply outside the competitive set (including villas at the subject property), and fluctuations in visitation at Monument Valley and the surrounding parks/attractions. Despite this, RevPAR bracketed the \$60 mark from 2014 through 2019. In March 2020, the COVID-19 pandemic began to affect the local market, especially given stricter restrictions imposed by the Navajo Nation on the region, closure of many attractions, and reliance on tourism. Overall, occupancy declined notably in 2020, while ADR losses equated to \$26.00 (rounded) on an annual basis. General improvement has been registered since the low point reached in April 2020; however, occupancy fluctuated based on restrictions and increases in COVID-19 cases.

Year-to-date 2021 data illustrate an improvement in occupancy and a roughly \$20 gain in ADR. The popularity of outdoor destinations, especially the "Mighty 5" national parks, has bolstered demand in the area, despite limited international demand, restrictions on tours, and the continued closure of many nearby attractions and supporting facilities throughout the year. Year-to-date ADR continued to improve, while occupancy declined slightly given a normalization of demand during the first two months. While the pandemic will continue to affect tourism to some degree in the near term, particularly as new variants arise, the overall outlook is optimistic given the dynamics of this market.

#### Seasonality

Seasonality trends are presented in the following tables.



**FIGURE 5-9 SEASONALITY**

	2015	2016	2017	2018	2019	2020	2021
<b>High Season - May, June, July, August, September, October</b>							
Occupancy	77.8 %	71.4 %	68.0 %	68.4 %	66.6 %	29.8 %	37.4 %
Average Rate	\$119.96	\$121.39	\$123.68	\$122.43	\$124.15	\$89.84	\$118.73
RevPAR	93.34	86.65	84.06	83.69	82.70	26.81	44.46
<b>Shoulder Season - March, April</b>							
Occupancy	54.0 %	53.8 %	48.9 %	52.3 %	53.3 %	21.7 %	33.2 %
Average Rate	\$93.83	\$97.85	\$101.86	\$98.80	\$98.98	\$80.04	\$97.07
RevPAR	50.69	52.65	49.85	51.62	52.78	17.40	32.24
<b>Low Season - January, February, November, December</b>							
Occupancy	30.4 %	28.4 %	25.6 %	29.0 %	29.3 %	30.6 %	31.5 %
Average Rate	\$82.28	\$85.46	\$87.58	\$83.89	\$80.62	\$82.07	\$86.72
RevPAR	25.04	24.28	22.39	24.35	23.62	25.08	27.29

Source: STR

The illustrated occupancy and ADR patterns reflect important seasonal characteristics. We have reviewed these trends in developing our forthcoming forecast of market-wide demand and average rate. The market area is highly seasonal in nature, with occupancy levels typically nearing or exceeding 60.0% from May through October when visitation to the area attraction is the highest and the weather is favorable. Although demand is somewhat limited by the climate, school schedules, and other demand factors during March and April, demand typically remains in the 40s to 50s. However, demand drops significantly in the winter months (November through February), as the climate and limited visitors to the regional attractions is at a low; thus, occupancy remains in the 20s to 30s during this time, with ADR also declining. In more established tourism destinations, such as Page and Moab, as well as at area resorts, seasonality is less pronounced; sellout periods during the peak late spring and fall months have pushed demand into the shoulder and low seasons, supporting higher rates during those months, as well.

#### Patterns of Demand

A review of the trends in occupancy and average rate by day of the week provides some insight into the impact that the current economic conditions have had on the competitive lodging market. The data, as provided by STR, are illustrated in the following tables.



**FIGURE 5-10 OCCUPANCY BY DAY OF WEEK (TRAILING 12 MONTHS)**

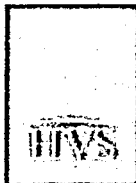
Month	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Month
Mar - 21	23.6 %	33.8 %	36.9 %	36.6 %	33.1 %	29.4 %	29.4 %	32.2 %
Apr - 21	24.0	36.8	40.4	38.7	36.8	31.2	32.1	34.3
May - 21	28.7	37.4	40.6	39.1	33.2	33.2	34.0	35.0
Jun - 21	24.6	41.4	40.7	39.2	40.6	33.8	33.4	36.5
Jul - 21	23.4	33.6	39.4	41.8	34.1	32.0	31.9	33.6
Aug - 21	19.1	32.9	36.5	36.6	29.6	23.2	22.1	28.7
Sep - 21	32.5	46.6	57.8	53.0	48.8	39.3	39.2	45.7
Oct - 21	33.7	52.2	56.6	52.5	47.5	42.3	38.4	45.4
Nov - 21	24.6	40.6	44.3	40.6	34.7	34.1	31.2	36.2
Dec - 21	24.5	37.0	41.4	35.6	28.0	24.2	25.1	30.7
Jan - 22	18.6	27.8	31.4	29.3	22.2	17.9	18.7	23.5
Feb - 22	20.1	29.0	31.4	31.2	27.6	25.8	21.8	26.7
Average	24.8 %	37.2 %	41.3 %	39.6 %	34.9 %	30.7 %	29.9 %	34.1 %

Source: STR

**FIGURE 5-11 AVERAGE RATE BY DAY OF WEEK (TRAILING 12 MONTHS)**

Month	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Month
Mar - 21	\$89.69	\$91.73	\$90.12	\$91.10	\$90.32	\$90.78	\$91.05	\$90.75
Apr - 21	101.73	104.94	103.00	104.09	102.94	103.12	102.05	103.21
May - 21	116.73	117.05	116.61	111.77	110.78	117.43	117.95	115.60
Jun - 21	120.08	121.74	120.34	120.99	118.97	118.45	119.60	120.12
Jul - 21	124.60	125.54	123.59	121.54	129.60	123.29	123.42	124.51
Aug - 21	122.66	118.96	120.50	121.62	121.52	118.54	121.06	120.62
Sep - 21	121.22	119.95	116.56	116.55	120.17	121.22	122.51	119.32
Oct - 21	114.88	117.34	113.32	110.14	112.33	114.80	115.31	113.99
Nov - 21	94.84	94.36	92.97	92.08	89.49	93.86	91.57	92.77
Dec - 21	90.08	89.06	92.12	91.75	86.35	86.71	87.78	89.37
Jan - 22	89.47	90.00	89.54	89.03	87.03	85.68	85.95	88.39
Feb - 22	90.86	87.76	87.07	86.18	85.50	85.77	83.98	86.66
Average	\$107.85	\$107.33	\$106.52	\$106.06	\$106.90	\$107.01	\$107.70	\$106.98

Source: STR



**FIGURE 5-12 OCCUPANCY, AVERAGE RATE, AND REVPAR BY DAY OF WEEK (MULTIPLE YEARS)**

<u>Occupancy (%)</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Total Year</u>
Mar 19 - Feb 20	40.3 %	54.2 %	57.2 %	57.6 %	54.0 %	50.8 %	48.6 %	51.8 %
Mar 20 - Feb 21	24.1	32.9	34.3	33.9	30.8	25.8	25.2	29.6
Mar 21 - Feb 22	24.8	37.2	41.3	39.6	34.9	30.7	29.9	34.1
<u>Change (Occupancy Points)</u>								
FY 19 - FY 20	(16.2)	(21.3)	(22.9)	(23.7)	(23.2)	(25.0)	(23.4)	(22.2)
FY 20 - FY 21	0.7	4.3	7.0	5.7	4.1	4.9	4.7	4.5
<u>ADR (\$)</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Total Year</u>
Mar 19 - Feb 20	\$114.75	\$112.14	\$111.10	\$110.79	\$111.84	\$111.26	\$112.61	\$111.95
Mar 20 - Feb 21	83.57	88.17	87.40	88.00	87.03	82.13	83.45	85.98
Mar 21 - Feb 22	107.85	107.33	106.52	106.06	106.90	107.01	107.70	106.98
<u>Change (Dollars)</u>								
FY 19 - FY 20	(\$31.18)	(\$23.97)	(\$23.70)	(\$22.79)	(\$24.82)	(\$29.13)	(\$29.16)	(\$25.97)
FY 20 - FY 21	24.28	19.16	19.11	18.06	19.88	24.88	24.25	21.00
<u>Change (Percent)</u>								
FY 19 - FY 20	(27.2) %	(21.4) %	(21.3) %	(20.6) %	(22.2) %	(26.2) %	(25.9) %	(23.2) %
FY 20 - FY 21	29.1	21.7	21.9	20.5	22.8	30.3	29.1	24.4
<u>RevPAR (\$)</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Total Year</u>
Mar 19 - Feb 20	\$46.21	\$60.79	\$63.53	\$63.81	\$60.41	\$56.57	\$54.68	\$57.99
Mar 20 - Feb 21	20.12	29.00	29.97	29.87	26.79	21.19	21.03	25.41
Mar 21 - Feb 22	26.74	39.88	44.01	42.04	37.26	32.84	32.15	36.43
<u>Change (Dollars)</u>								
FY 19 - FY 20	(\$26.08)	(\$31.79)	(\$33.56)	(\$33.94)	(\$33.62)	(\$35.38)	(\$33.65)	(\$32.58)
FY 20 - FY 21	6.62	10.88	14.04	12.17	10.47	11.65	11.13	11.02
<u>Change (Percent)</u>								
FY 19 - FY 20	(56.5) %	(52.3) %	(52.8) %	(53.2) %	(55.7) %	(62.5) %	(61.5) %	(56.2) %
FY 20 - FY 21	32.9	37.5	46.8	40.8	39.1	55.0	52.9	43.4

Source: STR

## SUPPLY

Based on an evaluation of the occupancy, rate structure, market orientation, chain affiliation, location, facilities, amenities, reputation, and quality of each area hotel, as well as the comments of management representatives, we have identified several properties that are considered primarily competitive with the subject property. If applicable, additional lodging facilities may be judged only secondarily competitive;



although the facilities, rate structures, or market orientations of these hotels prevent their inclusion among the primary competitive supply, they do compete with the subject property to some extent.

#### **Primary Competitors**

The following table summarizes the important operating characteristics of the primary competitors and the aggregate secondary competitors (as applicable). This information was compiled from personal interviews, inspections, online resources, and our in-house database of operating and hotel facility data. In cases where exact operating data for an individual property (or properties) were not available, we have used these resources, as well as the STR data, to estimate positioning within the market. As noted previously, the 2020 operating performance of each hotel was not considered given the suspension of operations, as applicable, and/or the significant impact of the pandemic on the lodging industry. The subject property data excludes all units at the RV park and campground given how data was reported from the current ownership.



FIGURE 5-13 PRIMARY COMPETITORS – OPERATING PERFORMANCE

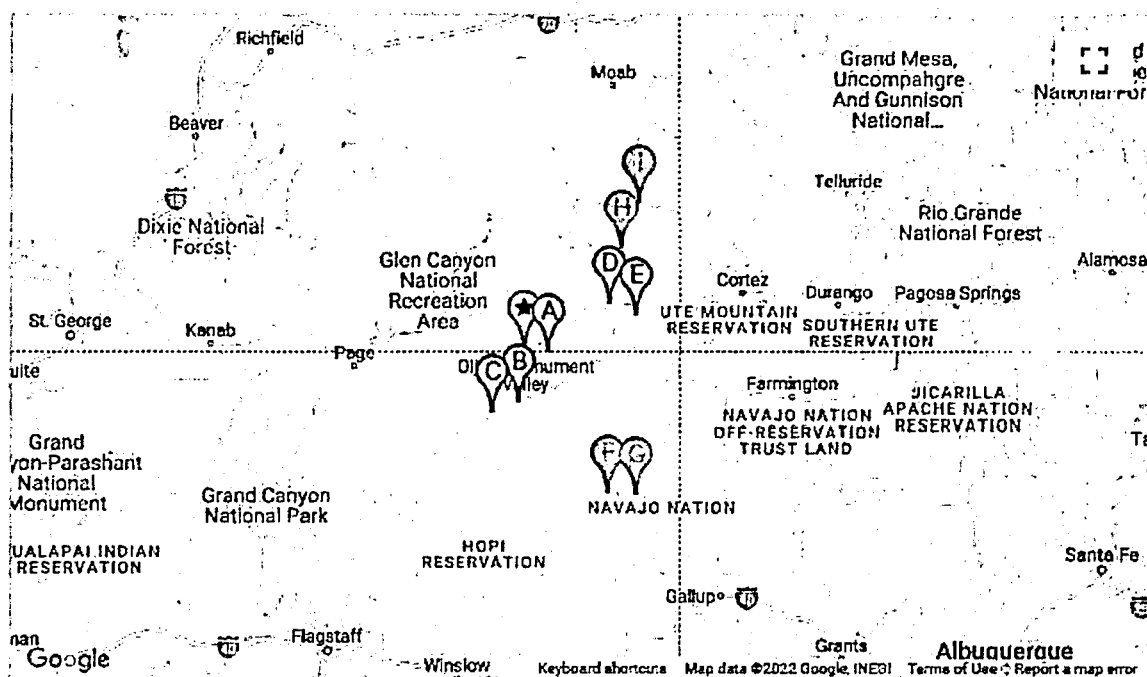
Est. Segmentation (2019)				Estimated 2019				Estimated 2021					
Property	Number of Rooms	Transient	Group	Weighted	Occ.	Average Rate	RevPAR	Weighted	Occ.	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
				Annual Room Count				Annual Room Count					
Gouldings Lodge	152	65 %	35 %	152	72.2 %	\$193.37	\$139.59	152	35.6 %	\$162.69	\$57.86	86.6 %	91.9 %
View Hotel	95	90	10	95	70 - 75	180 - 190	140 - 150	95	55 - 60	170 - 180	105 - 110	140 - 150	160 - 170
Hampton by Hilton Kayenta	73	95	5	73	75 - 80	150 - 160	115 - 120	73	60 - 65	140 - 150	90 - 95	150 - 160	140 - 150
Kayenta Monument Valley Inn	160	95	5	160	45 - 50	140 - 150	65 - 70	160	15 - 20	125 - 130	20 - 25	40 - 45	30 - 35
Desert Rose Inn & Cabins	52	90	10	52	70 - 75	190 - 200	130 - 140	52	60 - 65	200 - 210	125 - 130	150 - 160	200 - 210
Bluff Dwellings Resort & Spa	54	90	10	Hotel Not Open				54	50 - 55	230 - 240	125 - 130	130 - 140	200 - 210
Sub-Totals/Averages	586	84 %	16 %	532	66.2 %	\$174.18	\$115.36	586	42.3 %	\$172.03	\$72.74	103.0 %	115.5 %
Secondary Competitors	303	95 %	5 %	182	47.9 %	\$81.08	\$38.87	182	37.2 %	\$84.84	\$31.52	90.5 %	50.0 %
Totals/Averages	889	86 %	14 %	714	61.6 %	\$155.72	\$95.88	768	41.1 %	\$153.36	\$62.98	100.0 %	100.0 %

\* Specific occupancy and average rate data were utilized in our analysis, but are presented in ranges in the above table for the purposes of confidentiality.



The following map illustrates the locations of the subject property and its competitors.

## MAP OF COMPETITION



Our survey of the primarily competitive hotels in the local market shows a range of lodging types and facilities. Descriptions of our findings are presented below. Pictures were either taken during our inspection, from the hotel's website, or from available images online.



## PRIMARY COMPETITOR #1 - VIEW HOTEL



View Hotel  
Indian Route 42  
Ojato-Monument  
Valley, AZ

**FIGURE 5-14 ESTIMATED HISTORICAL OPERATING STATISTICS**

Year	Wtd. Annual Room Count	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2017	95	70 - 75 %	\$170 - \$180	\$130 - \$140	120 - 130 %	140 - 150 %
Est. 2018	95	75 - 80	180 - 190	140 - 150	120 - 130	140 - 150
Est. 2019	95	70 - 75	180 - 190	140 - 150	120 - 130	140 - 150
Est. 2021	95	55 - 60	\$170 - \$180	\$105 - \$110	140 - 150	160 - 170



## PRIMARY COMPETITOR #2 - HAMPTON BY HILTON KAYENTA



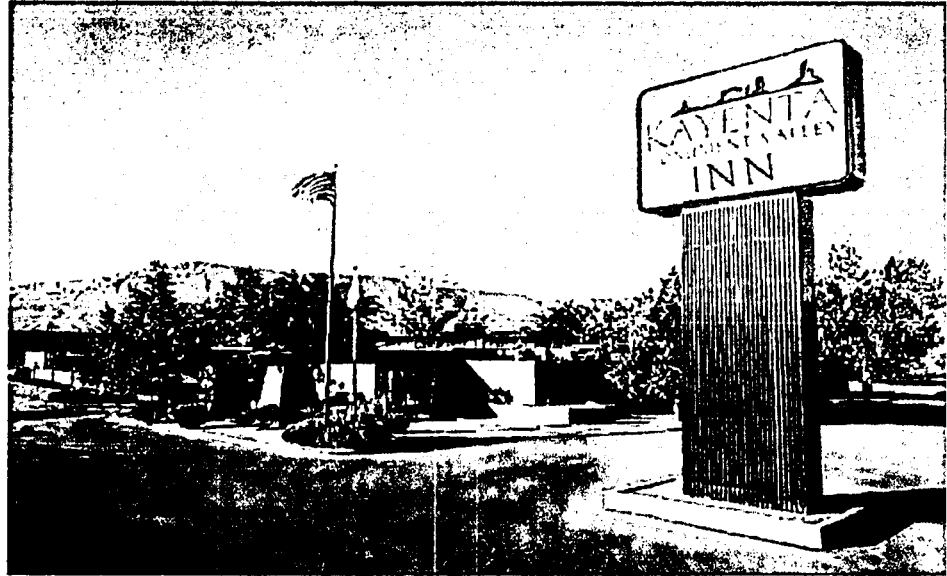
Hampton by Hilton  
Kayenta  
U.S. Highway 160  
Kayenta, AZ

FIGURE 5-15 ESTIMATED HISTORICAL OPERATING STATISTICS

Year	Wtd. Annual Room Count	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2017	73	60 - 65 %	\$150 - \$160	\$95 - \$100	100 - 110 %	100 - 110 %
Est. 2018	73	75 - 80	140 - 150	110 - 115	120 - 130	110 - 120
Est. 2019	73	75 - 80	150 - 160	115 - 120	120 - 130	120 - 130
Est. 2021	73	60 - 65	140 - 150	90 - 95	150 - 160	140 - 150



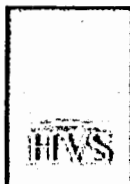
### PRIMARY COMPETITOR #3 - KAYENTA MONUMENT VALLEY INN



Kayenta Monument  
Valley Inn  
U.S. Highways 160 &  
163  
Kayenta, AZ

FIGURE 5-16 ESTIMATED HISTORICAL OPERATING STATISTICS

Year	Wtd. Annual Room Count	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2017	160	50 - 55 %	\$130 - \$140	\$70 - \$75	85 - 90 %	80 - 85 %
Est. 2018	160	45 - 50	140 - 150	65 - 70	70 - 75	70 - 75
Est. 2019	160	45 - 50	140 - 150	65 - 70	75 - 80	70 - 75
Est. 2021	160	15 - 20	\$125 - \$130	\$20 - \$25	40 - 45	30 - 35



#### PRIMARY COMPETITOR #4 - DESERT ROSE INN & CABINS



Desert Rose Inn &  
Cabins  
701 Main Street  
Bluff, UT

FIGURE 5-17 ESTIMATED HISTORICAL OPERATING STATISTICS

Year	Wtd. Annual Room Count	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2017	52	65 - 70 %	\$180 - \$190	\$125 - \$130	110 - 120 %	130 - 140 %
Est. 2018	52	70 - 75	190 - 200	130 - 140	110 - 120	140 - 150
Est. 2019	52	70 - 75	190 - 200	130 - 140	110 - 120	140 - 150
Est. 2021	52	60 - 65	\$200 - \$210	\$125 - \$130	140 - 150	200 - 210



**Secondary Competitors**

We have also reviewed other area lodging facilities to determine whether any may compete with the subject resort property on a secondary basis. The room count of each secondary competitor has been weighted based on its assumed degree of competitiveness with the subject hotel. By assigning degrees of competitiveness, we can assess how the subject resort property and its competitors may react to various changes in the market, including new supply, changes to demand generators, and renovations or franchise changes of existing supply. The following table sets forth the pertinent operating characteristics of the secondary competitors.







We have identified four hotels that compete with the subject resort property on a secondary level. While all of these properties are located within the greater subject region, the Best Western Canyon De Chelly Inn, the Holiday Inn, the Rodeway Inn & Suites Blanding, and the Rodeway Inn & Suites Monticello feature a limited product offering and operate at much lower price points. Additionally, these hotels benefit from their locations along major thoroughfares in the region and thus cater to different target markets.

### Supply Changes

It is important to consider any new hotels that may have an impact on the subject property's operating performance.

We have identified the following new supply that is expected to have some degree of competitive interaction with the subject hotel based on location, anticipated market orientation and price point, and/or operating profile.

**FIGURE 5-19 NEW SUPPLY**

Proposed Property	Number of Rooms	Property Type	Total Competitive Level	Weighted Room Count	Assumed Opening Date	Development Stage
Proposed Second Hotel	80	Full-Service	100 %	80	April 1, 2025	Early Development
Totals/Averages	80			80		

According to the county planning office and our research, no new hotels are expected within the subject resort property's competitive submarket at this time, aside from the proposed upscale resort that will be constructed on the subject site as part of the subject property. Several ultra-luxury, glamping, or camping resorts are proposed throughout southern Utah; however, these projects are expected to operate at a different price point, target a different customer, and/or are in a different submarket. Furthermore, some hotels have been proposed for development in northern Arizona, but we have not considered the new supply in our analysis given the distance and different target customers.

While we have taken reasonable steps to investigate proposed hotel projects and their status, due to the nature of real estate development, it is impossible to determine with certainty every hotel that will be opened in the future or what their marketing strategies and effect on the market will be. Depending on the outcome of current and future projects, the future operating potential of the subject property may be affected. Future improvement in market conditions will raise the risk of increased competition. Our forthcoming forecast of stabilized occupancy and average rate is intended to reflect such risk.



## Supply Conclusion

We have identified various properties that are competitive to some degree with the subject property. We have also investigated potential increases in competitive supply in this Monument Valley submarket. Goulding's Lodge will continue to operate in a dynamic market of varying product types and price points. Next, we will present our forecast for demand change, using the historical supply data presented as a starting point.

## DEMAND

The following table presents the most recent trends for the subject hotel market as tracked by HVS. These data pertain to the subject and competitors discussed previously in this section; performance results are estimated, rounded for the competition, and weighted if there are secondary competitors present. In this respect, the information in the table differs from the previously presented STR data and is consistent with the supply and demand analysis developed for this appraisal.

**FIGURE 5-20 HISTORICAL MARKET TRENDS**

Year	Accommodated Room Nights	% Change	Room Nights Available	% Change	Market Occupancy	Market ADR	% Change	Market RevPAR	% Change
Est. 2017	159,105	—	260,537	—	61.1 %	\$147.13	—	\$89.85	—
Est. 2018	162,291	2.0 %	260,537	0.0 %	62.3	153.54	4.4 %	95.64	6.4 %
Est. 2019	160,425	(1.2)	260,537	0.0	61.6	155.72	1.4	95.88	0.3
Est. 2020	93,810	(41.5)	276,737	6.2	33.9	121.95	(21.7)	41.34	(56.9)
Est. 2021	115,094	22.7	280,247	1.3	41.1	153.36	25.8	62.98	52.4
Avg. Annual Compounded									
Chg., Est. 2017-Est. 2021:		(7.8) %			1.8 %			1.0 %	(8.5) %

## Demand Analysis Using Market Segmentation

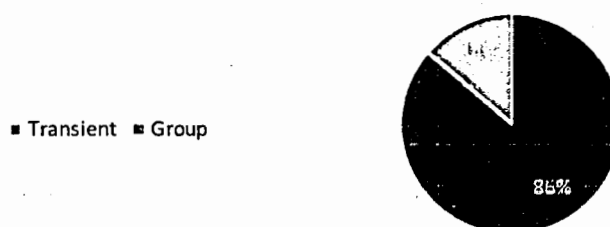
For the purpose of demand analysis, the overall market is divided into individual segments based on the nature of travel. Based on our fieldwork, area analysis, and knowledge of the local lodging market, we estimate the 2019 distribution of accommodated-room-night demand as follows.

**FIGURE 5-21 BASE-YEAR ACCOMMODATED-ROOM-NIGHT DEMAND**

Market Segment	Marketwide		Subject Property	
	2019 Accommodated Demand	Percentage of Total	2019 Accommodated Demand	Percentage of Total
Transient	138,415	86 %	26,032	65 %
Group	22,010	14	14,017	35
Total	160,425	100 %	40,049	100 %



**FIGURE 5-22 MARKET-WIDE ACCOMMODATED-ROOM-NIGHT DEMAND**



In the base year, the market's demand mix comprised transient demand, with this segment representing roughly 86% of the accommodated room nights in this Monument Valley submarket. The remaining portion comprised group at 14%, with the final portion in nature, reflecting 0%.

Using the distribution of accommodated hotel demand as a starting point, we will analyze the characteristics of each market segment in an effort to determine future trends in room-night demand.

#### **Transient Segment**

Transient demand consists of individuals and families spending time in an area or passing through en route to other destinations; this segment represents travelers that are not associated with a group or room-night contract. Travel purposes include business, sightseeing, recreation, or visiting friends and relatives. Transient demand also includes room nights booked through Internet sites such as Expedia, Hotels.com, and Priceline; however, this demand may include group and convention attendees who use these channels to take advantage of any discounts that may be available on these sites. In resort destinations, transient demand is strongest Friday and Saturday nights, and all week during holiday periods and the summer months. In urban and suburban destinations, transient demand is typically strongest on Tuesday, Wednesday, and Thursday nights. The typical length of stay ranges from one to four days, depending on the destination and travel purpose. The rate of double occupancy normally ranges from 1.0 to 3.0 people per room, with higher double occupancy occurring in resort destinations. Price sensitivity tends to vary with product type. All-suite properties with inclusive food and beverage or luxury destination properties tend to drive strong transient room rates, with discounted rates offered at older or value-oriented hotels with limited amenities. For destination locations, future transient demand is related to the overall economic health of the primary source cities for visitation; the overall economic health of the surrounding neighborhood is considered for urban and suburban locations.



The market for the competitive set is predominantly transient in nature, consisting of leisure travelers seeking accommodations near many of the attractions in the greater southern Utah/northern Arizona area, as well as the Grand Canyon National Park and the "Mighty 5" national parks (Canyonland National Park, Capital Reef National Park, Arches National Park, Bryce Canyon National Park, and Zion National Park). Visitation data related to Monument Valley were provided for 2017 through early 2020, reflecting roughly 450,000 visitors prior to the onset of the pandemic. Many of these visitors also stopped at the Navajo National Monument, Natural Bridge National Monument, Hovenweep National Monument, Rainbow Bridge National Monument, and/or Canyon de Chelly National Monument. However, the greatest draws in the region are the Grand Canyon National Park, the "Mighty 5" parks, Big Ears, Four Corners, and Mesa Verde National Park. Visitors often stop at Monument Valley on the way to these larger attractions. Furthermore, Monument Valley's reputation and history as a film set and its association with John Wayne attract people to the area and continue to generate film-related demand. Transient demand significantly declined because of the pandemic in 2020 and early 2021; however, demand from this segment has rebounded as restrictions have been lifted and as attractions reopen. While the recovery has been more extended than other leisure destinations in the region given the ongoing restrictions, a full recovery is expected in the near term.

#### **Group Segment**

In the limited-service sector, group demand is most commonly generated by groups that require ten or more room nights, but need little to no meeting space within the hotel. Examples of these groups include family reunions, sports teams, and bus tours. In some markets, limited-service hotels may also accommodate demand from groups or individuals attending events at the local convention center or at one of the larger convention hotels in the area.

Group demand is primarily associated with tours, family groups, small incentive and corporate events, and weddings. Many tour groups generate room nights, tour revenue, F&B income, and other events. Additionally, bus drivers for tours utilize the onsite bus-driver lodging at the subject property, as these groups frequent Monument Valley and stay throughout the greater region. However, this type of demand was almost non-existent in 2020 and the first half 2021 due to the COVID-19 pandemic. Restrictions on tours and group sizes, as well as other ongoing Navajo Nation restrictions, limited group bookings. The social and smaller groups began to return to the market in 2021, and tour groups have or are expected to rebound more notably in 2022 and 2023. Demand within this segment is forecast to recover fully by the stabilized year. Furthermore, the addition of Bluff Dwelling Resort & Spa, as well as the proposed upscale resort at the subject property, are expected to support corporate groups, additional weddings and social events, incentive groups, film production, and other groups that have not been fully accommodated in the market given the historically available supply and product offerings in the greater area.



### Base Demand Growth Rates

Our overall demand forecast for the market was shaped by an evaluation of monthly occupancy patterns considering the impact of COVID-19 and continued recovery. Based upon this monthly analysis, our interviews, and changes in segmentation in recent months, we have projected demand by segment and have concluded to an overall annual occupancy for the market.

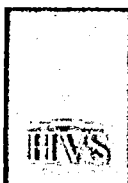
**FIGURE 5-23 AVERAGE ANNUAL COMPOUNDED MARKET-SEGMENT GROWTH RATES**

Market Segment	Annual Growth Rate				
	2022	2023	2024	2025	2026
Transient	16.0 %	12.5 %	3.5 %	7.5 %	3.5 %
Group	50.0	125.0	7.5	7.0	3.0
Base Demand Growth	17.7 %	19.7 %	4.0 %	7.4 %	3.4 %

The impact of the COVID-19 pandemic, including the related travel restrictions and social-distancing protocols, is reflected in the substantial demand decreases that were registered in 2020 and through August 2021. Although some demand returned from the summer of 2020 through the summer of 2021, demand increased notably in September 2021 when restrictions were relaxed as vaccinations continued and as COVID-19 cases declined, bolstering travel within the region. With most restrictions lifted as of mid-April 2022, and the remaining expected to be fully lifted by the summer of 2022, domestic individual travel, tour groups, and some international travel is resuming. As such, demand levels are anticipated to continue on a positive trajectory in 2022. Further growth is forecast for subsequent years, as the market continues to rebound from the pandemic-related downturn.

### Accommodated Demand and Market-wide Occupancy

Based upon a review of the market dynamics in the subject property's competitive environment, we have forecast growth rates for each market segment. Using the calculated potential demand for the market, we have determined market-wide accommodated demand based on the inherent limitations of demand fluctuations and other factors in the market area. The following table details our projection of lodging demand growth for the subject market, including the total number of occupied room nights and any residual unaccommodated demand in the market.



**FIGURE 5-24 ACCOMMODATED DEMAND**

	<i>Historical</i>			<i>Projected</i>			
	2019	2021	2022	2023	2024	2025	2026
<b>Transient</b>							
Total Demand	138,415	109,340	126,834	142,688	147,682	158,758	164,315
Growth Rate		(21.0) %	16.0 %	12.5 %	3.5 %	7.5 %	3.5 %
<b>Group</b>							
Total Demand	22,010	5,755	8,632	19,422	20,879	22,340	23,011
Growth Rate		(73.9) %	50.0 %	125.0 %	7.5 %	7.0 %	3.0 %
<b>Totals</b>							
Base Demand	160,425	115,094	135,466	162,110	168,561	181,099	187,325
Overall Demand Growth		(28.3) %	17.7 %	19.7 %	4.0 %	7.4 %	3.4 %
<b>Market Mix</b>							
Transient	86.3 %	95.0 %	93.6 %	88.0 %	87.6 %	87.7 %	87.7 %
Group	13.7	5.0	6.4	12.0	12.4	12.3	12.3
<b>Existing Hotel Supply</b>	714	768	768	768	768	768	768
<b>Proposed Hotels</b>							
Proposed Second Hotel <sup>1</sup>						60	80
<b>Available Room Nights per Year</b>	260,537	280,247	280,247	280,247	280,247	302,247	309,447
Nights per Year	365	365	365	365	365	365	365
<b>Total Supply</b>	714	768	768	768	768	828	848
Rooms Supply Growth	—	—	0.0 %	0.0 %	0.0 %	7.9 %	2.4 %
<b>Marketwide Occupancy</b>	61.6 %	41.1 %	48.3 %	57.8 %	60.1 %	59.9 %	60.5 %

<sup>1</sup> Opening in April 2025 of the 100% competitive, 80-room Proposed Second Hotel

The defined competitive market of hotels experienced a sharp occupancy decline in 2020 and early 2021 given the severe downturn in travel associated with the COVID-19 pandemic. The recent recovery, which has been supported by the relaxation of Navajo Nation and local/federal governmental restrictions, is expected to continue given the ongoing return of tour groups and events, as well as stronger levels of both domestic and international leisure travel. Based on historical occupancy levels in this market, and taking into consideration typical supply and demand cyclicity, market occupancy is forecast to stabilize near 60%.



# 6. Projection of Occupancy and Average Rate

Along with ADR results, the occupancy levels achieved by a hotel are the foundation of the property's financial performance and market value. Most of a lodging facility's other revenue sources (such as food and beverage, other operated departments, and miscellaneous income) are driven by the number of guests, and many expense levels vary with occupancy. To a certain degree, occupancy attainment can be manipulated by management. For example, hotel operators may choose to lower rates in an effort to maximize occupancy. Our forecasts reflect an operating strategy that we believe would be implemented by a typical, professional hotel management team to achieve an optimal mix of occupancy and average rate. Furthermore, occupancy is a key factor at this remote resort, as it helps to drive overall visitation and revenues at other components of the resort, including the food and beverage outlets, tours operation, grocery store, gas/service station, gift shop, and other minor income sources.

## Historical Operating Performance

The following tables set forth the subject property's historical occupancy, average rate, and RevPAR results for both the property (excluding the units located at the RV park and campground), as well as for the RV park and campground units. For the purpose of comparison, we have presented corresponding data (as provided by STR) for the competitive hotels described in the previous section for the table that includes all hotel units other than those located at the RV park and campground. In this table, in addition to the annual percent change calculations, we have determined the subject property's occupancy, average rate, and RevPAR penetration rates.

**FIGURE 6-1 SUBJECT PROPERTY LODGING (EXCL. RV PARK & CAMPGROUND) – HISTORICAL TRENDS**

	2015	2016	2017	2018	2019	2020	2021
<b>Gouldings Lodge</b>							
Occupancy	80.2 %	73.6 %	72.7 %	74.3 %	72.2 %	18.3 %	35.6 %
Change	—	(8.3) %	(1.2) %	2.2 %	(2.8) %	(74.6) %	93.9 %
Occupancy Penetration	137.7 %	135.4 %	143.0 %	140.9 %	138.5 %	63.9 %	102.3 %
Average Rate	\$147.53	\$173.41	\$169.78	\$187.48	\$193.37	\$145.23	\$162.69
Change	—	17.5 %	(2.1) %	10.4 %	3.1 %	(24.9) %	12.0 %
Average Rate Penetration	134.8 %	155.8 %	148.7 %	168.1 %	173.0 %	169.1 %	153.8 %
RevPAR	\$118.32	\$127.56	\$123.44	\$139.29	\$139.59	\$26.64	\$57.86
Change	—	7.8 %	(3.2) %	12.8 %	0.2 %	(80.9) %	117.2 %
RevPAR Penetration	185.6 %	211.0 %	212.6 %	236.8 %	239.5 %	108.0 %	157.3 %
<b>Competitive Set</b>							
Occupancy	58.3 %	54.3 %	50.8 %	52.7 %	52.1 %	28.7 %	34.8 %
Change	1.5 %	(6.8) %	(6.4) %	3.7 %	(1.2) %	(44.9) %	21.0 %
Average Rate	\$109.44	\$111.31	\$114.20	\$111.54	\$111.80	\$85.88	\$105.75
Change	1.4 %	1.7 %	2.6 %	(2.3) %	0.2 %	(23.2) %	23.1 %
RevPAR	\$63.76	\$60.46	\$58.07	\$58.82	\$58.28	\$24.67	\$36.77
Change	2.9 %	(5.2) %	(4.0) %	1.3 %	(0.9) %	(57.7) %	49.0 %

Source: STR

Prior to the COVID-19 pandemic, the subject resort historically achieved occupancy levels higher than the aggregate market average, recording occupancy penetration levels near 140.0%. However, occupancy declined from a peak achieved in 2015, partially due to the additions of the villa units, as well as the addition of high-quality new supply in the area. As such, occupancy levels were in the low 70s prior to the onset of the pandemic. The subject resort's ADR also registered higher than the market's ADR during the historical period given the superior product, location within Monument Valley, and suite-style rooms that support higher rates. Data for 2020 show a significant drop in occupancy and ADR given the onset of the COVID-19 pandemic in March and the subsequent effects on the lodging industry, inclusive of the subject resort. The closure of many of the area attractions to tourists reduced demand substantially over the last two years. As restrictions were lifted and as tourism travel rebounded, occupancy and ADR levels began to increase. However, the recovery has been more extended because of ongoing restrictions. Additionally, the subject resort's occupancy penetration decreased significantly given its size and reliance on tour and wholesale demand, which were among the first to disappear





and have been the slowest demand sources to return in the competitive market. Year-to-date performance data for the subject resort were not provided.

The following figures illustrate the monthly occupancy and ADR levels for the non-RV-related lodging options on a monthly basis, as well as the available visitation statistics to Monument Valley. The data are limited and do not directly correlate to the annual statistics provided, but do provide insight to the trends. Additionally, it is important to note that 2019 statistics are reportedly inaccurate, and are lower than true visitation numbers for that year.

**FIGURE 6-2 SUBJECT PROPERTY LODGING (EXCL. RV PARK & CAMPGROUND) – HISTORICAL TRENDS**

Month	2018				2019			
	Visitation Statistics	Occupied Room Nights	Occupancy	ADR	Visitation Statistics	Occupied Room Nights	Occupancy	ADR
January	4,821	1,911	40.6 %	\$89.60	5,187	1,542	32.7 %	\$110.13
February	9,819	1,894	44.5	\$95.61	6,766	2,129	50.0	\$105.15
March	23,722	3,739	79.4	\$130.21	13,924	3,386	71.9	\$132.55
April	36,650	3,883	85.2	\$175.18	25,388	3,778	82.9	\$190.66
May	54,989	4,053	86.0	\$233.16	40,346	3,910	83.0	\$234.24
June	48,533	3,824	83.9	\$229.28	34,506	3,687	80.9	\$232.45
July	64,977	4,246	90.1	\$241.78	39,083	4,093	86.9	\$245.39
August	90,834	4,462	94.7	\$242.53	47,861	4,375	92.8	\$248.68
September	64,093	4,285	94.0	\$233.54	47,822	4,245	93.1	\$240.50
October	29,159	4,240	90.0	\$196.63	31,950	4,197	89.1	\$206.47
November	10,298	2,605	57.1	\$134.47	11,014	2,630	57.7	\$123.08
December	5,467	2,078	44.1	\$128.48	3,958	2,077	44.1	\$106.28
Annual Metrics	443,362	41,220	74.3 %	\$191.69	307,805	40,049	72.2 %	\$196.26

Source: Ownership & Tribal Park Representatives

**FIGURE 6-3 SUBJECT PROPERTY LODGING (EXCL. RV) CONT. – HISTORICAL TRENDS**

Month	2020				2021	
	Visitation Statistics	Occupied Room Nights	Occupancy	ADR	Occupancy	ADR
January	3,912	1,544	32.8 %	\$109.34	11.8 %	\$103.68
February	8,583	1,927	45.3	\$112.91	14.0	\$102.75
March	4,754	1,350	28.7	\$169.39	29.3	\$137.65
April	N/A	184	4.0	\$130.66	35.4	\$159.02
May	N/A	211	4.5	\$195.57	36.5	\$183.19
June	N/A	547	12.0	\$209.16	39.5	\$197.44
July	N/A	512	10.9	\$224.52	34.1	\$204.75
August	N/A	411	8.7	\$210.80	29.8	\$195.93
September	N/A	824	18.1	\$199.31	57.0	\$200.87
October	N/A	930	19.7	\$181.31	51.7	\$199.69
November	N/A	754	16.5	\$141.89	47.4	\$135.27
December	N/A	983	20.9	\$129.27	39.4	\$133.70
Annual Metrics	17,249	10,177	18.3 %	\$153.63	35.6 %	\$171.79

Source: Ownership & Tribal Park Representatives

Furthermore, we have analyzed the seasonality of the historical performance of the subject property given the notable changes in visitation on a monthly basis.



**FIGURE 6-4 SUBJECT PROPERTY LODGING (EXCL RV) CONT. – SEASONAL HISTORICAL TRENDS**

	2018	2019	2020	2021
<b>High Season - May, June, July, August, September, October</b>				
Occupancy	89.8 %	87.6 %	12.3 %	41.4 %
Average Rate	\$229.59	\$234.74	\$200.91	\$197.40
RevPAR	-	205.69	24.68	81.64
<b>Shoulder Season - March, April</b>				
Occupancy	82.2 %	77.3 %	16.5 %	32.3 %
Average Rate	\$153.12	\$163.19	\$164.74	\$149.17
RevPAR	-	126.09	27.26	48.18
<b>Low Season - January, February, November, December</b>				
Occupancy	46.5 %	45.9 %	28.6 %	28.3 %
Average Rate	\$114.23	\$111.98	\$119.14	\$127.57
RevPAR	-	51.43	34.02	36.14

Source: Ownership (Historical)

As noted previously, the subject resort features an RV park and campground, which includes 66 RV spots, 27 tent sites, 3 onsite cabins, and a home. Moreover, it is important to note that a new luxury home is located on this site; however, as of the date of our inspection, the home was not yet finished. Historically, the RV park and campground maintained occupancy levels in the low- to mid-40s range, before declining in 2020 because of the effects of the COVID-19 pandemic and the corresponding restrictions on travel. Although occupancy declined, ADR increased slightly at that time. Thereafter, occupancy increased in 2021 as travel began to rebound and as road trips became a popular vacation choice, especially to rural markets located near major outdoor recreational areas, such as the subject market. The following table illustrates the historical occupancy, ADR, and RevPAR trends of the RV park and campground. However, the RV park and campground are not included in the supply-and-demand analysis given their unique product. The historical information and future forecast of the RV park and campground are detailed in the Income Capitalization Chapter.



**FIGURE 6-5 RV PARK & CAMPGROUND – HISTORICAL TRENDS**

	Historical			
	2018	2019	2020	2021
RV, Tent, and Cabins Units	97	97	97	97
Occupancy	42.9 %	44.4 %	14.6 %	28.0 %
Change in Points	—	1.5	(29.8)	13.5
Average Rate	\$57.19	\$60.55	\$61.49	\$60.01
Change	—	5.9 %	1.6 %	(2.4) %
RevPAR	\$24.53	\$26.89	\$8.97	\$16.83
Change	—	9.6 %	(66.6) %	87.6 %
Revenue	\$868,471	\$952,071	\$317,649	\$595,872
Change	—	9.6 %	(66.6) %	87.6 %

The remaining tables in this chapter exclude the RV park and campground, but include all other lodging options.

#### Penetration Rate Analysis

The subject resort's forecasted market share and occupancy levels are based upon its anticipated competitive position within the market, as quantified by its penetration rate. The penetration rate is the ratio of a property's market share to its fair share.

#### Base-Year Penetration Rates by Market Segment

In the following table, the penetration rates attained by the primary competitors and the aggregate secondary competitors are set forth for each segment for the base year, 2019. As discussed previously in the Supply and Demand Analysis chapter of this report, we are utilizing the market's performance prior to the onset of the COVID-19 pandemic as a benchmark for projecting a return to normalized performance.



**FIGURE 6-6 HISTORICAL PENETRATION RATES**

Property	Transient	Group	Overall
Gouldings Lodge	88 %	299 %	117 %
View Hotel	127	89	122
Hampton by Hilton Kayenta	141	47	128
Kayenta Monument Valley Inn	86	28	78
Desert Rose Inn & Cabins	120	84	115
Secondary Competition	86	28	78

As a result of its varying levels of penetration among the two market demand segments, the Goulding's Lodge achieved an overall penetration rate of 117% in 2019. Overall, the subject hotel's occupancy penetration level was ranked third among the illustrated averages.

**Forecast of Subject Property's Occupancy**

Because the supply and demand balance for the competitive market is dynamic, there is a circular relationship between the penetration factors of each hotel in the market. The performance of individual new hotels has a direct effect upon the aggregate performance of the market and, consequently, upon the calculated penetration factor for each hotel in each market segment. The same is true when the performance of existing hotels changes, either positively (following a refurbishment, for example) or negatively (when a poorly maintained or marketed hotel loses market share).

A hotel's penetration factor is calculated as its achieved market share of demand divided by its fair share of demand. Thus, if one hotel's penetration performance increases, thereby increasing its achieved market share, this leaves less demand available in the market for the other hotels to capture, and the penetration performance of one or more of those other hotels consequently declines (other things remaining equal). This type of market share adjustment takes place every time there is a change in supply or a change in the relative penetration performance of one or more hotels in the competitive market.

Our projections of penetration, demand capture, and occupancy performance for the subject property account for these types of adjustments to market share within the defined competitive market. Consequently, the actual penetration factors applicable to the subject property and its competitors for each market segment in



each projection year may vary somewhat from the penetration factors delineated in the previous table.

In 2020 and 2021, the subject resort experienced a shift in its market mix given the effects of the COVID-19 pandemic, having captured more transient demand than typical given the virtual halt of tour demand and limited wholesale reservations. The pandemic had a more significant impact on group demand given the closure of the Monument Valley Tribal Park following the onset of the COVID-19 pandemic through the late summer of 2021; this closure resulted in virtually no tour groups during that time. Although property ownership began to hold tours along the canyons on the subject property, tour groups still reportedly remained relatively minimal. Going forward, the subject resort's market mix is anticipated to gradually return to a similar mix to what was realized in 2019; however, group contribution is expected to register slightly lower over the long term given a focus on higher-rated business and the anticipated changes in travel patterns.

Similar to the market forecast, the subject resort's occupancy has been analyzed on a monthly basis. The subject hotel's occupancy forecast is set forth as follows, with the adjusted projected penetration rates used as a basis for calculating the amount of captured market demand.

**FIGURE 6-7 FORECAST OF SUBJECT PROPERTY'S OCCUPANCY (EXCL RV PARK & CAMPGROUND)**

Market Segment	Historical		Projected				
	2019	2021	2022	2023	2024	2025	2026
<b>Transient</b>							
Demand	138,415	109,340	126,834	142,688	147,682	158,758	164,315
Market Share	18.8 %	17.1 %	19.9 %	18.9 %	18.6 %	17.1 %	16.6 %
Capture	26,032	18,744	25,240	26,921	27,404	27,127	27,228
Penetration	88 %	87 %	101 %	95 %	94 %	93 %	92 %
<b>Group</b>							
Demand	22,010	5,755	8,632	19,422	20,879	22,340	23,011
Market Share	63.7 %	17.1 %	54.0 %	58.6 %	59.7 %	56.0 %	52.3 %
Capture	14,017	987	4,665	11,377	12,455	12,510	12,026
Penetration	299 %	87 %	273 %	296 %	301 %	305 %	291 %
<b>Total Room Nights Captured</b>	<b>40,049</b>	<b>19,730</b>	<b>29,905</b>	<b>38,298</b>	<b>39,859</b>	<b>39,637</b>	<b>39,254</b>
Available Room Nights	55,480	55,480	55,480	55,480	55,480	55,480	55,480
<b>Subject Occupancy</b>	<b>72 %</b>	<b>36 %</b>	<b>54 %</b>	<b>69 %</b>	<b>72 %</b>	<b>71 %</b>	<b>71 %</b>
Market-wide Available Room Nights	260,537	280,247	280,247	280,247	280,247	302,247	309,447
<b>Fair Share</b>	<b>21 %</b>	<b>20 %</b>	<b>20 %</b>	<b>20 %</b>	<b>20 %</b>	<b>18 %</b>	<b>18 %</b>
Market-wide Occupied Room Nights	160,425	115,094	135,466	162,110	168,561	181,099	187,325
<b>Market Share</b>	<b>25 %</b>	<b>17 %</b>	<b>22 %</b>	<b>24 %</b>	<b>24 %</b>	<b>22 %</b>	<b>21 %</b>
Market-wide Occupancy	62 %	41 %	48 %	58 %	60 %	60 %	61 %
<b>Total Penetration</b>	<b>117 %</b>	<b>87 %</b>	<b>112 %</b>	<b>119 %</b>	<b>119 %</b>	<b>119 %</b>	<b>117 %</b>



The subject resort's occupancy penetration in the first projection year is forecast to increase as demand continues to rebound and return to normal levels, including the return of typical wedding and tour group demand. Given that the subject resort is one of the foremost facilities within the region, providing access to Monument Valley and creating a full resort experience, the subject resort's occupancy is expected to increase at a faster pace than that of the competitive market. Based on the analysis of visitation, the subject resort has historically captured a high portion of visitation during non-peak months given the capacity to do so before those guests may be displaced to other locations. The subject resort's occupancy penetration is forecast to fluctuate upon the opening of the proposed, onsite, 80-room resort and then stabilize near 115.0%. This stabilized level is below historical peak levels given the impact of recently opened new supply and a second resort at the subject property.

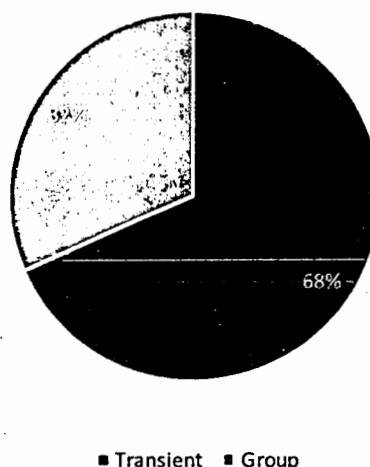
The positioned segment penetration rates of the subject resort, excluding the RV Park and Campground units, result in the following market segmentation forecast.

**FIGURE 6-8 MARKET SEGMENTATION FORECAST – SUBJECT PROPERTY**

	2019	2021	2022	2023	2024	2025	2026
Transient	65 %	95 %	84 %	70 %	69 %	68 %	69 %
Group	35	5	16	30	31	32	31
Total	100 %	100 %	100 %	100 %	100 %	100 %	100 %



**FIGURE 6-9 STABILIZED MARKET SEGMENTATION – SUBJECT PROPERTY**



Based on our analysis of the subject property and market area, we have selected a stabilized occupancy level of 71% in 2025/26. The stabilized occupancy is intended to reflect the anticipated results of the property over its remaining economic life given all changes in the life cycle of the hotel. Thus, the stabilized occupancy excludes from consideration any abnormal relationship between supply and demand, as well as any nonrecurring conditions that may result in unusually high or low occupancies. Although the subject hotel may operate at occupancies above this stabilized level, we believe it equally possible for new competition and temporary economic downturns to force the occupancy below this selected point of stability.

#### **Average Rate Analysis**

One of the most important considerations in estimating the value of a lodging facility is a supportable forecast of its attainable average rate, which is more formally defined as the average rate per occupied room. Average rate can be calculated by dividing the total rooms revenue achieved during a specified period by the number of rooms sold during the same period. The projected average rate and the anticipated occupancy percentage are used to forecast rooms revenue, which in turn provides the basis for estimating most other income and expense categories.

#### **Competitive Position**

Although the average rate analysis presented here follows the occupancy projection, these two statistics are highly correlated; one cannot project occupancy without making specific assumptions regarding average rate. This relationship is best illustrated by revenue per available room (RevPAR), which reflects a property's





ability to maximize rooms revenue. The following table summarizes the historical average rate, RevPAR, and respective ADR and RevPAR penetration levels for the subject property (excluding the RV Park and Campground) and its competitors. The stabilized average rate and RevPAR levels that have been projected for the subject resort (excluding the RV Park and Campground), expressed in base-year dollars, are also presented to understand the ADR positioning anticipated for the property upon stabilization. The basis for our ADR projection follows later in this section of the report.

**FIGURE 6-10 BASE-YEAR ADR AND REVPAR – SUBJECT PROPERTY AND ITS COMPETITORS**

Property	Estimated 2021 Average Room Rate	Average Rate Penetration	Rooms Revenue Per Available Room (RevPAR)	RevPAR Penetration
Gouldings Lodge	\$162.69	106.1 %	\$57.86	91.9 %
View Hotel	170 - 180	110 - 120	105 - 110	160 - 170
Hampton by Hilton Kayenta	140 - 150	90 - 95	90 - 95	140 - 150
Kayenta Monument Valley Inn	125 - 130	80 - 85	20 - 25	30 - 35
Desert Rose Inn & Cabins	200 - 210	130 - 140	125 - 130	200 - 210
Bluff Dwellings Resort & Spa	230 - 240	150 - 160	125 - 130	200 - 210
Average - Subject & Primary Competitors	\$172.03	112.2 %	\$72.74	115.5 %
Average - Secondary Competitors	84.84	55.3	31.52	50.0
Overall Average	\$153.36	100.0 %	\$62.98	100.0 %
Subject As If Stabilized (In 2021 Dollars)	\$186.96	121.9 %	\$90.98	144.5 %

The following table illustrates the subject property's annual ADR positioning relative to the competitive market in recent years.



**FIGURE 6-11 HISTORICAL ADR – MARKET AND SUBJECT PROPERTY**

Year	Areawide (Calendar Year)		Subject Property (Calendar Year)		
	Average Rate	Growth	Average Rate	Average Rate	Average Rate
				Growth	Penetration
2017	\$147.13	—	\$169.78	—	115.4 %
2018	153.54	4.4 %	187.48	10.4 %	122.1
2019	155.72	1.4	193.37	3.1	124.2
2020	121.95	-21.7	145.23	-24.9	119.1
2021	153.36	25.8	162.69	12.0	106.1

The Bluff Dwellings Resort & Spa achieved the highest estimated average rate in the local competitive market, by a significant margin, because of the property's new facility and upscale offering. Other important rate aspects of this market include the heavy reliance on tourism and the significant seasonality. Furthermore, property size, proximity to demand generators, and mix of business all contribute to ADR levels. The subject resort's historical rate reflects the resort's positioning as self-contained resort property, as well as the larger guestroom offering and portion of lower-rated tour, wholesale, and group demand. This rate level is considered appropriate for this market given the resort's variety of lodging offerings and ancillary facilities, which support the operation and provide ample amenities for guests to enjoy, as well as its varied condition.

Market-wide rates steadily increased between 2017 and 2019, before decreasing in 2020 because of the COVID-19 pandemic. In 2021, a strong increase in transient travelers and a sharp reduction in tour group and wholesale demand resulted in a significant increase in ADR. We note that group demand is typically lower rated; thus, the increase in transient demand supplemented some lost group demand and resulted in a much higher ADR. ADR is forecast to increase above the rate of inflation in the first projection year, driven in part by the change in demand segmentation and the pent-up demand for outdoor-oriented areas such as Monument Valley. In the second projection year, this competitive market should experience more modest ADR growth, with ADR increases pacing lower than the forecasted rate of inflation, assuming that group demand has fully returned to typical levels (suppressing ADRs in the market) and transient demand normalizes.

Similar to the market's and the subject hotel's occupancy projections, we have evaluated ADR on a monthly basis, specifically considering the recovery from the nadir of occupancy and ADR in the spring and summer of 2020. Based on these considerations, the following table illustrates the projected average rates and the growth rates assumed. Note that our forecast of income and expense, which follows



later in this report, assumes an underlying inflation rate of 5.0% in the first year following the base year, and a 3.0% annual rate of growth thereafter.

**FIGURE 6-12 ADR FORECAST – MARKET AND SUBJECT PROPERTY (EXCL. RV PARK & CAMPGROUND)**

Year	Areawide (Calendar Year)			Subject Property (Calendar Year)			
	Occupancy	Average Rate Growth	Average Rate	Occupancy	Average Rate Growth	Average Rate	Average Rate Penetration
<i>Historical</i>							
2019	61.6 %	—	\$155.72	72.0 %	—	\$193.37	124.2 %
2020	33.9	-21.7 %	121.95	18.0	-24.9 %	145.23	119.1
2021	41.1	25.8	153.36	36.0	12.0	162.69	106.1
<i>Projected</i>							
2022	48.3	8.0 %	165.62	54.0	15.0 %	187.10	113.0
2023	57.8	2.0	168.94	69.0	8.5	203.00	120.2
2024	60.1	3.0	174.00	72.0	4.5	212.13	121.9
2025	59.9	3.0	179.22	71.0	3.0	218.50	121.9
2026	60.5	3.0	184.60	71.0	3.0	225.05	121.9

As shown above, the subject resort's average rate is projected to improve by 15% in 2022. The subject resort's room rate is expected to follow a trend similar to that of the market, increasing in the first projection year, with the resort's ADR penetration level increasing by the stabilized year. The subject resort's ADR is forecast to notably recover in the first projection year, as both occupancy and ADR have lagged the recovery in the market given the reliance on tours that were more limited than other demand generators throughout 2021. We note that the varied condition of the facility, with some aspects of the property being in excellent condition and others in good condition, will restrict ADR growth going forward. Furthermore, in order to reach the projected occupancy levels, the subject resort is anticipated to capture additional lower-rated tour, group, and wholesale demand, as this demand fully returns to the market. The seasonality of the market is another key factor that affects occupancy and ADR levels. Moreover, the planned opening of the proposed 80-room resort at the subject property will likely limit management's ability to achieve peak rates. Anticipated future economic strength, as well as the subject resort's reputation as a tourism destination, should support longer-term rate improvements for the subject resort.

The following tables provide a comparison of the historical performance and forecasts for the subject property (excluding the RV Park and Campground units) and competitive set on a calendar-year basis.

**FIGURE 6-13 COMPARISON OF HISTORICAL AND PROJECTED OCCUPANCY, ADR, AND REVPAR – SUBJECT PROPERTY (EXCL. RV PARK) AND MARKET**

	Historical					Projected						
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
Gouldings Lodge												
Occupancy	72.7 %	74.3 %	72.2 %	18.3 %	35.6 %	53.9 %	69.0 %	71.8 %	71.4 %	70.8 %	70.5 %	
Change in Points	—	1.6	(2.1)	(53.8)	17.2	18.3	15.1	2.8	(0.4)	(0.7)	(0.2)	
Occupancy Penetration	119.1	119.3 %	117.2 %	54.1 %	86.6 %	111.5 %	119.3 %	119.4 %	119.2 %	116.9 %	115.5 %	
Average Rate	\$169.78	\$187.48	\$193.37	\$145.23	\$162.69	\$187.10	\$203.00	\$212.13	\$218.50	\$225.05	\$231.80	
Change	—	10.4	3.1 %	(24.9) %	12.0 %	15.0 %	8.5 %	4.5 %	3.0 %	3.0 %	3.0 %	
Average Rate Penetration	115.4	122.1 %	124.2 %	119.1 %	106.1 %	113.0 %	120.2 %	121.9 %	121.9 %	121.9 %	121.9 %	
RevPAR	\$123.44	\$139.29	\$139.59	\$26.64	\$57.86	\$100.85	\$140.13	\$152.41	\$156.10	\$159.23	\$163.47	
Change	—	12.8	0.2 %	(80.9) %	117.2 %	74.3 %	39.0 %	8.8 %	2.4 %	2.0 %	2.7 %	
RevPAR Penetration	137.4	145.6 %	145.6 %	64.4 %	91.9 %	126.0 %	143.4 %	145.6 %	145.4 %	142.5 %	140.8 %	
Monument Valley Submarket												
Occupancy	61.1 %	62.3 %	61.6 %	33.9 %	41.1 %	48.3 %	57.8 %	60.1 %	59.9 %	60.5 %	61.1 %	
Change in Points	—	1.2	(0.7)	(27.7)	7.2	7.3	9.5	2.3	(0.2)	0.6	0.5	
Average Rate	\$147.13	\$153.54	\$155.72	\$121.95	\$153.36	\$165.62	\$168.94	\$174.00	\$179.22	\$184.60	\$190.14	
Change	—	4.4 %	1.4 %	(21.7) %	25.8 %	8.0 %	2.0 %	3.0 %	3.0 %	3.0 %	3.0 %	
RevPAR	\$89.85	\$95.64	\$95.88	\$41.34	\$62.98	\$80.06	\$97.72	\$104.66	\$107.39	\$111.75	\$116.11	
Change	—	6.4 %	0.3 %	(56.9) %	52.4 %	27.1 %	22.1 %	7.1 %	2.6 %	4.1 %	3.9 %	



The following occupancies and average rates will be used to project the subject hotel's rooms revenue. This forecast, which begins on April 1, 2022, has been fiscalized as appropriate to correspond with our financial projections.

**FIGURE 6-14 FORECAST OF OCCUPANCY AND AVERAGE RATE**

Year	Occupancy	Average Rate	RevPAR
2022/23	58 %	\$191.02	\$110.79
2023/24	70	205.25	143.68
2024/25	72	213.70	153.87
2025/26	71	220.11	156.28
2026/27	71	226.72	160.97



## 7. Highest and Best Use

The concept of highest and best use is a fundamental element in the determination of value of real property, either as if vacant or as improved. USPAP requires that a property's highest and best use be analyzed. Only if the current improvements do not reflect the highest and best use of the property does the highest and best use of the site "as if" vacant need to be considered.

Highest and best use is defined as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.<sup>10</sup>

### As If Vacant

The subject site enjoys a favorable location near a national monument and is of an appropriate size to support any number of resort, recreational, or tourism-related projects. Additionally, the zoning designation allows for a variety of uses. However, the recovery from the pandemic is ongoing, construction costs are at record levels, and financing costs are increasing and provided on a more limited basis. As such, more research to the timing and composition of the future use would be required.

### As Improved

The subject resort represents a viable enterprise that historically generated a positive EBITDA Less Replacement Reserve prior to the COVID-19 pandemic. Profitability is expected to increase going forward as EBITDA Less Replacement Reserve levels recover. Accordingly, the property is anticipated to generate a sufficient return to the land over the long term to continue to support its current use as an operating resort. It is our opinion that the highest and best use of the subject property is its continued use as a self-contained, full-service resort.

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<sup>10</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).



## 8. Approaches to Value

In appraising real estate for market value, three approaches to value are considered: income capitalization, cost, and sales comparison. Basic summaries of each approach are provided as follows; please refer to the introduction of each respective chapter for additional description.

### **Income Capitalization Approach**

The income capitalization approach analyzes a property's ability to generate financial returns as an investment. The appraisal estimates a property's operating cash flow, and the result is utilized in a direct capitalization technique and a discounted cash flow (DCF) analysis. The income capitalization approach is often selected as the preferred valuation method for operating properties because it most closely reflects the investment rationale of knowledgeable buyers.

### **Sales Comparison Approach**

The sales comparison approach estimates the value of a property by comparing it to similar properties sold on the open market. To obtain a supportable estimate of value, the sales price of a comparable property must be adjusted to reflect any dissimilarity between it and the property being appraised. The sales comparison approach is most useful in the case of simple forms of real estate such as vacant land and single-family homes, where the properties are homogeneous, and the adjustments are few and relatively simple to compute. In the case of complex investments such as hotels, where the adjustments are numerous and more difficult to quantify, the sales comparison approach loses much of its reliability. For the subject property and remote resorts with complex and varied revenues sources, the sales comparison approach is not considered reliable given the degree and number of adjustments required.

### **Cost Approach**

The cost approach estimates market value by computing the cost of replacing the property and subtracting any depreciation resulting from physical deterioration, functional obsolescence, and external (or economic) obsolescence. The value of the land, as if vacant and available, is then added to the depreciated value of the improvements for a total value estimate. The cost approach is most reliable for estimating the value of new properties; however, as the improvements deteriorate and as market conditions change, the resultant loss in value becomes increasingly difficult to quantify accurately. Moreover, our experience with hotel investors shows that this group of buyers and sellers relies upon the methods of the income approach when making decisions; the cost approach generally does not play a significant role in determining the purchase price. However, investors may consider the replacement cost of an asset in making their purchase and pricing decisions, as



the opportunity to acquire a property for below replacement cost can enhance the appeal of a potential acquisition.

### **Reconciliation**

The final step in the valuation process is the reconciliation and correlation of the value indications. Factors that are considered in assessing the reliability of each approach include the purpose of the appraisal, the nature of the subject property, and the reliability of the data used. In the reconciliation, the applicability and supportability of each approach are considered, and the range of value indications is examined. The most significant weight is given to the approach that produces the most reliable solution and most closely reflects the criteria used by typical investors.





## 9. Income Capitalization Approach

The income capitalization approach is based on the principle that the value of a property is indicated by its net return, known as the present worth of future benefits. The future benefits of income-producing properties, such as hotels and remote resorts, are net income before debt service and depreciation (as estimated by a forecast of income and expense) and any anticipated reversionary proceeds from a sale. These future benefits can be converted into an indication of market value through a capitalization process and discounted cash flow (DCF) analysis.

### Methodology

Using the income capitalization approach, the subject property has been valued by analyzing the local market for transient accommodations, examining existing and proposed competition, and developing a forecast of income and expense that reflects current and anticipated income trends and cost components through a stabilized year of operation.

The forecast of income and expense is expressed in current dollars for each year. The stabilized year is intended to reflect the anticipated operating results of the property over its remaining economic life given any or all applicable stages of build-up, plateau, and decline in the life cycle of the hotel. Thus, income and expense estimates from the stabilized year forward exclude from consideration any abnormal relationship between supply and demand, as well as any nonrecurring conditions that may result in unusual revenues or expenses. The stabilized year's net income<sup>11</sup> is then extended into an eleven-year forecast of income and expense by applying the assumed underlying inflation rate to each revenue and expense item from the stabilized year forward, unless otherwise noted.

The eleven-year forecast of net income forms the basis of a ten-year, unlevered DCF analysis, where ten years of net income and the reversionary value derived from the capitalized eleventh year's net income are discounted back to the date of value and summed to derive an estimate of market value. The application of an overall discount rate to a property's cash flow inherently reflects the cost of debt and equity prevalent in the marketplace. It is called an unlevered DCF because it does not explicitly consider the cost and leverage of debt financing (i.e., it is applied to cash flow before debt service and return on owner's equity). The ten-year period is utilized to be consistent with assumptions employed in the evaluation of other real estate asset classes and facilitates comparison of rates of return. The forecasted

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<sup>11</sup> Net income is equivalent to EBITDA Less Replacement Reserves.



income streams reflect the future benefits of owning specific rights in income-producing real estate.

#### **Review of Operating History**

Because the subject property is an existing resort with an established operating performance, its historical income and expense experience can serve as a basis for projections. The following income and expense statements were provided by current ownership. We have reorganized the statements in accordance with the Uniform System of Accounts for the Lodging Industry (USALI). However, the cost of sales and payroll expenses were not allocated to each department for 2020 and earlier; as such, we utilized the 2021 data and industry metrics to allocate these historical expenses, as the more-detailed accounting and allocations to revenues sources in 2021 were considered the most reliable.



**FIGURE 9-1 HISTORICAL OPERATING PERFORMANCE**

	2021 Calendar Year				2020 Calendar Year			
Number of Rooms:	152				152			
Monument Valley Visitors:					17,249			
Paid Occupied Rooms:	19,730				10,177			
Days Open:	365				365			
Total Occupancy:	35.6%				18.3%			
Average Rate:	\$162.69	Percentage	Amount per	per Paid	\$145.23	Percentage	Amount per	per Paid
RevPAR:	\$57.86	of Revenue	Available	Occupied	\$26.64	of Revenue	Available	Occupied
			Room	Room			Room	Room
<b>OPERATING REVENUE</b>								
Rooms	\$3,210	20.5 %	\$21,118	\$162.69	\$1,478	14.1 %	\$9,724	\$145.23
Food & Beverage	1,659	10.6	10,917	84.11	491	4.7	3,227	48.20
Other Operated Departments	62	0.4	411	3.17	55	0.5	362	5.40
RV & Camping	606	3.9	3,985	30.70	320	3.1	2,107	31.47
Tours	1,093	7.0	7,189	55.38	295	2.8	1,944	29.04
Gift Shop	749	4.8	4,930	37.98	434	4.1	2,856	42.65
Grocery Store	5,142	32.8	33,828	260.61	4,990	47.7	32,832	490.37
Gas Station	2,975	19.0	19,575	150.81	2,294	21.9	15,091	225.40
Miscellaneous Income	164	1.1	1,082	8.33	106	1.0	698	10.42
Total Operating Revenue	15,661	100.0	103,035	793.78	10,464	100.0	68,841	1,028.18
<b>DEPARTMENTAL EXPENSES*</b>								
Rooms	959	29.9	6,312	48.63	842	57.0	5,541	82.75
Food & Beverage	950	57.3	6,251	48.16	467	95.2	3,071	45.86
Other Operated Departments	8	12.3	51	0.39	8	14.2	51	0.77
RV & Camping	82	13.6	542	4.18	57	17.9	377	5.63
Tours	488	44.6	3,208	24.72	260	87.8	1,708	25.50
Gift Shop	138	18.4	905	6.97	96	22.2	634	9.46
Grocery Store	3,911	76.1	25,732	198.24	3,879	77.7	25,520	381.16
Gas Station	2,649	89.0	17,426	134.25	2,069	90.2	13,611	203.29
Total	9,185	58.6	60,427	465.53	7,678	73.4	50,512	754.42
<b>DEPARTMENTAL INCOME</b>	<b>6,476</b>	<b>41.4</b>	<b>42,608</b>	<b>328.25</b>	<b>2,786</b>	<b>26.6</b>	<b>18,329</b>	<b>273.75</b>
<b>UNDISTRIBUTED OPERATING EXPENSES</b>								
Administrative & General	1,235	7.9	8,126	62.60	977	9.3	6,430	96.04
Info. and Telecom. Systems	182	1.2	1,197	9.22	48	0.5	314	4.69
Marketing	84	0.5	550	4.24	110	1.0	721	10.77
Prop. Operations & Maint.	903	5.8	5,938	45.75	934	8.9	6,146	91.80
Utilities	599	3.8	3,939	30.35	392	3.7	2,580	38.53
Total	3,002	19.2	19,750	152.15	2,461	23.5	16,191	241.82
<b>GROSS OPERATING PROFIT</b>	<b>3,474</b>	<b>22.2</b>	<b>22,858</b>	<b>176.10</b>	<b>325</b>	<b>3.1</b>	<b>2,138</b>	<b>31.93</b>
Management Fee	0	0.0	0	0.00	0	0.0	0	0.00
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	<b>3,474</b>	<b>22.2</b>	<b>22,858</b>	<b>176.10</b>	<b>325</b>	<b>3.1</b>	<b>2,138</b>	<b>31.93</b>
<b>NON-OPERATING INCOME AND EXPENSE</b>								
Property Taxes	247	1.6	1,623	12.50	246	2.3	1,617	24.16
Insurance	292	1.9	1,920	14.79	133	1.3	874	13.05
Rental Income	(14)	(0.1)	(95)	(0.73)	0	0.0	0	0.00
Land Lease	0	0.0	0	0.00	10	0.1	68	1.01
Equipment Lease	0	0.0	0	0.00	4	0.0	26	0.39
Total	524	3.3	3,447	26.56	393	3.8	2,585	38.61
<b>EBITDA</b>	<b>2,950</b>	<b>18.8</b>	<b>19,411</b>	<b>149.54</b>	<b>(68)</b>	<b>(0.6)</b>	<b>(447)</b>	<b>(6.68)</b>
Reserve for Replacement	0	0.0	0	0.00	0	0.0	0	0.00
<b>EBITDA LESS RESERVE</b>	<b>\$2,950</b>	<b>18.8 %</b>	<b>\$19,411</b>	<b>\$149.54</b>	<b>(\$68)</b>	<b>(0.6) %</b>	<b>(\$447)</b>	<b>(\$6.68)</b>

NOI adjusted to reflect a

3.0% mgmt fee and a 4.0% reserve

\$1,854 11.8 %

(\$800) (7.6) %

\*Departmental expenses are expressed as a percentage of departmental revenues.





**FIGURE 9-3 HISTORICAL TOTAL REVENUE, HOUSE PROFIT, AND EBITDA LESS REPLACEMENT RESERVE SUMMARY**

	Year	Total Revenue		House Profit		House Profit Ratio	EBITDA Less Replacement Reserve		
		Total	% Change	Total	% Change		Total	% Change	As a % of Ttl Rev
Historical	2017	\$22,955,000	—	\$7,023,000	—	30.6 %	\$5,070,000	—	22.1 %
	2018	23,867,000	4.0 %	7,240,000	3.1 %	30.3	5,419,000	6.9 %	22.7
	2019	24,382,000	2.2	7,244,000	0.1	29.7	4,970,000	(8.3)	20.4
	2020	10,464,000	(57.1)	325,000	(95.5)	3.1	(800,000)	(116.1)	(7.6)
	2021	15,661,000	49.7	3,474,000	968.9	22.2	1,854,000	331.8	11.8

In our review of the historical statements, revenues increased from 2017 through 2019. While the subject resort's EBITDA Less Replacement Reserve increased (as a dollar amount) during that period, profitability has decreased since peaking in 2018 because of higher undistributed operating expenses and/or the onset of the pandemic. More recently, EBITDA Less Replacement Reserve has begun to rebound concurrent with the ongoing recovery.

#### Comparable Operating Statements

In order to gauge the subject resort hotel's profitability, we have reviewed the following individual income and expense statements from comparable resorts, derived from our database of hotel income and expense statements. All financial data are presented according to the three most common measures of industry performance: ratio to sales (RTS), amounts per available room (PAR), and amounts per occupied room night (POR). Resorts with similar other revenue sources were selected when available; however, some components required individual comparable operating statements, which are shown within the departmental lines. These historical income and expense statements will be used as benchmarks in our forthcoming forecast of income and expense. The subject resort hotel's 2019 operating history has been included to facilitate a comparison. The subject's stabilized statement of income and expense, deflated to 2019 dollars, is also presented.



**FIGURE 9-4 COMPARABLE OPERATING STATEMENTS: RATIO TO SALES**

	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Subject Stabilized \$
Year:	2019	2019	2019	2019	2019	2016	2019
Edition:	11	11	10	11	11	11	11
Number of Rooms:	152	260 to 330	260 to 330	60 to 80	310 to 390	160 to 210	152
Days Open:	365	365	365	365	365	365	365
Occupancy:	72.2%	77%	72%	62%	73%	58%	71%
Average Rate:	\$193.37	\$212	\$166	\$204	\$148	\$221	\$185
RevPAR:	\$139.59	\$163	\$119	\$127	\$108	\$129	\$131
<b>REVENUE</b>							
Rooms	31.8 %	51.5 %	43.0 %	33.0 %	23.1 %	44.1 %	29.5 %
Food & Beverage	11.4	26.2	17.5	40.5	30.1	36.2	12.1
Other Operated Departments	55.3	21.2	38.2	25.9	41.5	18.4	56.9
Miscellaneous Income	1.5	1.1	1.3	0.6	5.3	1.3	1.5
Total	100.0	100.0	100.0	100.0	100.0	100.0	100.0
<b>DEPARTMENTAL EXPENSES*</b>							
Rooms	28.1	22.8	29.4	21.7	37.1	29.9	26.3
Food & Beverage	91.3	82.1	65.5	62.0	75.5	77.7	81.3
Other Operated Departments	64.1	56.3	63.1	58.8	51.7	37.1	62.7
Total	54.8	45.1	48.2	47.5	52.7	48.1	53.3
<b>DEPARTMENTAL INCOME</b>	45.2	54.9	51.8	52.5	47.3	51.9	46.8
<b>UNDISTRIBUTED OPERATING EXPENSES</b>							
Administrative & General	7.0	9.2	6.7	12.2	7.1	7.3	7.2
Info. and Telecom. Systems	0.2	1.4	0.0	0.1	1.7	1.2	0.8
Marketing	0.5	5.8	6.7	4.6	6.7	3.6	2.4
Property Operations & Maintenance	5.8	11.0	1.5	7.3	7.0	5.2	6.0
Utilities	1.9	4.1	2.6	2.7	2.8	1.9	1.9
Total	15.5	31.5	17.6	27.0	25.4	19.2	18.3
<b>GROSS OPERATING PROFIT</b>	29.7	23.4	34.2	25.5	21.9	32.7	28.5
Management Fee	0.0	0.0	0.0	0.0	2.4	3.2	3.0
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	29.7	23.4	34.2	25.5	19.5	29.5	25.5

\* Departmental expense ratios are expressed as a percentage of departmental revenues



**FIGURE 9-5 COMPARABLE OPERATING STATEMENTS: AMOUNTS PER AVAILABLE ROOM**

	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Subject Stabilized \$
Year:	2019	2019	2019	2019	2019	2016	2019
Edition:	11	11	10	11	11	11	11
Number of Rooms:	152	260 to 330	260 to 330	60 to 80	310 to 390	160 to 210	152
Days Open:	365	365	365	365	365	365	365
Occupancy:	72.2%	77%	72%	62%	73%	58%	71%
Average Rate:	\$193.37	\$212	\$166	\$204	\$148	\$221	\$185
RevPAR:	\$139.59	\$163	\$119	\$127	\$108	\$129	\$131
<b>REVENUE</b>							
Rooms	\$50,949	\$59,512	\$43,305	\$46,472	\$39,445	\$47,146	\$47,831
Food & Beverage	18,352	30,240	17,584	57,013	51,231	38,675	19,632
Other Operated Departments	88,737	24,536	38,394	36,515	70,807	19,666	92,133
Miscellaneous Income	2,368	1,323	1,324	818	8,957	1,346	2,445
Total	160,406	115,611	100,607	140,817	170,441	106,833	162,041
<b>DEPARTMENTAL EXPENSES</b>							
Rooms	14,296	13,547	12,750	10,090	14,621	14,103	12,564
Food & Beverage	16,750	24,813	11,514	35,334	38,659	30,034	15,958
Other Operated Departments	56,861	13,817	24,225	21,459	36,612	7,287	57,764
Total	87,907	52,177	48,489	66,883	89,892	51,424	86,286
<b>DEPARTMENTAL INCOME</b>	72,499	63,433	52,118	73,933	80,549	55,409	75,755
<b>UNDISTRIBUTED OPERATING EXPENSES</b>							
Administrative & General	11,257	10,582	6,767	17,202	12,165	7,838	11,590
Info. and Telecom. Systems	310	1,620	0	157	2,839	1,266	1,349
Marketing	865	6,742	6,741	6,529	11,463	3,817	3,876
Property Operations & Maintenance	9,373	12,752	1,549	10,344	11,980	5,521	9,649
Utilities	3,037	4,740	2,644	3,784	4,839	2,077	3,126
Total	24,842	36,435	17,701	38,016	43,286	20,520	29,590
<b>GROSS OPERATING PROFIT</b>	47,657	26,998	34,417	35,917	37,263	34,889	46,164
Management Fee	0	0	0	0	4,099	3,400	4,861
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	47,657	26,998	34,417	35,917	33,164	31,490	41,303



**FIGURE 9-6 COMPARABLE OPERATING STATEMENTS: AMOUNTS PER OCCUPIED ROOM**

	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Subject Stabilized \$
Year:	2019	2019	2019	2019	2019	2016	2019
Edition:	11	11	10	11	11	11	11
Number of Rooms:	152	260 to 330	260 to 330	60 to 80	310 to 390	160 to 210	152
Days Open:	365	365	365	365	365	365	365
Occupancy:	72.2%	77%	72%	62%	73%	58%	71%
Average Rate:	\$193.37	\$212	\$166	\$204	\$148	\$221	\$185
RevPAR:	\$139.59	\$163	\$119	\$127	\$108	\$129	\$131
<b>REVENUE</b>							
Rooms	\$193.37	\$211.89	\$165.89	\$203.99	\$147.52	\$220.87	\$184.57
Food & Beverage	69.65	107.67	67.36	250.26	191.60	181.18	75.76
Other Operated Departments	336.79	87.36	147.08	160.28	264.81	92.13	355.52
Miscellaneous Income	8.99	4.71	5.07	3.59	33.50	6.30	9.43
Total	608.80	411.64	385.39	618.13	637.43	500.48	625.28
<b>DEPARTMENTAL EXPENSES</b>							
Rooms	54.26	48.24	48.84	44.29	54.68	66.07	48.48
Food & Beverage	63.57	88.35	44.11	155.10	144.58	140.70	61.58
Other Operated Departments	215.81	49.20	92.80	94.20	136.92	34.14	222.90
Total	333.64	185.78	185.75	293.59	336.18	240.90	332.96
<b>DEPARTMENTAL INCOME</b>	<b>275.16</b>	<b>225.86</b>	<b>199.65</b>	<b>324.54</b>	<b>301.24</b>	<b>259.57</b>	<b>292.32</b>
<b>UNDISTRIBUTED OPERATING EXPENSES</b>							
Administrative & General	42.73	37.68	25.92	75.51	45.50	36.72	44.72
Info. and Telecom. Systems	1.18	5.77	0.00	0.69	10.62	5.93	5.21
Marketing	3.28	24.00	25.82	28.66	42.87	17.88	14.96
Property Operations & Maintenance	35.57	45.41	5.93	45.41	44.80	25.86	37.24
Utilities	11.52	16.88	10.13	16.61	18.10	9.73	12.06
Total	94.29	129.73	67.81	166.88	161.89	96.13	114.18
<b>GROSS OPERATING PROFIT</b>	<b>180.87</b>	<b>96.13</b>	<b>131.84</b>	<b>157.66</b>	<b>139.36</b>	<b>163.45</b>	<b>178.14</b>
Management Fee	0.00	0.00	0.00	0.00	15.33	15.93	18.76
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	<b>180.87</b>	<b>96.13</b>	<b>131.84</b>	<b>157.66</b>	<b>124.03</b>	<b>147.52</b>	<b>159.38</b>

The departmental income for the comparable statements ranged from 47.3% to 54.9% of total revenue. The 2019 departmental income ratio of 45.2% for the subject property falls below this range, primarily due to the high expense ratio and low departmental contribution from the gas/service station and grocery store, as they primarily serve as supporting facilities for guests, employees, and the local community in order to facilitate the operation of the resort. The comparable properties achieved a gross operating profit ranging from 21.9% to 34.2% of total revenue. The 2019 gross operating profit percentage of 29.7% of total revenue for the subject property is within this range. We will refer to the comparable operating data in our discussion of each line item, which follows later in this section of the report.





### **Fixed and Variable Component Analysis**

HVS uses a fixed and variable component model to project a lodging facility's revenue and expense levels. This model is based on the premise that hotel revenues and expenses have one component that is fixed and another that varies directly with occupancy and facility usage. A projection can be made by taking a known level of revenue or expense and calculating its fixed and variable components. The fixed component is then increased in tandem with the underlying rate of inflation, while the variable component is adjusted for a specific measure of volume such as total revenue.

The actual forecast is derived by adjusting each year's revenue and expense by the amount fixed (the fixed expense multiplied by the inflated base-year amount) plus the variable amount (the variable expense multiplied by the inflated base-year amount) multiplied by the ratio of the projection year's occupancy to the base-year occupancy (in the case of departmental revenue and expense) or the ratio of the projection year's revenue to the base year's revenue (in the case of undistributed operating expenses). Fixed expenses remain fixed, increasing only with inflation. Our discussion of the revenue and expense forecast in this report is based upon the output derived from the fixed and variable model. This forecast of revenue and expense is accomplished through a systematic approach, following the format of the USALI. Each category of revenue and expense is estimated separately and combined at the end in the final statement of income and expense.



## Inflation and Appreciation Assumptions

In consideration of the trends in the Consumer Price Index (CPI), inflation factors that directly influence lodging properties, projections set forth by economists surveyed, and the Federal Reserve's target inflation rate, we have applied the underlying inflation rates as reflected in the following table.

**FIGURE 9-7 INFLATION ASSUMPTIONS**

Timeframe	Rate of Inflation Assumed
2019 to 2020	1.0 %
2020 to 2021	6.0
2021 to 2022	5.0
2022 to 2023	3.0
2023 to 2024	3.0

Beyond the illustrated year, we have applied a 3.0% annual rate of growth to income and expenses to reflect the longer-term expectation of asset appreciation by typical investors. This position is based on interviews with numerous market participants indicating a distinction in the expectations of near-term cost inflation (i.e., related to labor and supplies) versus long-term income growth that drives appreciation. Any exceptions to the application of the assumed underlying inflation and EBITDA Less Replacement Reserve growth rates are discussed in our write-up of individual income and expense items.

## Forecast of Revenue and Expense

Based on an analysis that will be detailed throughout this section, we have formulated a forecast of revenue and expense. The following table presents a forecast through the first several projection years, including amounts per available room and per occupied room. The second table illustrates our ten-year forecast of income and expense, presented with a lesser degree of detail. The forecasts pertain to years that begin on April 1, 2022, expressed in inflated dollars for each year.

**FIGURE 9-8 FORECAST OF REVENUE AND EXPENSE AND TRAILING-12-MONTH OPERATING HISTORY**

	Historical Operating Results											
	2019 Calendar Year			2021 Calendar Year			2022/23			2023/24		
Number of Rooms:	152	152	152	152	152	152	152	152	152	152	152	152
Occupancy (Paid Rooms):	71%	71%	71%	71%	71%	71%	71%	71%	71%	71%	71%	71%
Average Rate:	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37	\$193.37
RevPAR:	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59	\$139.59
Days Open:	365	365	365	365	365	365	365	365	365	365	365	365
Occupied Rooms (Paid):	40,049	40,049	40,049	40,049	40,049	40,049	40,049	40,049	40,049	40,049	40,049	40,049
OPERATING REVENUE												
Rooms	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744	\$7,744
Food & Beverage	2,789	2,789	2,789	2,789	2,789	2,789	2,789	2,789	2,789	2,789	2,789	2,789
Other Operating Departments	141	141	141	141	141	141	141	141	141	141	141	141
RV & Camping	952	952	952	952	952	952	952	952	952	952	952	952
Tours	2,823	2,823	2,823	2,823	2,823	2,823	2,823	2,823	2,823	2,823	2,823	2,823
Gift Shop	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196
Grocery Store	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655
Gas Station	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720
Miscellaneous Income	360	360	360	360	360	360	360	360	360	360	360	360
Total Operating Revenues	24,382	24,382	24,382	24,382	24,382	24,382	24,382	24,382	24,382	24,382	24,382	24,382
DEPARTMENTAL EXPENSES*												
Rooms	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173
Food & Beverage	2,546	2,546	2,546	2,546	2,546	2,546	2,546	2,546	2,546	2,546	2,546	2,546
Other Operating Departments	18	18	18	18	18	18	18	18	18	18	18	18
RV & Camping	139	139	139	139	139	139	139	139	139	139	139	139
Tours	912	912	912	912	912	912	912	912	912	912	912	912
Gift Shop	306	306	306	306	306	306	306	306	306	306	306	306
Grocery Store	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858
Gas Station	3,409	3,409	3,409	3,409	3,409	3,409	3,409	3,409	3,409	3,409	3,409	3,409
Total	13,362	13,362	13,362	13,362	13,362	13,362	13,362	13,362	13,362	13,362	13,362	13,362
DEPARTMENTAL INCOME	11,020	11,020	11,020	11,020	11,020	11,020	11,020	11,020	11,020	11,020	11,020	11,020
UNDISTRIBUTED OPERATING EXPENSES												
Administrative & General	1,711	1,711	1,711	1,711	1,711	1,711	1,711	1,711	1,711	1,711	1,711	1,711
Info. and Telecom. Systems	47	47	47	47	47	47	47	47	47	47	47	47
Marketing	131	131	131	131	131	131	131	131	131	131	131	131
Prop. Operations & Maint.	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425
Utilities	462	462	462	462	462	462	462	462	462	462	462	462
Total	3,776	3,776	3,776	3,776	3,776	3,776	3,776	3,776	3,776	3,776	3,776	3,776
GROSS OPERATING PROFIT	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244
Management Fee	0	0	0	0	0	0	0	0	0	0	0	0
INCOME BEFORE NON-OPER. INC. & EXP.	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244	7,244
NON-OPERATING INCOME AND EXPENSE												
Property Taxes	364	364	364	364	364	364	364	364	364	364	364	364
Insurance	107	107	107	107	107	107	107	107	107	107	107	107
Rental Income	0	0	0	0	0	0	0	0	0	0	0	0
Land Lease	96	96	96	96	96	96	96	96	96	96	96	96
Equipment Lease	0	0	0	0	0	0	0	0	0	0	0	0
Total	567	567	567	567	567	567	567	567	567	567	567	567
EBITDA	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676
Reserve for Replacement	0	0	0	0	0	0	0	0	0	0	0	0
EBITDA LESS RESERVE	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676	6,676

\*Departmental expenses are expressed as a percentage of departmental revenues.

NOI adjusted to reflect a 3.0% mgmt fee and a 4.0% reserve \$1,854 11.8 %

**FIGURE 9-9 TEN-YEAR FORECAST OF REVENUE AND EXPENSE**

	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
<b>Number of Rooms:</b>	152	152	152	152	152	152	152	152	152	152
<b>Occupied Rooms:</b>	32,178	38,836	39,946	39,391	39,391	39,391	39,391	39,391	39,391	39,391
<b>Occupancy:</b>	58%	70%	72%	71%	71%	71%	71%	71%	71%	71%
<b>Average Rate:</b>	\$191.02	\$205.25	\$213.70	\$220.11	\$226.72	\$233.52	\$240.52	\$247.74	\$255.17	\$262.83
<b>Rev/PAR:</b>	\$110.79	\$143.68	\$153.87	\$156.28	\$160.97	\$165.80	\$170.77	\$175.90	\$181.17	\$186.51
<b>OPERATING REVENUE</b>										
Rooms	\$6,147	\$7,971	\$8,536	\$8,670	\$8,931	\$9,198	\$9,474	\$9,759	\$10,051	\$10,353
Food & Beverage	2,482	3,319	3,491	3,559	3,666	3,776	3,889	4,005	4,126	4,249
Other Operated Departments	136	163	170	174	179	185	190	196	202	208
RV & Camping	825	1,017	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,468
Tours	2,106	2,937	3,390	3,477	3,581	3,688	3,799	3,913	4,030	4,151
Gift Shop	1,274	1,382	1,436	1,472	1,517	1,562	1,609	1,657	1,707	1,758
Grocery Store	5,220	5,422	5,592	5,756	5,928	6,106	6,290	6,478	6,673	6,873
Gas Station	4,089	4,320	4,468	4,592	4,730	4,872	5,018	5,169	5,324	5,484
Miscellaneous Income	384	416	432	443	456	470	484	499	514	529
<b>Total Operating Revenue</b>	<b>22,663</b>	<b>26,947</b>	<b>28,708</b>	<b>29,373</b>	<b>30,255</b>	<b>31,162</b>	<b>32,097</b>	<b>33,061</b>	<b>34,052</b>	<b>35,074</b>
<b>DEPARTMENTAL EXPENSES*</b>										
Rooms	1,692	2,092	2,224	2,278	2,346	2,416	2,489	2,563	2,640	2,720
Food & Beverage	1,907	2,714	2,822	2,893	2,980	3,069	3,161	3,256	3,354	3,454
Other Operated Departments	17	22	22	23	24	24	25	26	26	27
RV & Camping	119	144	151	158	165	172	180	188	196	204
Tours	917	1,029	1,095	1,127	1,160	1,195	1,231	1,268	1,306	1,345
Gift Shop	340	356	368	378	390	401	413	426	438	452
Grocery Store	4,209	4,390	4,523	4,658	4,798	4,942	5,090	5,243	5,400	5,562
Gas Station	3,647	3,862	3,983	4,100	4,223	4,350	4,480	4,615	4,753	4,896
<b>Total</b>	<b>12,858</b>	<b>14,616</b>	<b>15,217</b>	<b>15,641</b>	<b>16,111</b>	<b>16,594</b>	<b>17,092</b>	<b>17,605</b>	<b>18,133</b>	<b>18,677</b>
<b>DEPARTMENTAL INCOME</b>	<b>9,805</b>	<b>12,331</b>	<b>13,492</b>	<b>13,732</b>	<b>14,145</b>	<b>14,568</b>	<b>15,005</b>	<b>15,456</b>	<b>15,919</b>	<b>16,397</b>
<b>UNDISTRIBUTED OPERATING EXPENSES</b>										
Administrative & General	1,850	1,967	2,043	2,101	2,164	2,229	2,296	2,365	2,436	2,509
Info. and Telecom. Systems	215	229	238	245	252	259	267	275	283	292
Marketing	619	658	683	703	724	745	768	791	815	839
Prop. Operations & Maint.	1,540	1,638	1,701	1,749	1,802	1,856	1,911	1,969	2,028	2,089
Utilities	499	531	551	567	584	601	619	638	657	677
<b>Total</b>	<b>4,723</b>	<b>5,023</b>	<b>5,216</b>	<b>5,364</b>	<b>5,525</b>	<b>5,691</b>	<b>5,861</b>	<b>6,037</b>	<b>6,218</b>	<b>6,405</b>
<b>GROSS OPERATING PROFIT</b>	<b>5,082</b>	<b>7,308</b>	<b>8,275</b>	<b>8,368</b>	<b>8,620</b>	<b>8,878</b>	<b>9,144</b>	<b>9,419</b>	<b>9,701</b>	<b>9,992</b>
<b>Management Fee</b>	<b>680</b>	<b>808</b>	<b>861</b>	<b>881</b>	<b>908</b>	<b>935</b>	<b>963</b>	<b>992</b>	<b>1,022</b>	<b>1,052</b>
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	<b>4,402</b>	<b>6,500</b>	<b>7,414</b>	<b>7,487</b>	<b>7,712</b>	<b>7,943</b>	<b>8,181</b>	<b>8,427</b>	<b>8,679</b>	<b>8,940</b>
<b>NON-OPERATING INCOME AND EXPENSE</b>										
Property Taxes	347	357	368	379	390	402	414	426	439	452
Insurance	251	258	266	274	282	290	299	308	317	327
Rental Income	(16)	(17)	(17)	(18)	(18)	(19)	(20)	(20)	(21)	(21)
Land Lease	109	112	116	119	123	126	130	134	138	142
<b>Total</b>	<b>690</b>	<b>732</b>	<b>754</b>	<b>754</b>	<b>776</b>	<b>790</b>	<b>804</b>	<b>818</b>	<b>832</b>	<b>846</b>
<b>EBITDA</b>	<b>3,713</b>	<b>5,769</b>	<b>6,662</b>	<b>6,733</b>	<b>6,936</b>	<b>7,143</b>	<b>7,357</b>	<b>7,579</b>	<b>7,805</b>	<b>8,040</b>
<b>Reserve for Replacement</b>	<b>907</b>	<b>1,078</b>	<b>1,148</b>	<b>1,175</b>	<b>1,210</b>	<b>1,246</b>	<b>1,284</b>	<b>1,322</b>	<b>1,362</b>	<b>1,403</b>
<b>EBITDA LESS RESERVE</b>	<b>\$2,806</b>	<b>\$4,691</b>	<b>\$5,514</b>	<b>\$5,558</b>	<b>\$5,726</b>	<b>\$5,897</b>	<b>\$6,073</b>	<b>\$6,256</b>	<b>\$6,443</b>	<b>\$6,637</b>
<b>EBITDA LESS RESERVE</b>	<b>\$2,806</b>	<b>\$4,691</b>	<b>\$5,514</b>	<b>\$5,558</b>	<b>\$5,726</b>	<b>\$5,897</b>	<b>\$6,073</b>	<b>\$6,256</b>	<b>\$6,443</b>	<b>\$6,637</b>

\*Departmental expenses are expressed as a percentage of departmental revenues.



The following description sets forth the basis for the forecast of revenue and expense. Our forecasts reflect hotel operators' and investors' current outlooks for the market, with the expectation of a continued recovery; however, COVID variants and restrictions on international travel could affect the timing and pace of the ongoing recovery. Operators have responded with strong expense controls during a period of low occupancy to minimize the short-term impact on profitability; however, some cost controls have been limited by the increased cost of goods and staffing shortages that have resulted in higher wages and salaries. Furthermore, as occupancy and revenue levels recover, the investment market is anticipating that expenses will increase but remain well controlled, enhancing potential for improved profitability.

We anticipate that it will take four years for the subject property to reach a stabilized level of operation. Each revenue and expense item has been forecast based upon our review of the subject property's operating history, operating budget, and comparable revenue and expense statements. The forecast begins on April 1, 2022, expressed in inflated dollars for each year.

#### **Rooms Revenue**

Rooms revenue is determined by two variables: occupancy and average rate (ADR). We projected occupancy and ADR in a previous section of this report, excluding the RV park and campground, which is detailed later in this chapter. The subject property is expected to stabilize at 71.0% with an average rate of \$220.11 in 2025/26. Following the stabilized year, the subject hotel's ADR is projected to increase along with the underlying rate of growth assigned to EBITDA Less Replacement Reserve.

#### **Food and Beverage Revenue**

In the case of the Goulding's Lodge, the outlet offerings (one restaurant, three exclusive cookout locations, and quick-service food and beverage outlets in the grocery store and service station;) serve as a source of revenue, as well as an amenity that assists in the sale of guestrooms. In addition to this offering, a private dining room supports the overall food and beverage operation. A more detailed analysis based on food and beverage as separate revenue sources, or outlet and banquet revenue was not possible given the limited detail in the historical financials. The subject resort's F&B operation is an important component of the overall resort. As demand levels increase at the resort and within the Monument Valley area, F&B revenues should improve. Furthermore, gains on a per-occupied-room basis are expected to continue going forward with higher prices and additional revenue sources.



**FIGURE 9-10 FOOD AND BEVERAGE REVENUE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
<b>Food &amp; Beverage Revenue</b>								
Percentage of Revenue	11.4 %	26.2 %	17.5 %	40.5 %	30.1 %	36.2 %	11.0 %	12.1 %
Per Available Room	\$18,352	\$30,240	\$17,584	\$57,013	\$51,231	\$38,675	\$16,330	\$19,632
Per Occupied Room	\$69.65	\$107.67	\$67.36	\$250.26	\$191.60	\$181.18	\$77.14	\$75.76

The subject resort's F&B revenue is reportedly driven by strong tour contribution, which is expected to remain a lower revenue contribution but still support the revenue generated by tours, the gift shop, and room rentals, among other revenue sources. Furthermore, the limited meeting and group demand for social and corporate events, as well as the number of F&B outlets, limits the POR contribution, particularly compared to the other resorts.

#### Other Operated Departments Revenue

According to the USALI, other operated departments include any major or minor operated department that carries expenses, aside from rooms and food and beverage (F&B). Revenues that are collected from guest laundry income, shower-usage charges at the RV park and campground, various merchandise and vending sales at the main lodge, and other various revenue streams are reflected in this line item. The comparable operating statements include all other operated departments versus the subject resort's minor other operated departments. As such, we have relied upon the subject property's historical operations.

**FIGURE 9-11 OTHER OPERATED DEPARTMENTS REVENUE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	0.6 %	21.2 %	38.2 %	25.9 %	41.5 %	18.4 %	0.6 %	0.6 %
Per Available Room	\$931	\$24,536	\$38,394	\$36,515	\$70,807	\$19,666	\$892	\$961
Per Occupied Room	\$3.53	\$87.36	\$147.08	\$160.28	\$264.81	\$92.13	\$4.22	\$3.71

#### RV & Camping Income

As noted previously, the subject resort features an RV park and campground, which includes 66 RV spots, 27 tent sites, 3 onsite cabins, and a home. Moreover, it is important to note that a new luxury home is located on this site; however, as of the date of our inspection, the home was not yet finished. Revenues within this line item are associated with cabin, RV site, and tent-site rentals, as well as cancellation fees related to the onsite cabins and RV and tent sites. The following table shows the historical departmental revenues and expenses. The second table presents competitive and comparable RV parks/campgrounds in the region, their facilities and amenities, seasonal offerings, and the published rack rates for RV sites; the



campground sites are roughly half of the RV sites at the subject property and at comparable operations.







As previously noted, the subject resort features an RV park and campground, which includes 66 RV spots, 27 tent sites, 3 onsite cabins, and a home. Moreover, it is important to note that a new luxury home is located on this site; however, as of the date of our inspection, the home was not yet finished. We have considered this new supply in our occupancy forecast. Historically, the RV park and campground maintained occupancy levels in the low- to mid-40s range, before declining in 2020 because of the effects of the COVID-19 pandemic and the corresponding restrictions on travel. Although occupancy declined, ADR increased slightly at that time. Thereafter, occupancy increased in 2021 as travel began to rebound and as road trips became a popular vacation choice, especially to rural markets located near major outdoor recreational areas, such as the subject market. The following table illustrates the historical occupancy, ADR, and RevPAR trends of the RV park and campground.

**FIGURE 9-15 RV PARK & CAMPGROUND – HISTORICAL TRENDS**

	Historical			
	2018	2019	2020	2021
RV, Tent, and Cabins Units	97	97	97	97
Occupancy	42.9 %	44.4 %	14.6 %	28.0 %
Change in Points	—	1.5	(29.8)	13.5
Average Rate	\$57.19	\$60.55	\$61.49	\$60.01
Change	—	5.9 %	1.6 %	(2.4) %
RevPAR	\$24.53	\$26.89	\$8.97	\$16.83
Change	—	9.6 %	(66.6) %	87.6 %
Revenue	\$868,471	\$952,071	\$317,649	\$595,872
Change	—	9.6 %	(66.6) %	87.6 %

We note that the RV park/campground is expected to follow a similar trend to that of the remaining hotel units, with occupancy increasing in the first projection year. Thereafter, occupancy is forecast to stabilize slightly above historical peak levels as the new luxury home is expected to induce demand; moreover, RV and tent-site offerings are anticipated to remain in high demand over the long term.

**FIGURE 9-14 COMPARISON OF HISTORICAL AND PROJECTED OCCUPANCY, ADR, AND REVPAR – SUBJECT RV PARK & CAMPGROUND**

	Historical					Projected					
	2018	2019	2020	2021		2022	2023	2024	2025	2026	2027
RV, Tent, and Cabins Units	97	97	97	97		97.5	98	98	98	98	98
Occupancy	42.9 %	44.4 %	14.6 %	28.0 %		35.0 %	40.0 %	45.0 %	45.0 %	45.0 %	45.0 %
Change in Points	—	1.5	(29.8)	13.5		7.0	5.0	5.0	0.0	0.0	0.0
Average Rate	\$57.19	\$60.55	\$61.49	\$60.01		\$65.41	\$70.32	\$73.48	\$75.69	\$77.96	\$80.30
Change	—	5.9 %	1.6 %	(2.4) %		9.0 %	7.5 %	4.5 %	3.0 %	3.0 %	3.0 %
RevPAR	\$24.53	\$26.89	\$8.97	\$16.83		\$22.90	\$28.13	\$33.07	\$34.06	\$35.08	\$36.13
Change	—	9.6 %	(66.6) %	87.6 %		36.0 %	22.9 %	17.6 %	3.0 %	3.0 %	3.0 %
Revenue	\$868,471	\$952,071	\$317,649	\$595,872		\$814,778	\$1,006,146	\$1,182,851	\$1,218,336	\$1,254,886	\$1,292,533
Change	—	9.6 %	(66.6) %	87.6 %		—	23.5	17.6	3.0	3.0	3.0



We have analyzed the historical income, occupied-site nights, and expenses directly related to the departmental services and have forecast the occupancy, ADR, and RV-site revenues. We have made adjustments to include minor other expenses going forward.

#### Tours Income

Tours income equated to \$70.50 per occupied room in 2020. Revenues associated with tour sales are included within this line item. Tours range from two hours to full-day tours, although the shorter tours are the most popular. Prices range from \$60 for a two-hour evening tour to \$75 dollar for a basic two-and-a-half-hour tour to \$150 for a full-day tour. These prices have not changed from 2018; however, based on our review of the following comparable tours, the pricing is considered appropriate.

**FIGURE 9-15 TOURS COMAPRABLE PRICES**

Tour Type	Gouldings	Tribal Tours	Monument Valley Tours	Twin Warriors	MV Safari	3 Sisters Tours	Simpsons	Navajo Spirit Tours
							TrailHandler Tours	
Scenic Tour	\$79	\$70-150	N/A	N/A	N/A		N/A	\$75
Sunrise Tour	77	\$80	N/A	N/A	N/A	85	N/A	95
Sunset Tour	67 - 77	80	N/A	N/A	N/A	85	N/A	80
Stargazing/Moonlight Tour	77	85	N/A	N/A	N/A	120	N/A	N/A
1.5 hour	N/A	N/A	85	50	N/A	60	N/A	N/A
2.5 to 3 Hours	67 - 77	70	95	60 - 75	N/A	75	75	N/A
3.5 Hours to Half Day	79 - 90	85	95	125	95	85	N/A	N/A
Full Day	150	150	150	N/A	N/A	140	N/A	N/A

N/A - Tour Not Offered

Some pricing gains are anticipated to occur in the near future. We expect the tours to begin to return to pre-pandemic levels over the next several years, as tours restrictions have lessened and as bookings have increased. We forecast the subject property's tours income to stabilize at \$88.26 per occupied room by the stabilized year, 2025/26.

Our projection of tours income is presented in the following table, as well as comparable tour and recreational income operations at five comparable resorts.



**FIGURE 9-16 TOURS INCOME**

	Subject Property 2019	Comparable Operating Statements					Subject Property Forecast	
		#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	11.6 %	14.6 %	7.4 %	9.0 %	10.0 %	7.6 %	9.3 %	11.8 %
Per Available Room	\$18,575	\$167,979	\$8,632	\$13,186	\$10,232	\$10,702	\$13,857	\$19,179
Per Occupied Room	\$70.50	\$565.91	\$66.19	\$92.35	\$53.24	\$59.00	\$65.46	\$74.01

### Gift Shop Income

Gift shop income equated to \$29.86 per occupied room in 2020. Revenues associated with gift shop sales and usage of the ATM (located within the gift shop) are included in this line item. The largest revenue source is related to the sale of arts and crafts, as well as jewelry. We expect this revenue source to recover in tandem with occupied room nights and visitation. We forecast the subject property's gift shop income to stabilize at \$37.38 per occupied room by the stabilized year, 2025/26.

Our projection of gift shop income and comparable gift shops are presented in the following table.

**FIGURE 9-17 GIFT SHOP INCOME**

	Subject Property 2019	Comparable Operating		Subject Property Forecast	
		#1	#2	2022/23	Deflated Stabilized
Percentage of Revenue	4.9 %	4.0 %	5.5 %	5.6 %	5.0 %
Per Available Room	\$7,867	\$5,649	\$6,468	\$8,384	\$8,123
Per Occupied Room	\$29.86	\$31.14	\$49.60	\$39.60	\$31.34

### Grocery Store Income

Departmental income and expenses for the grocery store are detailed below. The expenses are only related to the operational of the grocery store and does not include non-departmental overhead expenses.



**FIGURE 9-18 GROCERY STORE HISTORICAL DEPARTMENT STATEMENT**

	Percentage		Percentage		Percentage		Percentage	
	2021	of Revenue	2020	of Revenue	2019	of Revenue	2018	of Revenue
OPERATING REVENUE - Grocery Store & Laundromat								
Food								
Grocery	\$2,033	39.5 %	\$1,140	22.8 %	\$1,420	30.5 %	\$1,314	29.7 %
Meat	1,211	23.6	1,114	22.3	996	21.4	833	18.8
Frozen, Bakery, Produce	1,057	20.6	951	19.0	880	18.9	830	18.8
Non-Food	452	8.8	474	9.5	471	10.1	451	10.2
Laundry	251	4.9	239	4.8	270	5.8	257	5.8
Miscellaneous (Video, Gift Card, etc.)	137	2.7	1,074	21.5	618	13.3	743	16.8
Total Operating Revenue	5,142	100.0	4,990	100.0	4,655	100.0	4,428	100.0
DEPARTMENTAL EXPENSES								
Wages	570	11.1	550	11.0	530	11.4	515	11.6
Supplies/COGS	3,513	68.3	3,285	65.8	3,329	71.5	3,340	75.4
Utah Coupons	0	0.0	44	0.9	0	0.0	0	0.0
Associated Foods Income	(172)	(3.3)	0	0.0	0	0.0	0	0.0
Total	3,911	76.1	3,879	77.7	3,858	82.9	3,855	87.1
DEPARTMENTAL INCOME								
	1,231	23.9	1,111	22.3	797	17.1	573	12.9

The grocery store is an important component of the resort, serving both resort guests and travelers passing through and visiting Monument Valley. Employees and residents living in the area also utilize the grocery store; groceries, movie rental income, ATM commissions, laundry sales from the adjacent laundromat, and other miscellaneous income contribute to most of the revenue generated. Despite our requests, we were not provided with the square footage; thus, the sales per square foot could not be calculated. However, the grocery store is one of the most utilized by the local community, travelers passing through, and employees. As such, the revenue was fairly stable during the pandemic, and only modest increases are expected going forward. It is important to note that limited comparable operations within a resort are available; as such, we have considered only the most relevant comparable data and have placed the greatest emphasis on the historical performance.

Our projection of grocery store income is presented in the following table.

**FIGURE 9-19 GROCERY STORE INCOME**

	Subject Property 2019	Comparable Operating #1	Subject Property Forecast	
			2022/23	Deflated Stabilized
Percentage of Revenue	19.1 %	10.7 %	23.0 %	19.6 %
Total Revenue	\$4,655,061	\$3,638,000	\$5,219,905	\$4,826,306
Per Available Room	\$30,625	\$12,408	\$34,341	\$31,752
Per Occupied Room	\$116.23	\$44.21	\$162.22	\$122.52



## Gas Station Income

Departmental income and expenses for the gas-service station are detailed below. The expenses are only related to the operational of the gas/service station and do not include non-departmental overhead expenses.

**FIGURE 9-20 GAS STATION HISTORICAL DEPARTMENT STATEMENT**

	2021	Percentage of Revenue	2020	Percentage of Revenue	2019	Percentage of Revenue	2018	Percentage of Revenue
<b>OPERATING REVENUE - Gas Service Station</b>								
Gas	\$1,695	57.0 %	\$1,216	53.0 %	\$2,288	61.5 %	\$2,316	63.2 %
Grocery	258	8.7	299	13.0	424	11.4	435	11.9
Food Court & Other F&B	764	25.7	607	26.5	763	20.5	689	18.8
Tobacco	44	1.5	0	0.0	0	0.0	0	0.0
Propane	130	4.4	128	5.6	126	3.4	115	3.1
Miscellaneous	85	2.8	44	1.9	120	3.2	112	3.1
Total Operating Revenue	2,975	100.0	2,294	100.0	3,720	100.0	3,668	100.0
<b>DEPARTMENTAL EXPENSES</b>								
Wages	350	11.8	338	14.7	446	12.0	434	11.8
Supplies/COGS	2,299	77.3	1,731	75.5	2,963	79.6	2,974	81.1
Total	2,649	89.0	2,069	90.2	3,409	91.6	3,408	92.9
<b>DEPARTMENTAL INCOME</b>	<b>327</b>	<b>11.0</b>	<b>225</b>	<b>9.8</b>	<b>311</b>	<b>8.4</b>	<b>260</b>	<b>7.1</b>

Furthermore, we considered the detailed cost of goods expense based on a percentage of their related revenues for 2021. Although this detail only available for one year it provides insight into the high cost of goods sold expense for gas, which is the primary revenue source.

**FIGURE 9-21 GAS STATION HISTORICAL DEPARTMENT STATEMENT**

	2021	Percentage of Revenue
<b>COGS (Departmental)</b>		
Gas	1,573	92.8
Grocery	193	74.7
Food Court & Other F&B	431	56.4
Tobacco	37	83.9
Propane	39	29.7
Miscellaneous	26	31.3
Total	2,649	89.0



The gas/service station offers regular, unleaded gasoline and diesel fuel; groceries, F&B, and retail items; and automotive services. Most of the revenue in this department is from the sale of gasoline. The details related to the number of gallons sold and the average price per gallon were not available. The property did undergo a renovation in 2020, and higher revenues are expected going forward given the rising prices. Furthermore, the addition of several additional F&B options, such as a coffee outlet, should support future growth.

Our projection of gas station income and comparable statements are presented in the following table.

**FIGURE 9-22 GAS STATION INCOME**

	Subject Property	Comparable Operating		Subject Property Forecast	
	2019	#1	#2	2022/23	Deflated Stabilized
Percentage of Revenue	15.3 %	6.3 %		18.0 %	15.6 %
Total Revenue	\$3,720,244	\$2,134,000	\$5,831,165	\$4,088,862	\$3,850,756
Per Available Room	\$24,475	\$7,279		\$26,900	\$25,334
Per Occupied Room	\$92.89	\$25.93		\$127.07	\$97.76

#### Miscellaneous Income

According to the USALI, miscellaneous income includes attrition fees, cancellation fees, outside agreement commissions, and interest income, among other items that do not carry expenses. Revenues that are collected from room cancellations (not no-show revenue), service charges, vending commissions, airport landing fees, and other minor items are reflected in this category.

**FIGURE 9-23 MISCELLANEOUS INCOME**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	1.5 %	1.1 %	1.3 %	0.6 %	5.3 %	1.3 %	1.7 %	1.5 %
Per Available Room	\$2,368	\$1,323	\$1,324	\$818	\$8,957	\$1,346	\$2,523	\$2,445
Per Occupied Room	\$8.99	\$4.71	\$5.07	\$3.59	\$33.50	\$6.30	\$11.92	\$9.43

#### Rooms Expense

Rooms expense consists of items related to the sale and upkeep of guestrooms and public space. Salaries, wages, and employee benefits account for a substantial portion of this category. Although payroll varies somewhat with occupancy, and managers can generally scale the level of service staff on hand to meet an expected occupancy level, a base level of front desk personnel, housekeepers, and supervisors must be maintained at all times. As a result, salaries, wages, and employee benefits are moderately sensitive to changes in occupancy.



Commissions and reservations are usually based on room sales and, thus, are highly sensitive to changes in occupancy and average rate. While guest supplies vary 100% with occupancy, linens and other operating expenses are only slightly affected by volume. Based upon our review of the comparable operating statements and the subject resort's historical statements, we have adjusted the rooms expense downward. We have assumed that new ownership would initiate cost savings to maintain a reasonable level of expense within this category in light of the provided operating history and gains in profitability in recent periods.

**FIGURE 9-24 ROOMS EXPENSE**

	Subject Property 2019	Comparable Operating Statements					Subject Property Forecast	
		#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	28.1 %	22.8 %	29.4 %	21.7 %	37.1 %	29.9 %	27.5 %	26.3 %
Per Available Room	\$14,296	\$13,547	\$12,750	\$10,090	\$14,621	\$14,103	\$11,128	\$12,564
Per Occupied Room	\$54.26	\$48.24	\$48.84	\$44.29	\$54.68	\$66.07	\$52.57	\$48.48

#### Food and Beverage Expense

Food and beverage (F&B) expense is associated with the generation of F&B revenue within the restaurant and lounge outlets, as well as the banquet and meeting facilities. The cost of F&B is directly correlated to F&B revenue, while the F&B payroll expense is moderately fixed. The cost of items such as china, linen, and uniforms are less dependent on volume. Based upon our review of the comparable operating statements and the subject resort's historical statements, we have adjusted the F&B expense downward. We have assumed that new ownership would initiate cost savings to maintain a reasonable level of expense within this category in light of the provided operating history. It is important to note that the costs recorded in 2021 are the most appropriately allocated; thus, we have relied upon these more-detailed cost allocations.

**FIGURE 9-25 FOOD AND BEVERAGE EXPENSE**

	Subject Property 2019	Comparable Operating Statements					Subject Property Forecast	
		#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	91.3 %	82.1 %	65.5 %	62.0 %	75.5 %	77.7 %	76.8 %	81.3 %
Per Available Room	\$16,750	\$24,813	\$11,514	\$35,334	\$38,659	\$30,034	\$12,544	\$15,958
Per Occupied Room	\$63.57	\$88.35	\$44.11	\$155.10	\$144.58	\$140.70	\$59.25	\$61.58

#### Other Operated Departments Expense

Other operated departments expense comprises expenses associated with the hotel's various other and minor operated departments. Expenses related to the subject resort's other operated departments revenue sources should be minimal





and associated with the other operated departments revenue components discussed previously.

**FIGURE 9-26 OTHER OPERATED DEPARTMENTS EXPENSE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	13.1 %	56.3 %	63.1 %	58.8 %	51.7 %	37.1 %	12.5 %	13.1 %
Per Available Room	\$122	\$13,817	\$24,225	\$21,459	\$36,612	\$7,287	\$112	\$126
Per Occupied Room	\$0.46	\$49.20	\$92.80	\$94.20	\$136.92	\$34.14	\$0.53	\$0.49

#### RV & Camping Expense

RV & camping expense equated to 14.6% of RV & camping income in 2019. We have adjusted the RV park and campground expense upward during the initial forecast period, above the underlying inflationary rate, to maintain an appropriate level of expense as a percentage of departmental revenue in light of the resort's established operating history. We directly considered the operating expenses of similar RV parks/campgrounds given that the non-operational expenses are combined for the entire resort. We have projected a stabilized expense ratio of 15.0% in 2025/26.

Our projection of RV & camping expense and comparable RV operations (on a departmental level) are presented in the following table.

**FIGURE 9-27 RV & CAMPING EXPENSE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	14.6 %	19.5 %	16.2 %	13.9 %	12.3 %	13.2 %	14.4 %	15.0 %
Per Available Room	\$917	\$1,927	\$761	\$601	\$740	\$694	\$782	\$1,020
Per Occupied Room	\$3.48	\$7.82	\$3.80	\$2.50	\$6.06	\$4.46	\$3.69	\$3.94

#### Tours Expense

Tours expense equated to 32.3% of tours income in 2020. Recreational and tour expenses greatly range depending on if the services are offered in house or through a third party. Furthermore, in-house tour operations are highly dependent on the immediate area/attraction; thus, in-house tour operations are rare. As such, we have placed the greatest emphasis on the subject property's historical operating history and the most comparable operations. We have projected a stabilized expense ratio of 32.4% in 2025/26.

Our projection of tours expense and comparable operations are presented in the following table.



**FIGURE 9-28 TOURS EXPENSE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	32.3 %	88.1 %	93.8 %	96.4 %	22.4 %	34.3 %	44.0 %	32.4 %
Per Available Room	\$5,999	\$147,921	\$8,095	\$12,715	\$2,295	\$3,671	\$6,098	\$6,215
Per Occupied Room	\$22.77	498.34	62.07	89.05	11.94	20.24	\$28.80	\$23.98

#### Gift Shop Expense

Gift shop expense equated to 25.6% of gift shop income in 2020. We have relied upon the historical expenses of the subject resort, although we researched comparable retail operations. However, the allocation of expenses and revenue sources are unique to the subject property. As such, we have relied upon the recent trends at the subject property. We have projected a stabilized expense ratio of 25.7% in 2025/26.

Our projection of gift shop expense and comparable operations, albeit limited applicability, is presented in the following table.

**FIGURE 9-29 GIFT SHOP EXPENSE**

	Subject Property	Comparable Operating		Subject Property Forecast	
	2019	#1	#2	2022/23	Deflated Stabilized
Percentage of Revenue	25.6 %	64.5 %	88.3 %	26.7 %	25.7 %
Per Available Room	\$2,014	\$3,642	\$5,709	\$2,240	\$2,086
Per Occupied Room	\$7.64	20.08	43.78	\$10.58	\$8.05

#### Grocery Store Expense

Grocery store expense equated to 82.9% of grocery store income in 2019. Based upon our review of limited resort comparable operating statements and the subject resort's historical statements, we have adjusted the expenses for the grocery store downward. We have assumed that new ownership would initiate cost savings to maintain a reasonable level of expense within this category in light of the provided operating history, especially the most accurate allocations during 2021. We have projected a stabilized expense ratio of 80.9% in 2025/26.

Our projection of grocery store expense is presented in the following table. Although a comparable operating statement is shown below, the revenue sources and related expenses are highly specific to the location and asset. As such, the historical performance of the subject is the most reliable.



**FIGURE 9-30 GROCERY STORE EXPENSE**

	Subject Property	Comparable Operating		Subject Property Forecast	
	2019	#1	#2	2022/23	Deflated Stabilized
Percentage of Revenue	82.9 %	61.9 %	— %	80.6 %	80.9 %
Per Available Room	\$25,383	\$7,678	—	\$27,690	\$25,697
Per Occupied Room	\$96.34	27.36	—	\$130.80	\$99.16

#### Gas Station Expense

Gas station expense equated to 91.6% of gas station income in 2019. Based upon our review of the limited comparable operating statements, conversations with current ownerships, and the subject resort's historical statements, we have adjusted the expenses for the gas/service station downward, similar to what was achieved in 2021 and at comparable operations. We have assumed that new ownership would initiate cost savings to maintain a reasonable level of expense within this category. However, we do expect profitability to be somewhat limited given the supporting role to the resort and community of this department (versus a freestanding operation). We have projected a stabilized expense ratio of 89.3% in 2025/26.

Our projection of gas station expense and comparable operations are presented in the following table.

**FIGURE 9-31 GAS STATION EXPENSE**

	Subject Property	Comparable Operating		Subject Property Forecast	
	2019	#1	#2	2022/23	Deflated Stabilized
Percentage of Revenue	91.6 %	75.2 %	89.6 %	89.2 %	89.3 %
Per Available Room	\$22,427	\$5,474	—	\$23,997	\$22,619
Per Occupied Room	\$85.12	19.5	—	\$113.35	\$87.28

#### Administrative and General Expense

Administrative and general expense includes the salaries and wages of all administrative personnel who are not directly associated with a particular department. Expense items related to the management and operation of the property are also allocated to this category.

Most administrative and general expenses are relatively fixed. The exceptions are cash overages and shortages; commissions on credit card charges; provision for doubtful accounts, which are moderately affected by the number of transactions or total revenue; and salaries, wages, and benefits, which are very slightly influenced by volume.



**FIGURE 9-32 ADMINISTRATIVE AND GENERAL EXPENSE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	7.0 %	9.2 %	6.7 %	12.2 %	7.1 %	7.3 %	8.2 %	7.2 %
Per Available Room	\$11,257	\$10,582	\$6,767	\$17,202	\$12,165	\$7,838	\$12,170	\$11,590
Per Occupied Room	\$42.73	\$37.68	\$25.92	\$75.51	\$45.50	\$36.72	\$57.49	\$44.72

#### Information and Telecommunications Systems Expense

Information and telecommunications systems expense consists of all costs associated with a resort's technology infrastructure. This includes the costs of cell phones, administrative call and Internet services, and complimentary call and Internet services. Expenses in this category are typically organized by type of technology or the area benefiting from the technology solution. Based upon our review of the comparable operating statements and the subject resort's historical statements, we have adjusted the information and telecommunications systems expense upward. We have assumed that new ownership would maintain a typical expense level within this category going forward in light of the provided operating history. Furthermore, the historical allocations were limited.

**FIGURE 9-33 INFORMATION AND TELECOMMUNICATIONS SYSTEMS EXPENSE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	0.2 %	1.4 %	0.0 %	0.1 %	1.7 %	1.2 %	1.0 %	0.8 %
Per Available Room	\$310	\$1,620	\$0	\$157	\$2,839	\$1,266	\$1,417	\$1,349
Per Occupied Room	\$1.18	\$5.77	\$0.00	\$0.69	\$10.62	\$5.93	\$6.69	\$5.21

#### Marketing Expense

Marketing expense consists of all costs associated with advertising, sales, and promotion; these activities are intended to attract and retain customers. Marketing can be used to create an image, develop customer awareness, and stimulate patronage of a property's various facilities.

The marketing category is unique in that all expense items, with the exception of fees and commissions, are totally controlled by management. Most hotel operators establish an annual marketing budget that sets forth all planned expenditures. If the budget is followed, total marketing expenses can be projected accurately.

Marketing expenditures are unusual because, although there is a lag period before results are realized, the benefits are often extended over a long period. Depending on the type and scope of the advertising and promotion program implemented, the lag time can be as short as a few weeks or as long as several years. However, the favorable results of an effective marketing campaign tend to linger, and a property



often enjoys the benefits of concentrated sales efforts for many months. Based upon our review of comparable operating statements and the operating history of the subject resort, we have adjusted the marketing line item upward. We note that expenses within this category were notably low historically relative to what would be expected for an operation of this type. Therefore, we assume that a new owner would increase marketing efforts going forward. However, we don't expect the expense to reach comparable operating levels given the self-contained nature of the resort and presence as a destination in Monument Valley.

**FIGURE 9-34 MARKETING EXPENSE**

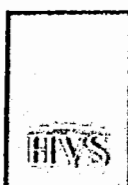
	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	0.5 %	5.8 %	6.7 %	4.6 %	6.7 %	3.6 %	2.7 %	2.4 %
Per Available Room	\$865	\$6,742	\$6,741	\$6,529	\$11,463	\$3,817	\$4,070	\$3,876
Per Occupied Room	\$3.28	\$24.00	\$25.82	\$28.66	\$42.87	\$17.88	\$19.23	\$14.96

#### Property Operations and Maintenance

Property operations and maintenance expense is another expense category that is largely controlled by management. Except for repairs that are necessary to keep the facility open and prevent damage (e.g., plumbing, heating, and electrical items), most maintenance can be deferred for varying lengths of time.

The age of a facility has a strong influence on the required level of maintenance. A new or thoroughly renovated property is protected for several years by modern equipment and manufacturers' warranties. However, as a resort grows older, maintenance expenses escalate. A well-organized preventive maintenance system often helps delay deterioration, but most facilities face higher property operations and maintenance costs each year, regardless of the occupancy trend. The quality of initial construction can also have a direct impact on future maintenance requirements. The use of high-quality building materials and construction methods generally reduces the need for maintenance expenditures over the long term.

Maintenance is an accumulating expense. If management elects to postpone performing a required repair, the expenditure has not been eliminated, only deferred until a later date. A resort that operates with a lower-than-normal maintenance budget is likely to accumulate a considerable amount of deferred maintenance. We have directly relied upon the historical expense given the unique location, age, and facility mix.



**FIGURE 9-35 PROPERTY OPERATIONS AND MAINTENANCE EXPENSE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	5.8 %	11.0 %	1.5 %	7.3 %	7.0 %	5.2 %	6.8 %	6.0 %
Per Available Room	\$9,373	\$12,752	\$1,549	\$10,344	\$11,980	\$5,521	\$10,133	\$9,649
Per Occupied Room	\$35.57	\$45.41	\$5.93	\$45.41	\$44.80	\$25.86	\$47.86	\$37.24

### Utilities Expense

The utilities consumption of a lodging facility takes several forms, including water and space heating, air conditioning, lighting, cooking fuel, and other miscellaneous power requirements. The most common sources of hotel utilities are electricity, natural gas, fuel oil, and steam. This category also includes the cost of water service.

Total energy cost depends on the source and quantity of fuel used. Electricity tends to be the most expensive source, followed by oil and gas. Although all hotels consume a sizable amount of electricity, many properties supplement their utility requirements with less expensive sources, such as gas and oil, for heating and cooking. Utility expenses are highly tied to local utility rates and sources; therefore, we have given primary consideration to the hotel's operating history.

**FIGURE 9-36 UTILITIES EXPENSE**

	Subject Property	Comparable Operating Statements					Subject Property Forecast	
	2019	#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	1.9 %	4.1 %	2.6 %	2.7 %	2.8 %	1.9 %	2.2 %	1.9 %
Per Available Room	\$3,037	\$4,740	\$2,644	\$3,784	\$4,839	\$2,077	\$3,283	\$3,126
Per Occupied Room	\$11.52	\$16.88	\$10.13	\$16.61	\$18.10	\$9.73	\$15.51	\$12.06

### Management Fee

Management expense consists of the fees paid to the managing agent contracted to operate the property. Some companies provide management services and a brand-name affiliation (first-tier management company), while others provide management services alone (second-tier management company). Some management contracts specify only a base fee (usually a percentage of total revenue), while others call for both a base fee and an incentive fee (usually a percentage of defined profit). Basic hotel management fees are often based on a percentage of total revenue, which means they have no fixed component. While base fees typically range from 2% to 4% of total revenue, incentive fees are deal-specific and often are calculated as a percentage of income available after debt service and, in some cases, after a preferred return on equity. Total management fees for the subject property have been forecast at 3.0% of total revenue.



## Property Taxes

Property (or ad valorem) tax is one of the primary revenue sources of municipalities. Based on the concept that the tax burden should be distributed in proportion to the value of all properties within a taxing jurisdiction, a system of assessments is established. Theoretically, the assessed value placed on each parcel bears a definite relationship to market value; thus, properties with equal market values will have similar assessments, and properties with higher and lower values will have proportionately larger and smaller assessments.

Depending on the taxing policy of the municipality, property taxes can be based on the value of the real property or the value of the personal property and the real property. We have based our estimate of the subject property's market value (for tax purposes) on an analysis of assessments of both the subject property and comparable hotel properties in the local municipality. The following table details the subject property's assessment history.

**FIGURE 9-37 SUBJECT PROPERTY'S ASSESSMENT HISTORY – REAL PROPERTY**

Real Property								
Year	Appraised Value				Taxable Value			
	Land	Improvements	Real Property Total	Percent Change	Land	Improvements	Real Property Total	Percent Change
2019	\$6,691,112	\$6,766,019	\$13,457,131	—	\$6,691,112	\$6,573,554	\$13,264,666	—
2020	6,617,444	6,621,769	13,239,213	(1.6) %	6,617,444	6,497,587	13,115,031	(1.1) %
2021	8,054,222	10,475,638	18,529,860	40.0	8,054,222	10,242,756	18,296,978	39.5

Source: San Juan County Assessor

It is important to note that the historical tax bills for real property were provided by property ownership; however, various tax parcels were not provided for all three years of the illustrated assessment data. County assessor officials noted that this is likely due to various divisions that may have occurred in recent years, which resulted in more tax parcels than other years. Nonetheless, the previous table illustrates the real property assessment history, as provided by hotel ownership and may not reflect every parcel or assessment. The following table illustrates the historical personal property assessments, which were obtained from the county assessor.



**FIGURE 9-38 SUBJECT PROPERTY'S ASSESSMENT HISTORY – PERSONAL PROPERTY**

Personal Property				
Year	Appraised		Taxable	
	Value	Percent Change	Value	Percent Change
2019	\$3,178,536	—	\$3,178,536	—
2020	3,166,612	(0.4) %	3,166,612	(0.4) %
2021	3,101,506	(2.1)	3,101,506	(2.1)

Source: San Juan County Assessor

Utah is a non-disclosure state, and commercial assessments are based upon limited sales data in the area, cost analysis, and some income analysis. We have considered the historical and unique assessment of the subject property and have relied upon the historical assessment based on the conversation with ownership.

Tax rates are based on the city and county budgets, which change annually. The following table shows changes in the tax rate during the last several years.

**FIGURE 9-39 PROPERTY TAX RATES**

Year	Real Property	Personal Property
	Tax Rate	Tax Rate
2019	1.31040	1.31040
2020	1.29180	1.29180
2021	1.27650	1.27650

Source: San Juan County Assessor

Because the objective of assessed value is to maintain a specific value relationship among all properties in a taxing jurisdiction, comparable hotel assessments should be evaluated to determine whether the assessed value of the subject property appears reasonable in this context. A review of the assessed values of several comparable hotels located in the local county jurisdiction reveals the following information; however, limited comparable data is available and only hotels were researched.

It is important to note that the land assessment in the following chart does not include the excess land allocation; thus, the following land assessment total does not include all of the land.





**FIGURE 9-40 COUNTY-ASSESSED VALUE OF COMPARABLE HOTELS**

Hotel	Year Open	Land	Improvements	Total Real Property Taxable
Subject Property	1954	\$8,054,222	\$10,242,756	\$18,296,978
Desert Rose Inn & Cabins	1999	\$80,000	\$985,716	\$960,535
Bluff Dwellings Resort & Spa	2020	149,000	1,730,166	1,803,716
Rodeway Inn & Suites Blanding	1992	70,160	1,598,515	1,668,675
Rodeway Inn & Suites Monticello	1996	50,760	883,930	934,690

Hotel	Number of Rooms	Amounts Per Room		Total Real Property Taxable
		Land	Improvements	
Subject Property	152	\$52,988	\$67,387	\$120,375
Desert Rose Inn & Cabins	52	\$1,538	\$18,956	\$18,472
Bluff Dwellings Resort & Spa	54	2,759	32,040	\$33,402
Rodeway Inn & Suites Blanding	31	2,263	51,565	\$53,828
Rodeway Inn & Suites Monticello	24	2,115	36,830	\$38,945

Source: San Juan County Assessor

Based on comparable assessments and the tax rate information, the subject property's projected property tax expense levels are calculated as follows.

**FIGURE 9-41 PROJECTED PROPERTY TAX EXPENSE**

Year	Assessed Value (Taxable Historical)				Forecast Rate of Value Change	Base Rate of Tax Burden Increase	Real Prop. Tax Rate	Pers. Prop. Tax Rate	Tax Forecast
	Land	Real Property	Personal	Total					
Historical	\$8,054,222	\$10,242,756	\$3,101,506	\$21,398,484	—	—	1.28	1.28	\$273,152
2022/23	\$8,054,222	\$10,242,756	\$3,101,506	\$21,398,484	0.0 %	5.0 %	—	—	\$286,809
2023/24	8,054,222	10,242,756	3,101,506	21,398,484	0.0	3.0	—	—	295,414
2024/25	8,054,222	10,242,756	3,101,506	21,398,484	0.0	3.0	—	—	304,276
2025/26	8,054,222	10,242,756	3,101,506	21,398,484	0.0	3.0	—	—	313,404
2026/27	8,054,222	10,242,756	3,101,506	21,398,484	0.0	3.0	—	—	322,806

### Insurance Expense

The insurance expense category consists of the cost of insuring the hotel and its contents against damage or destruction by fire, weather, sprinkler leakage, boiler explosion, plate glass breakage, and so forth. General insurance costs also include premiums relating to liability, fidelity, and theft coverage.

Insurance rates are based on many factors, including building design and construction, fire detection and extinguishing equipment, fire district, distance from the firehouse, and the area's fire experience. Insurance expenses do not vary with occupancy. We have increased the insurance going forward based on comparable operations.



**FIGURE 9-42 INSURANCE EXPENSE**

	Subject Property 2019	Comparable Operating Statements					Subject Property Forecast	
		#1	#2	#3	#4	#5	2022/23	Deflated Stabilized
Percentage of Revenue	0.4 %	0.9 %	0.7 %	3.3 %	0.9 %	1.2 %	1.1 %	0.9 %
Per Available Room	\$706	\$1,094	\$662	\$4,702	\$1,592	\$1,253	\$1,649	\$1,511
Per Occupied Room	\$2.68	\$3.90	\$2.54	\$20.64	\$5.96	\$5.87	\$7.79	\$5.83

#### Other Fixed Items

As noted previously, there are two ground leases with the Navajo Nation. Based on the provided agreement, the total payment for the first agreement was reportedly equal to \$34,500 in 2021. A copy of the second ground lease was not provided to us; therefore, detailed payment information for 2021 was not available for our review. However, both ground lease payments have historically been combined into one line item. We have made the extraordinary assumption the leases continue into the future at similar terms and have forecast these expenses in line with inflation.

#### Reserve for Replacement

Furniture, fixtures, and equipment are essential to the operation of a lodging facility, and their quality often influences a property's class. This category includes all non-real estate items that are capitalized, rather than expensed. The furniture, fixtures, and equipment of a resort are exposed to heavy use and must be replaced at regular intervals. The useful life of these items is determined by their quality, durability, and the amount of guest traffic and use.

Periodic replacement of furniture, fixtures, and equipment is essential to maintain the quality, image, and income-producing potential of a resort. Because capitalized expenditures are not included in the operating statement but affect an owner's cash flow, a forecast of income and expense should reflect these expenses in the form of an appropriate reserve for replacement.

The International Society of Hospitality Consultants (ISHC) oversees a major industry-sponsored study of the capital expenditure requirements for full-service/luxury, select-service, and extended-stay hotels. The most recent study was published in 2014.<sup>12</sup> Historical capital expenditures of well-maintained resorts were investigated through the compilation of data provided by most of the major hotel companies in the United States. A prospective analysis of future capital expenditure requirements was also performed based upon the cost to replace short- and long-lived building components over a resort's economic life. The study showed that the capital expenditure requirements for hotels vary significantly from year to

<sup>12</sup> The International Society of Hotel Consultants, *CapEx 2014, A Study of Capital Expenditure in the U.S. Hotel Industry*.



year and depend upon both the actual and effective ages of a property. The results of this study showed that lenders and investors are requiring reserves for replacement ranging from 4% to 5% of total revenue.

Based upon the results of our analysis, our review of the subject asset, and current industry norms, a reserve for replacement equal to 4.0% of total revenues has been factored into our forecast of revenue and expense for funding the periodic replacement of furniture, fixtures, and equipment.

#### Forecast of Revenue and Expense Conclusion

Historical and projected total revenue and net operating income are set forth in the following chart.

**FIGURE 9-43 FORECAST OF REVENUE AND EXPENSE CONCLUSION**

	Year	Total Revenue		House Profit		House Profit Ratio	EBITDA Less Replacement Reserve		
		Total	% Change	Total	% Change		Total	% Change	As a % of Ttl Rev
Historical	2017	\$22,955,000	—	\$7,023,000	—	30.6 %	\$5,070,000	—	22.1 %
	2018	23,867,000	4.0 %	7,240,000	3.1 %	30.3	5,419,000	6.9 %	22.7
	2019	24,382,000	2.2	7,244,000	0.1	29.7	4,970,000	(8.3)	20.4
	2020	10,464,000	(57.1)	325,000	(95.5)	3.1	(800,000)	(116.1)	(7.6)
	2021	15,661,000	49.7	3,474,000	968.9	22.2	1,854,000	331.8	11.8
Projected	2022/23	\$22,663,000	44.7 %	\$5,082,000	46.3 %	22.4 %	\$2,806,000	51.3 %	12.4 %
	2023/24	26,947,000	18.9	7,308,000	43.8	27.2	4,711,000	67.9	17.6
	2024/25	28,708,000	6.5	8,275,000	13.2	28.9	5,534,000	17.5	19.4
	2025/26	29,373,000	2.3	8,368,000	1.1	28.4	5,558,000	0.4	18.9
	2026/27	30,255,000	3.0	8,620,000	3.0	28.5	5,726,000	3.0	19.0
	2027/28	31,162,000	3.0	8,878,000	3.0	28.4	5,897,000	3.0	18.9

The forecast of revenue and expense anticipates the net operating income ratio to improve from 11.8% of gross revenues in 2021 to 12.4% of gross revenues in the first projection year. By the stabilized year, we anticipate that the net operating income will reach 19.0% of gross revenues.

#### INCOME CAPITALIZATION – DISCOUNTED CASH FLOW

The subject property has been valued via the income approach through the application of a ten-year DCF analysis. The process of converting the projected income stream into an estimate of value is described as follows.

1. An appropriate discount rate is selected to apply to the projected net income before debt service. This rate reflects the unlevered, "free and clear" internal rate of return required by hotel investors. While the costs of debt and equity are not explicitly considered in the analysis, the selected discount rate



implicitly reflects the costs of debt and equity as of the date of value. The discount rate takes into consideration the degree of perceived risk, anticipated income growth, market attitudes, and rates of return on other investment alternatives, as well as the availability and cost of financing. The discount rate is chosen by reviewing sales transactions and investor surveys and interviewing market participants.

2. A reversionary value reflecting the sales price of the property at the end of the ten-year period is calculated by capitalizing the eleventh-year net income by the terminal capitalization rate and deducting typical brokerage and legal fees. The terminal capitalization rate reflects an investor's expectations of the cost of capital and asset appreciation at the end of the assumed ten-year holding period.
3. Each year's forecasted net income before debt service and depreciation and the reversionary sales proceeds at the end of the ten-year period are converted to a present value by multiplying the cash flow by the selected discount rate for that year in the forecast. The sum of the discounted cash flows equates to the value of the subject property.

#### Discount Rate

Discount rates reflect a blended cost of debt and equity. The hotel investment market is currently in a state of transition as the lodging industry starts to recover from the impact of the pandemic. As one of most affected commercial property types at the start of the crisis, uncertainty regarding the impact of the pandemic on hotel performance, together with the limited availability of financing at more stringent terms, caused discount rates to rise. A variety of lenders have since returned to the market, and financing is available to varying degrees for hotel assets, though loan-to-value ratios remain below pre-COVID levels, and interest rates remain relatively elevated. Offsetting the more stringent lending environment is the significant equity that has been raised to acquire resort assets, which is putting downward pressure on discount rates.

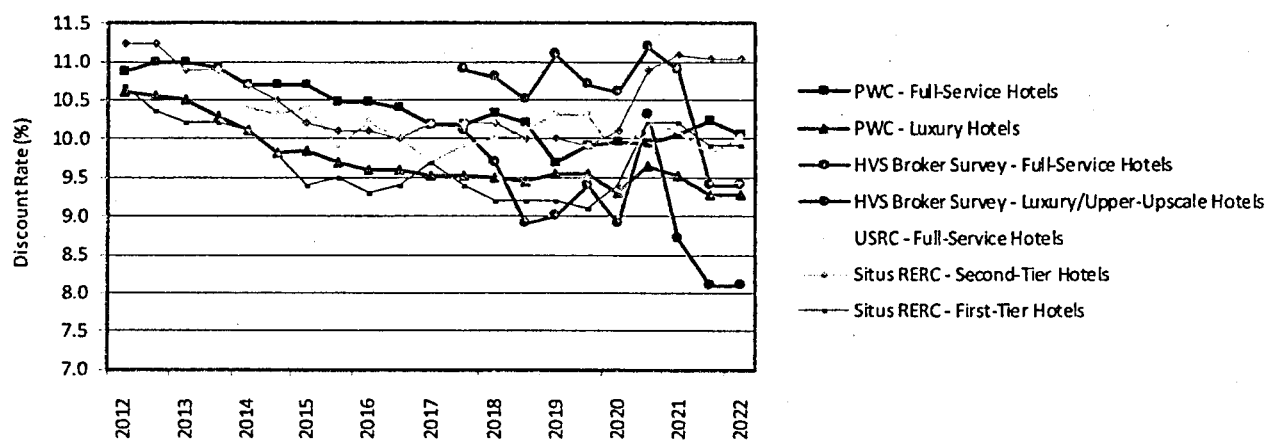
Discount rates derived from investor and broker surveys, as well as hotel and resort sales transactions,<sup>13</sup> were reviewed. The following chart summarizes the averages presented for discount rates in various investor surveys during the past decade. The table after the chart reflects the same data as of early 2020, immediately prior to the onset of the COVID-19 pandemic, side by side with the most recent data under the "Current" column for comparative purposes. We note that these results represent overall averages taken from a wide array of individual data points; accordingly, a range of reasonableness exists above and below the most recent figures.

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<sup>13</sup> Discount rates were derived from hotels that were appraised by HVS at the time of sale.



**FIGURE 9-44 HISTORICAL TRENDS OF DISCOUNT RATES**



**FIGURE 9-45 OVERALL DISCOUNT RATES DERIVED FROM SALES AND INVESTOR SURVEYS**

Source	Pre-COVID		Current	
	Data Point Range	Average	Data Point Range	Average
HVS Hotel Sales - Full-Service & Luxury	8% - 11.6%	9.8%	7.6% - 11.9%	9.5%
HVS Hotel Sales - Select-Service & Extended-Stay	7.6% - 12.7%	10.8%	7.6% - 12.7%	10.5%
HVS Hotel Sales - Limited-Service	9.5% - 13.9%	11.5%	10% - 12.8%	11.2%
<i>HVS Brokers Survey</i>	<i>Fall 2019 Survey</i>		<i>Fall 2021 Survey</i>	
Luxury & Upper Upscale Hotels	7.0% - 12.0%	8.9%	3.0% - 11.0%	8.1%
Full-Service Hotels	8.0% - 15.0%	10.6%	5.0% - 12.5%	9.4%
<i>PWC Real Estate Investor Survey</i>	<i>1st Quarter 2020 Survey</i>		<i>1st Quarter 2022 Survey</i>	
Luxury Hotels	6.25% - 12.0%	9.3%	6.5% - 11.0%	9.3%
Full-Service Hotels	8.5% - 11.0%	10.0%	8.0% - 11.25%	10.1%
<i>USRC Hotel Investment Survey</i>	<i>Winter 2020 Survey</i>		<i>Winter 2022 Survey</i>	
Full-Service Hotels	7.0% - 10.5%	9.8%	9.3% - 11.0%	10.0%
<i>Situs RERC Real Estate Report</i>	<i>1st Quarter 2020 Report</i>		<i>4th Quarter 2021 Report</i>	
Second Tier Hotels	6.5% - 13.5%	10.1%	9.5% - 15.5%	11.0%
First Tier Hotels	8.0% - 11.0%	9.4%	8.5% - 15.0%	9.9%



We find that investor surveys typically lag market sentiment by three to six months. Our review of hotel transaction activity and pricing indicates that the discount rate applied to the projected EBITDA Less Replacement Reserve in the hotel valuation process is affected primarily by the profile and desirability of the asset, the most likely investor, and the prognosis for transaction financing.

The subject property is categorized as a full-service, second-tier resort with mixed-use components. Based on the characteristics of the subject property, including its age, physical condition, array of amenities and facilities, historical income generation, and expansion potential, it is our opinion that a discount rate of 10.00% would be appropriate for valuing the property.

This discount rate reflects the most recent survey data, market interviews, and recent transaction data, which all indicate a highly competitive market driven by available equity and low interest rates.

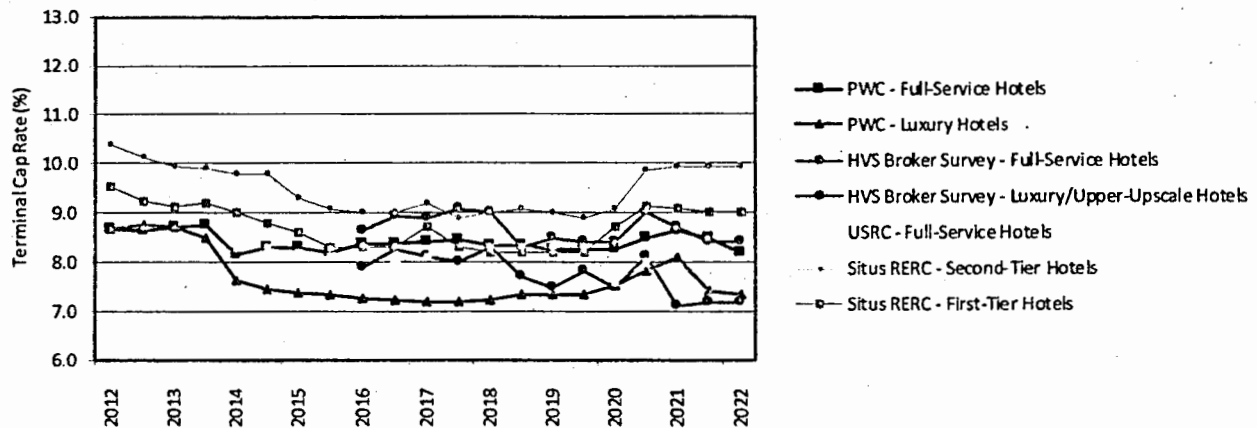
#### **Terminal Capitalization Rate**

Inherent in this valuation process is the assumption of a sale at the end of the ten-year holding period. The estimated reversionary sale price as of that date is calculated by capitalizing the projected eleventh-year net income by an overall terminal capitalization rate. An allocation for the selling expenses is deducted from this sale price.

Terminal capitalization rates reported in several recent investor and broker surveys were reviewed. The following chart summarizes the averages presented for terminal capitalization rates in various investor surveys during the past decade.



**FIGURE 9-46 HISTORICAL TRENDS OF TERMINAL CAPITALIZATION RATES**



**FIGURE 9-47 TERMINAL CAPITALIZATION RATES DERIVED FROM INVESTOR SURVEYS**

Source	Pre-COVID		Current	
	Data Point Range	Average	Data Point Range	Average
<i>HVS Brokers Survey</i>	<i>Fall 2019 Survey</i>		<i>Fall 2021 Survey</i>	
Luxury & Upper Upscale Hotels	5.5% - 10.0%	7.5%	4.0% - 9.5%	7.2%
Full-Service Hotels	7.5% - 10.0%	8.4%	6.0% - 11.0%	8.4%
<i>PWC Real Estate Investor Survey</i>	<i>1st Quarter 2020 Survey</i>		<i>1st Quarter 2022 Survey</i>	
Luxury Hotels	5.5% - 9.5%	7.5%	6.5% - 11.0%	7.3%
Full-Service Hotels	7.0% - 10.0%	8.3%	8.0% - 11.25%	8.2%
<i>USRC Hotel Investment Survey</i>	<i>Winter 2020 Survey</i>		<i>Winter 2022 Survey</i>	
Full-Service Hotels	5.5% - 8.5%	7.6%	7.0% - 10.5%	7.6%
<i>Situs RERC Real Estate Report</i>	<i>1st Quarter 2020 Report</i>		<i>4th Quarter 2021 Report</i>	
Second Tier Hotels	7.3% - 11.5%	9.1%	7.3% - 13.0%	9.9%
First Tier Hotels	6.8% - 9.5%	8.7%	6.5% - 12.0%	9.0%

The number of investors active during the current cycle has created competition for desirable assets, particularly those with strong products and/or in desirable locations. As a result, investors pursuing these assets often do not adjust the terminal capitalization rates, reflecting their expectation of asset appreciation. Conversely, less desirable assets, such as older facilities or those with high fixed



costs (e.g., union labor, ground lease, etc.) have not seen as much competition; thus, an upward adjustment may be warranted. Furthermore, the recent survey data indicate a downward trend in the terminal capitalization rates given the increased competition and the expectation of future appreciation.

Similar to discount rates, these data represent a mix of pre- and post-COVID-19 survey results. Average terminal capitalization rates for full-service, second-tier hotels were considered. Terminal cap rates are at the low end of the range for quality hotel assets in markets with high barriers to entry and at the high end of the range for older assets, for those suffering from functional obsolescence, and/or for weak market conditions, reflecting the recognition that certain assets have less opportunity for significant appreciation. Based on the subject property's design, age, good condition, mix of revenue sources, and expansion potential, it is our opinion that a terminal capitalization rate of 8.00% would be appropriate. Furthermore, we have considered the mix of revenue sources and stability of some revenue sources when others may be affected by negative demand changes.

#### DCF Analysis "As Is"

Utilizing the discount rate set forth, the DCF procedure is summarized as follows. The capital deduction, if applicable, is applied in this analysis as shown.





**FIGURE 9-48 DISCOUNTED CASH FLOW ANALYSIS**

Year	EBITDA Less Reserves	Discount Factor @ 10.00%	Discounted Cash Flow
2022/23	\$2,806,000	0.90909	\$2,551,000
2023/24	4,711,000	0.82645	3,893,000
2024/25	5,534,000	0.75131	4,158,000
2025/26	5,558,000	0.68301	3,796,000
2026/27	5,726,000	0.62092	3,555,000
2027/28	5,897,000	0.56447	3,329,000
2028/29	6,073,000	0.51316	3,116,000
2029/30	6,256,000	0.46651	2,918,000
2030/31	6,443,000	0.42410	2,732,000
2031/32	90,380,000 *	0.38554	34,845,000
Estimated Market Value, Prior to Deduct Capital Deduction (If Applicable)			\$64,895,000 0
Estimated Market Value, After Deduct			\$64,895,000
Rounded To			\$64,900,000
Per Room			\$427,000
<b>Reversion Analysis</b>			
11th Year's EBITDA Less Reserves			\$6,836,000
Capitalization Rate			8.0%
Total Sales Proceeds			\$85,452,000
Less: Transaction Costs @ 2.0%			1,709,000
Net Sales Proceeds			\$83,743,000

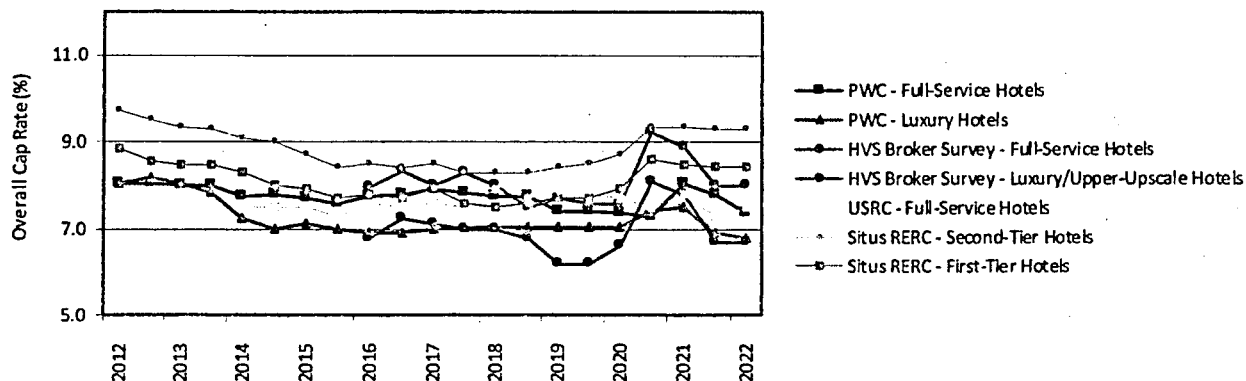
\*10th year net income of \$6,637,080 plus sales proceeds of \$83,743,000

### Direct Capitalization

The following chart summarizes the averages presented for overall capitalization rates in various investor surveys during the past decade.



**FIGURE 9-49 HISTORICAL TRENDS OF OVERALL CAPITALIZATION RATES**



**FIGURE 9-50 OVERALL CAPITALIZATION RATES DERIVED FROM SALES AND INVESTOR SURVEYS**

Source	Pre-COVID		Current	
	Data Point Range	Average	Data Point Range	Average
HVS Hotel Sales - Full-Service & Luxury	-1.9% - 13.5%	4.3%	—	—
HVS Hotel Sales - Select-Service & Extended-Stay	-3.8% - 12.1%	5.0%	—	—
HVS Hotel Sales - Limited-Service	-3.5% - 14.5%	5.7%	—	—
<i>HVS Brokers Survey</i>	<i>Fall 2019 Survey</i>		<i>Fall 2021 Survey</i>	
Luxury & Upper Upscale Hotels	3.0% - 7.5%	6.6%	4.5% - 8.5%	6.7%
Full-Service Hotels	5.5% - 9.5%	7.6%	6.5% - 10.0%	8.0%
<i>PWC Real Estate Investor Survey</i>	<i>1st Quarter 2020 Survey</i>		<i>1st Quarter 2022 Survey</i>	
Luxury Hotels	4.0% - 9.5%	7.1%	4.0% - 9.5%	6.8%
Full-Service Hotels	6.0% - 9.0%	7.4%	5.5% - 9.0%	7.4%
<i>USRC Hotel Investment Survey</i>	<i>Winter 2020 Survey</i>		<i>Winter 2022 Survey</i>	
Full-Service Hotels	5.0% - 8.5%	7.7%	6.0% - 9.0%	7.5%
<i>Situs RERC Real Estate Report</i>	<i>1st Quarter 2020 Report</i>		<i>4th Quarter 2021 Report</i>	
Second Tier Hotels	6.0% - 11.5%	8.7%	6.0% - 12.5%	9.3%
First Tier Hotels	5.5% - 11.5%	7.9%	6.0% - 11.0%	8.4%

Similar to the discount and terminal capitalization rate data, the previous data reflect both pre-COVID-19 and current return requirements.



The following table reflects the capitalization rates for the subject property that have been derived based on our estimate of market value via the DCF analysis. Note that the stabilized year's net income has been deflated to first-year dollars.

**FIGURE 9-51 DERIVED CAPITALIZATION RATES**

Year	EBITDA Less Replacement Reserves	Market Value "As Is"	Derived Capitalization Rate
2019 Historical *	\$4,970,000	\$64,900,000	7.7 %
2021/22 Historical *	\$1,854,000	\$64,900,000	2.9
Forecast 2022/23	2,806,000	\$64,900,000	4.3
Deflated Stabilized (2022/23) Dollars	4,848,000	\$64,900,000	7.5

Historical EBITDA Less Replacement Reserves has been adjusted to reflect a 3.0% mgmt fee and a 4.0% reserve

The market continues to consider the direct capitalization rate on 2019 EBITDA, which may have some relevance depending on prevailing market conditions and the expected ramp-up and economic recovery in the area. Capitalization rates for the trailing-twelve-month (TTM) period and the first projection year reflect the impact of the pandemic on recent and short-term EBITDA levels.

## Conclusion

Using the income capitalization approach, the subject property has been valued utilizing a DCF based on pre-COVID-19 market rates of return adjusted to reflect the current environment. The direct capitalization approach was determined to be inapplicable in the valuation process at this time. The value indication via the income capitalization approach has been concluded to be \$64,900,000, or \$427,000 per room.



## 10. Sales Comparison Approach

The sales comparison approach is based on the principle of substitution, which defines a property's value as the cost of acquiring an equally desirable substitute (assuming that no costly delay is incurred in making the substitution). Thus, the sales comparison approach can be used to form an opinion of a property's market value from the price at which equally desirable properties have sold, or for which they can be purchased, on the open market.

This methodology is a reliable approach in the valuation of single-family homes and some income-generating properties, such as industrial buildings, where sales data pertaining to a relatively homogenous universe of comparable properties is available. However, the sales comparison approach has limited utility in the valuation of remote resorts. This is primarily due to the variety of revenue sources and notable differences in product. Furthermore, directly comparable facilities with similar physical characteristics may sell for widely disparate prices because of differences in profitability, market orientation, reputation, and a particular buyer's specific intentions. Variables such as management philosophy, market orientation, and location require the appraiser to make a number of substantial adjustments to account for these factors. In addition, the non-disclosure nature of the State of Utah precludes appraisers from obtaining the data most relevant to the comparison of transactions.

Nonetheless, since the subject property must compete with other resorts operations for capital, we have researched sales of other resorts and hotels in the immediate area.

### Sales History of Subject

The subject property is currently owned by Lafont Roland RGJ Corporation, which acquired the property in 1981 for an unreported price. Over the years, the property has been expanded from a trading post, a limited hospitality offering, and a small store to the expansive, mixed-use hospitality resort that exists today. Based on discussions with ownership, the purchase appears to have been an arm's-length transaction and was not affected by any concessions. We note that several purchases and sales of various portions of land have occurred since 1981; however, given that Utah is a non-disclosure state, this information was not available of our review. Reportedly, the seller has verbally offered the property to the Navajo Nation for \$70,000,000. We note that several unsolicited offers to purchase the property have occurred in recent years; however, additional details pertaining to these offers were not disclosed as of the date of this report. Based on our conversations and research, the subject property has not been openly marketed for sale.



## Review of Comparable Sales

We have searched our database to identify sales of hotels that are similar to the subject property in terms of location, market characteristics, facilities, and operating profile.

**FIGURE 10-1 REVIEW OF PERTINENT TRANSACTIONS**

Property	Location	Sale Date	Price	Rooms	Price/Rm	Overall Cap	Year Opened
Howard Johnson Express Inn Flagstaff	Flagstaff, AZ	Apr-22	\$6,190,000	59	\$104,915	—	1970
Pinewoods Resort	Duck Creek Village, UT	Mar-22	2,500,000	28	89,286	—	0
Best Western Arizonian Inn Holbrook	Holbrook, AZ	Mar-22	5,600,000	72	77,778	—	1979
Quality Inn Winslow	Winslow, AZ	Mar-22	4,875,000	72	67,708	—	1985
TownePlace Suites by Marriott Farmington	Farmington, NM	Mar-22	10,000,000	117	85,470	8.3%	2010
Days Inn & Suites by Wyndham Page Lake Powell	Page, AZ	Feb-22	6,000,000	81	74,074	—	1998
Hampton by Hilton Page Lake Powell	Page, AZ	Feb-22	14,500,000	102	142,157	—	2016
La Quinta Inn & Suites Flagstaff	Flagstaff, AZ	Feb-22	8,198,595	128	64,052	—	1996
La Quinta Inn & Suites Grand Junction	Grand Junction, CO	Feb-22	7,661,483	108	70,940	—	1998
Country Inn & Suites By Carlson Flagstaff	Flagstaff, AZ	Jan-22	6,825,000	50	136,500	—	1995
Ridgway Lodge and Star Saloon	Ridgway, CO	Dec-21	8,850,000	52	170,192	—	1991
Best Western Plus Zion West Hotel	La Verkin, UT	Dec-21	7,500,000	69	108,696	8.1%	2014
Inn Above Oak Creek	Sedona, AZ	Nov-21	5,600,000	13	430,769	—	1989
Durango Downtown Inn	Durango, CO	Sep-21	8,000,000	139	57,554	—	1966
Silverpick Lodge	Durango, CO	Sep-21	3,600,000	14	257,143	—	1986
Travelodge by Wyndham Flagstaff Near I-40	Flagstaff, AZ	Aug-21	3,700,000	44	84,091	4.8%	1978
Virginian Inn Moab	Moab, UT	Jul-21	3,490,000	36	96,944	4.8%	1976
Clarion Inn Grand Junction	Grand Junction, CO	Jul-21	4,125,000	143	28,846	—	1966
Sleep Inn Durango	Durango, CO	Jul-21	9,200,000	82	112,195	—	2020
Leland House Suites of Durango	Durango, CO	Jun-21	2,650,000	6	441,667	—	0
La Quinta Inn Farmington	Farmington, NM	May-21	3,300,000	107	30,841	9.7%	1983
Hotel Ouray	Ouray, CO	May-21	2,600,000	19	136,842	—	1893
Hampton by Hilton Sedona	Sedona, AZ	Mar-21	6,533,338	56	116,667	—	1997
Meadows of San Juan	Montrose, CO	Feb-21	2,700,000	25	108,000	—	0
Best Western Mountain Shadows Motel	Durango, CO	Feb-21	3,759,000	65	57,831	5.6%	1965
Box Canyon Lodge	Ouray, CO	Dec-20	12,310,540	39	315,655	—	1980
Days Inn Williams	Williams, AZ	Nov-20	5,350,000	72	74,306	—	1989
Quality Inn Delta	Delta, CO	Sep-20	2,500,000	47	53,191	—	1994
Motel 6 Flagstaff Butler Avenue	Flagstaff, AZ	Jul-20	5,500,000	149	36,913	—	1987
Comfort Inn Williams	Williams, AZ	Mar-20	8,000,000	74	108,108	—	1991
Hampton by Hilton Mesa Verde Cortez	Cortez, CO	Mar-20	9,250,000	74	125,000	7.1%	2015
Residence Inn by Marriott Durango	Durango, CO	Feb-20	8,200,000	66	124,242	—	1997
Navajoland Inn & Suites / Saint Michaels Arizona	Saint Michaels, AZ	Jan-20	3,000,000	73	41,096	—	1998
Days Inn Flagstaff West Route 66	Flagstaff, AZ	Jan-20	9,325,000	120	77,708	9.5%	1964
Econo Lodge Durango	Durango, CO	Dec-19	2,890,000	43	67,209	6.1%	1914
Comfort Suites Moab	Moab, UT	Dec-19	15,300,000	94	162,766	8.4%	2014
Best Western Plus Arroyo Roble Hotel	Sedona, AZ	Dec-19	31,500,000	65	484,615	7.8%	1982
Motel 6 Flagstaff West Woodlands	Flagstaff, AZ	Dec-19	5,020,133	150	33,468	9.3%	1990
Motel 6 Flagstaff Butler Avenue	Flagstaff, AZ	Nov-19	3,038,591	149	20,393	6.1%	1987
Motel 6 Flagstaff East	Flagstaff, AZ	Nov-19	3,038,591	103	29,501	7.1%	1975
Grand Canyon Inn & Motel	Williams, AZ	Nov-19	7,000,000	101	69,307	9.4%	1981
Best Western Plus at Lake Powell	Page, AZ	Nov-19	20,109,000	130	154,685	—	1992
Econo Lodge University Flagstaff	Flagstaff, AZ	Sep-19	7,400,000	66	112,121	—	1982
Fairfield by Marriott Durango	Durango, CO	Aug-19	11,100,000	81	137,037	—	2016
Baymont by Wyndham Farmington	Farmington, NM	Jun-19	2,325,000	63	36,905	12.6%	1999
Iron Horse Inn	Durango, CO	May-19	6,400,000	144	44,444	—	1974
Quality Inn & Suites Montclair	Springdale, UT	Apr-19	7,200,000	35	205,714	—	2005
Baymont Inn & Suites Flagstaff	Flagstaff, AZ	Mar-19	9,400,000	131	71,756	—	1990
Quality Inn at Lake Powell	Page, AZ	Feb-19	8,675,000	129	67,248	—	1978
Wingate by Wyndham Hurricane Near Zion National Park	Hurricane, UT	Feb-19	10,200,000	84	121,429	—	2017



Given the variety of revenue sources, size, and unique location the sale comparison approach was not deemed applicable, especially given the amount and degree of adjustments that would be required.



## 11. Cost Approach

Market value is determined via the cost approach by first estimating the market value of the subject land as if vacant and available for its highest and best use, and then adding the cost to construct the subject improvements. An entrepreneurial incentive is added to the cost (if appropriate) to derive an estimate of total cost as if new. Market participants tend to take into consideration the cost to develop a new hotel or motel with optimal physical and functional utility when forming their purchase decisions regarding existing properties. The principle of substitution, which is basic to the cost approach, affirms that no prudent investor would pay more for a property than the cost to acquire the site and construct comparable improvements without undue delay.

As addressed in prior sections of this report, the cost approach has limited utility in the valuation of existing hotels. The quantification of physical depreciation and external and incurable functional obsolescence is based on numerous adjustments. It is our experience that knowledgeable purchasers of complex hotel properties are more concerned with the economics of the investment. Therefore, the cost approach has little significance. In light of its minimal value and the difficulty in quantifying the varying sources of depreciation, we have not utilized the cost approach in estimating the value of the subject property. However, we have estimated the value of the hotel's personal property.

### Personal Property

In a hotel, the personal property comprises the portion of the overall FF&E that is not permanently affixed to the structure, primarily furniture and non-affixed equipment, as well as the inventories in place at the subject property as of the date of value. USPAP defines personal property as "identifiable tangible objects that are considered by the general public as being 'personal'—for example, furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; all tangible property that is not classified as real estate."<sup>14</sup>

Based on our review of resort's FF&E replacement cost data provided by Jonathan Nehmer & Associates, as well as the *HVS Development Cost Survey*, we have estimated the per-room replacement cost of the hotel's personal property to equal \$32,500, per room or \$4,940,000 total. Although on a per-room basis this amount

<sup>14</sup> The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2020–2021 ed.



accounts for the personal property throughout the resort, not directly within the lodging property.

In accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), we have delineated the market value of the subject hotel's personal property. Most furnishings in a hotel can command little more than a salvage value substantially lower than the original cost when sold separately from the improvements. Personal property has been valued based on the depreciated replacement cost of the FF&E. Personal property is an integral part of a transient lodging facility.

The allocation of a portion of the overall resort's value to the personal property is not explicitly considered by investors in making their pricing decisions. Resorts are usually sold with their personal property in place. In a transaction, any operating supplies or inventories are negotiated as part of the closing statement adjustments.

The following table sets forth a straight-line depreciation schedule used to estimate the market value or "value in use" of a hotel's personal property. The depreciation estimates represent the average depreciation applicable to the entirety of a resort's personal property. Based on the observed effective age of the personal property, we have applied an appropriate depreciation ratio to the subject hotel's personal property.

**FIGURE 11-1 PERSONAL PROPERTY DEPRECIATION SCHEDULE**

Average Age (Years)	Percent Depreciated
1	10 %
2	20
3	30
4	40
5	50
6	60
7	70
8	80
9	90
10	99

Source: HVS

We have estimated the total replacement cost, depreciation, and value of the personal property currently in place, as shown in the following table.





**FIGURE 11-2 PERSONAL PROPERTY VALUE OPINION**

	<u>As Is</u>
Total Replacement Cost	\$4,940,000
Economic Life	10
Effective Age	6
Depreciation Factor	<u>60.0%</u>
Physical Depreciation	<u>\$2,964,000</u>
Value Remaining	\$1,976,000
Rounded	\$1,980,000



## 12. Excess Land Value

Given the presence of canyons and a variety of unique formations throughout the site, the topography varies greatly. Roughly 400 acres of the 670-acre site are not currently developed; however, only about 140 acres feature a topography that is conducive for development. The specific locations of the site that could be conducive for development are the vacant land to the northeast of the main lodge; the land along the southern border of the site, adjacent to the canyon; and a portion of land near the airport. For the purpose of this analysis, we have assumed that the planned 80-room resort hotel development would take place along the southern border of the site, adjacent to the canyon, in order to provide an exclusive, high-end experience on roughly 30 acres. Moreover, it is important to note that if the development were constructed to the northeast of the main lodge or east of the airport, this development would likely impede upon sweeping views of Monument Valley, which is a major draw for the resort. The remaining portions not developed (or not planned to be developed) feature rock formations, which limit the land's use and/or would be expected to be preserved in order to maintain amenities and offerings, such as hiking trails and sweeping views of Monument Valley. Thus, the site includes excess land that has been valued separately and could be developed with an upscale lodging facility, as well as surplus land that serves the greater resort.

### **Proposed Development**

We have assumed that the proposed resort hotel would feature 80 rooms and provide an upscale product offering, which is currently missing in the subject market. This property, as noted previously, will likely be developed on the southern portion of the site, adjacent to the canyons on the southern side of these formations. However, a second consideration for a development site is to the east of the existing main lodge. It is important to note that a risk associated with this location is that this development could potentially hinder views of Monument Valley from the main lodge. Additionally, this location would not provide the privacy and exclusive feeling that would be necessary for an upscale offering. The proposed hotel is expected to feature high-end amenities, such as an indoor or outdoor pool and whirlpool complex, that take advantage of the unique surroundings and land formations; an upscale F&B offering; a full-service spa; and other supporting upscale resort facilities. The proposed hotel would also be anticipated to offer additional recreational and tour opportunities through third-party agreements for an agreed-upon commission percentage. Additionally, given that this location is a popular consideration for weddings, we have considered that the proposed hotel would likely feature indoor and outdoor venue space to accommodate this demand and capitalize on the surrounding natural beauty.



The following chart illustrates the facilities of the proposed hotel that were considered in our analysis. It is important to note that, while these facilities were assumed in our analysis, these are not meant to be recommendations. Rather, the following chart provides an overview of our assumptions and considerations.

**FIGURE 12-1 PROPOSED HOTEL FACILITIES AND AMENITIES**

<u>Assumed Guestroom Configuration</u>		<u>Number of Units</u>
King		TBD
Queen/Queen		TBD
Suite		TBD
Total		80
<u>Food &amp; Beverage Facilities</u>		<u>Seating Capacity</u>
Upscale Restaurant and Lounge		TBD
<u>Meeting Space</u>		<u>Square Footage</u>
Venue Space (Indoor/Outdoor)		TBD
<u>Amenities &amp; Services</u>		
Outdoor Seating & Firepit Areas		Market Pantry
Indoor/Outdoor Swimming Pool		Retail Outlet
Indoor/Outdoor Whirlpool		Business Center
Full-Service Spa		

#### Methodology – Land Residual Technique

Land value may be estimated in a variety of ways including the sales comparison approach and the allocation, extraction, or ground-rent capitalization methods.

HVS and the client acknowledge that there are no recent land sale transactions in the greater region that would be considered comparable to the excess subject land given its size, location, and unique fee-simple land ownership. Given the scarcity of comparable land sales, the only reliable and applicable valuation methodology to be utilized in arriving at an estimate as to the current market value of the land is that of a land residual valuation technique.

A land residual valuation technique recognizes that the value of a parcel of land is directly tied to its economic use, or actual “development” constructed on the parcel. As such, the total construction cost (excluding land) is deducted from the present value of the prospective “when open” value. The actual discount rate utilized in this present value process is representative of a reasonable return on investment or “opportunity cost of capital.”



## Construction Cost

To begin, we first determined an appropriate total replacement cost. We considered the data from the *2020 HVS Hotel Development Cost Survey* and other construction-cost comparable assets.

The following table presents the cost comparable assets selected. It is important to note that the greatest emphasis was placed on the construction date in order to provide the most comparable cost given increase in construction costs. However, data for 2021 and 2022 are limited given the slowdown in the construction pipeline.

**FIGURE 12-2 COST COMPARABLE ASSETS**

Item	Comp #1		Comp #2		Comp #3		Comp #4	
	Tertiary, ID		Tertiary, CA		Tertiary, NY		Tertiary, GA	
	Full-Service		Full-Service		Select-Service		Full-Service	
	Approx. 30 Rooms		Approx. 100 Rooms		Approx. 50 Rooms		Approx. 250 Rooms	
	Per Room	% of Total	Per Room	% of Total	Per Room	% of Total	Per Room	% of Total
Building	\$551,217	76.6 %	\$173,958	77.0 %	\$161,900	80.0 %	\$350,260	55.3 %
Soft Costs	57,777	8.0	52,083	23.0	10,640	5.3	218,391	34.5
Furniture, Fixtures, & Equipment	110,938	15.4	0	0.0	18,000	8.9	55,102	8.7
Pre-Opening Costs & Working Capital	0	0.0	0	0.0	11,800	5.8	9,472	1.5
Total (Excluding Site Cost)	\$719,931	100.0 %	\$226,042	100.0 %	\$202,340	100.0 %	\$633,224	100.0 %

The data from the cost development survey were also considered.

**FIGURE 12-3 COST DEVELOPMENT SURVEY**

	Land	Building and Site Improvements	Soft Costs	FF&E	Pre-Opening and Working Capital	Developer Fee	Total
<b>Full-Service Hotels</b>							
Average	\$32,665	\$322,712	\$65,137	\$40,871	\$13,193	\$14,139	\$488,717
Median	\$25,974	\$227,765	\$44,089	\$29,082	\$10,151	\$10,088	\$347,148
% of Total*	5%	68%	14%	8%	2%	2%	100%
<b>Luxury Hotels</b>							
Average	\$96,733	\$461,212	\$105,667	\$62,901	\$26,503	\$19,921	\$772,937
Median	\$73,129	\$417,589	\$87,401	\$56,391	\$20,708	\$20,611	\$675,829
% of Total*	11%	63%	14%	9%	3%	1%	100%

We have concluded to the following cost. However, it should be noted that we are not professional cost estimators, and the actual cost of the construction could vary significantly from this analysis; thus, we recommend that any interested party



obtain a professional cost estimate. Furthermore, any difference in the construction cost will directly influence the excess land value.

**FIGURE 12-4 TOTAL ESTIMATE**

Item	Cost per Room	Cost
Building	\$300,000	\$24,000,000
Soft Costs	65,000	5,200,000
Furniture, Fixtures, & Equipment	50,000	4,000,000
Pre-Opening Costs & Working Capital	7,500	600,000
Developer Fee (if Applicable)	5,500	440,000
<b>Total Cost New Before Incentive (Excluding Land)</b>	<b>\$428,000</b>	<b>\$34,240,000</b>
Entrepreneurial Incentive	21,400	1,712,000
<b>Total Cost New Estimate (Excluding Land)</b>	<b>\$449,400</b>	<b>\$35,952,000</b>

**Prospective "When Complete" Value – Proposed Resort**

We then forecasted the performance of the proposed resort and concluded to the resulting prospective "when complete" value.

The proposed subject resort's occupancy forecast is set forth as follows, with the adjusted projected penetration rates used as a basis for calculating the amount of captured market demand. The market occupancy was presented in the previous chapter.



**FIGURE 12-5 FORECAST OF PROPOSED SUBJECT HOTEL'S OCCUPANCY**

Market Segment	2025	2026	2027	2028	2029	2030	2031
<b>Transient</b>							
Demand	158,787	164,345	165,988	165,988	165,988	165,988	165,988
Market Share	7.5 %	10.3 %	10.5 %	10.5 %	10.5 %	10.5 %	10.5 %
Capture	11,903	16,901	17,474	17,474	17,474	17,474	17,474
Penetration	103 %	109 %	112 %	112 %	112 %	112 %	112 %
<b>Group</b>							
Demand	22,344	23,015	23,015	23,015	23,015	23,015	23,015
Market Share	6.4 %	12.3 %	14.7 %	14.7 %	14.7 %	14.7 %	14.7 %
Capture	1,432	2,842	3,390	3,390	3,390	3,390	3,390
Penetration	88 %	131 %	156 %	156 %	156 %	156 %	156 %
<b>Total Room Nights Captured</b>	<b>13,335</b>	<b>19,744</b>	<b>20,864</b>	<b>20,864</b>	<b>20,864</b>	<b>20,864</b>	<b>20,864</b>
Available Room Nights	22,000	29,200	29,200	29,200	29,200	29,200	29,200
<b>Subject Occupancy</b>	<b>61 %</b>	<b>68 %</b>	<b>71 %</b>	<b>71 %</b>	<b>71 %</b>	<b>71 %</b>	<b>71 %</b>
Market-wide Available Room Nights	302,247	309,447	309,447	309,447	309,447	309,447	309,447
Fair Share	7 %	9 %	9 %	9 %	9 %	9 %	9 %
Market-wide Occupied Room Nights	181,132	187,359	189,003	189,003	189,003	189,003	189,003
Market Share	7 %	11 %	11 %	11 %	11 %	11 %	11 %
Market-wide Occupancy	60 %	61 %	61 %	61 %	61 %	61 %	61 %
<b>Total Penetration</b>	<b>101 %</b>	<b>112 %</b>	<b>117 %</b>	<b>117 %</b>	<b>117 %</b>	<b>117 %</b>	<b>117 %</b>

The proposed 80-room resort hotel is expected to achieve a slightly higher occupancy penetration given its size, high-end amenity offerings, and event space to support commercial and social events/meetings. Furthermore, the consistent and newly constructed product should support this occupancy forecast. However, seasonality is expected to somewhat limit overall occupancy levels.

These projections reflect years beginning April 1, 2025, which correspond to the first projection year in the forecast of income and expense for the proposed subject resort.



**FIGURE 12-6 FORECAST OF OCCUPANCY**

Year	Subject Property's Occupancy
2025/26	62 %
2026/27	69
2027/28	71
2028/29	71
2029/30	71
2030/31	71
2031/32	71

The following set of comparable assets in terms of ADR was used in addition to local properties in order to position the proposed resort's ADR level going forward.

**FIGURE 12-7 ADR COMPARABLE ASSETS**

Property	Location	Year Opened	Rooms	Occ	ADR	RevPAR
Hyatt Place Page	Page, Arizona	2018	102	65-75%	\$175-225	\$115-150
Curio Collection by Hilton Cliffrose Springdale	Springdale, Arizona	1988	53	75-85%	\$350-400	\$300-350
Autograph Collection The Advenire	Saint George, Utah	2019	60	60-70%	\$250-300	\$175-200
Hoodoo Moab, Curio Collection by Hilton	Moab, Utah	2019	117	65-75%	\$275-325	\$200-250
Sorrel River Ranch Resort & Spa	Moab, Utah	1999	54	45-55%	\$700-800	\$300-450
Gateway Canyons Resort	Gateway, Colorado	2005	72	45-55%	\$350-400	\$175-225
L'Auberge De Sedona	Sedona, Arizona	1984	109	55-65%	\$600-750	\$350-500
Enchantment Resort	Sedona, Arizona	1986	218	70-80%	\$450-650	\$300-500
Four Seasons Rancho Encantado	Santa Fe, New Mexico	2008	65	60-70%	\$600-750	\$175-200
El Monte Sagrado Living Resort & Spa	Taos, New Mexico	2003	84	50-60%	\$200-250	\$125-150
Average		2003	93		\$275-300	
Median		2004	78		\$250-275	
Positioned Proposed Property	Monument Valley, UT	2025	80	71%	\$336	\$239

We expect the proposed subject resort hotel to be able to command an ADR similar to those commanded at these comparable assets, which are also located in remote, outdoor-oriented locations. Furthermore, the upscale to luxury orientation of the proposed subject resort hotel should support this rate positioning.

The final ADR forecast reflects years beginning on April 1, 2025, and corresponds with our financial projections, as shown below.



**FIGURE 12-8 PROPOSED SUBJECT HOTEL'S ADR FORECAST – COMPETITIVE POSITIONING**

Area-wide Market (Calendar Year)				Subject Property (Calendar Year)			
Year	Occupancy	Average Rate Growth	Average Rate	Occupancy	Average Rate Growth	Average Rate	Average Rate Penetration
Base Year	41.1 %	—	\$153.36	—	—	\$330.00	215.2 %
2022	48.3	8.0 %	165.63	—	8.0 %	356.40	215.2
2023	57.9	2.0	168.94	—	2.0	363.53	215.2
2024	60.2	3.0	174.01	—	3.0	374.43	215.2
2025	59.9	3.0	179.23	61.0 %	3.0	385.67	215.2
2026	60.5	3.0	184.60	68.0	3.0	397.24	215.2
2027	61.1	3.0	190.14	71.0	3.0	409.15	215.2

#### Comparable Operating Statements

In order to project future income and expense for the 80-room proposed resort, we have included a sample of individual comparable operating statements from our database of hotel statistics. All financial data are presented according to the three most common measures of industry performance: ratio to sales (RTS), amounts per available room (PAR), and amounts per occupied room night (POR). These historical income and expense statements will be used as benchmarks in our forthcoming forecast of income and expense. The subject's deflated, stabilized statement of income and expense is also presented.

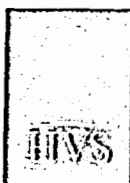




**FIGURE 12-9 COMPARABLE OPERATING STATEMENTS: RATIO TO SALES**

	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Subject
						Stabilized \$
Year:	2021/22	2021	2021	2019	2019	2021
Edition:	11	11	11	11	11	11
Number of Rooms:	80 to 100	60 to 80	70 to 90	40 to 60	130 to 160	80
Occupied Rooms:	21,856	14,155	23,973	11,951	30,663	41,172
Days Open:	365	365	365	365	365	365
Occupancy:	67%	57%	82%	71%	58%	141%
Average Rate:	\$270	\$369	\$210	\$355	\$316	\$336
RevPAR:	\$180	\$210	\$173	\$253	\$183	\$474
<b>REVENUE</b>						
Rooms	62.5 %	42.0 %	99.0 %	54.1 %	55.7 %	54.5 %
Food	18.3	16.2	0.0	44.7	34.9	19.5
Beverage	14.7	7.0	0.0	0.0	5.6	4.9
Other Operated Departments	4.4	28.5	0.5	0.8	3.2	20.8
Miscellaneous Income	0.1	6.3	0.4	0.4	0.6	0.4
Total	100.0	100.0	100.0	100.0	100.0	100.0
<b>DEPARTMENTAL EXPENSES*</b>						
Rooms	20.0	28.7	27.7	28.1	31.8	27.0
Food & Beverage	87.5	69.2	0.0	77.6	64.0	80.0
Other Operated Departments	60.9	76.6	48.8	35.4	0.0	44.2
Total	44.0	49.9	27.7	50.2	43.7	43.4
<b>DEPARTMENTAL INCOME</b>	56.0	50.1	72.3	49.8	56.3	56.6
<b>UNDISTRIBUTED OPERATING EXPENSES</b>						
Administrative & General	7.1	8.3	12.9	11.0	8.2	3.8
Info. and Telecom. Systems	1.5	1.3	0.7	1.6	1.4	0.6
Marketing	5.6	4.1	2.7	5.7	12.4	3.0
Franchise Fee	3.5	0.0	4.2	0.0	0.0	0.0
Property Operations & Maintenance	3.6	6.2	5.1	3.5	4.6	2.0
Utilities	2.2	5.6	2.0	5.6	3.3	0.9
Total	23.4	25.4	27.6	27.5	30.0	10.3
<b>GROSS OPERATING PROFIT</b>	32.6	24.7	44.7	22.3	26.3	46.3
Management Fee	3.3	3.0	0.0	3.0	3.1	3.0
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	29.3	21.7	44.7	19.4	23.2	43.3
<b>NON-OPERATING INCOME AND EXPENSE</b>						

\* Departmental expense ratios are expressed as a percentage of departmental revenues



**FIGURE 12-10 COMPARABLE OPERATING STATEMENTS: AMOUNTS PER AVAILABLE ROOM**

	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Subject Stabilized \$
Year:	2021/22	2021	2021	2019	2019	2021
Edition:	11	11	11	11	11	11
Number of Rooms:	80 to 100	60 to 80	70 to 90	40 to 60	130 to 160	80
Occupied Rooms:	21,856	14,155	23,973	11,951	30,663	41,172
Days Open:	365	365	365	365	365	365
Occupancy:	67%	57%	82%	71%	58%	141%
Average Rate:	\$270	\$369	\$210	\$355	\$316	\$336
RevPAR:	\$180	\$210	\$173	\$253	\$183	\$474
<b>REVENUE</b>						
Rooms	\$65,685	\$76,767	\$62,995	\$92,296	\$66,874	\$172,988
Food	19,188	29,535	0	76,350	41,844	61,758
Beverage	15,389	12,713	0	0	6,765	15,440
Other Operated Departments	4,645	52,034	335	1,318	3,825	66,133
Miscellaneous Income	133	11,559	279	678	666	1,158
Total	105,041	182,608	63,609	170,641	119,974	317,476
<b>DEPARTMENTAL EXPENSES</b>						
Rooms	13,119	22,043	17,431	25,907	21,290	46,707
Food & Beverage	30,242	29,221	0	59,256	31,107	61,758
Other Operated Departments	2,827	39,869	164	466	1	29,206
Total	46,188	91,133	17,595	85,629	52,398	137,671
<b>DEPARTMENTAL INCOME</b>	<b>58,853</b>	<b>91,475</b>	<b>46,015</b>	<b>85,013</b>	<b>67,576</b>	<b>179,804</b>
<b>UNDISTRIBUTED OPERATING EXPENSES</b>						
Administrative & General	7,442	15,110	8,229	18,853	9,881	12,000
Info. and Telecom. Systems	1,599	2,325	446	2,787	1,665	1,800
Marketing	5,872	7,429	1,697	9,665	14,844	9,500
Franchise Fee	3,636	0	2,658	0	0	0
Property Operations & Maintenance	3,757	11,308	3,259	5,932	5,537	6,500
Utilities	2,264	10,243	1,281	9,632	4,016	3,000
Total	24,571	46,415	17,570	46,869	35,944	32,800
<b>GROSS OPERATING PROFIT</b>	<b>34,282</b>	<b>45,060</b>	<b>28,445</b>	<b>38,144</b>	<b>31,632</b>	<b>147,005</b>
Management Fee	3,478	5,492	0	5,119	3,740	9,524
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	<b>30,804</b>	<b>39,567</b>	<b>28,445</b>	<b>33,025</b>	<b>27,893</b>	<b>137,480</b>
<b>NON-OPERATING INCOME AND EXPENSE</b>						



**FIGURE 12-11 COMPARABLE OPERATING STATEMENTS: AMOUNTS PER OCCUPIED ROOM**

	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Subject Stabilized \$
Year:	2021/22	2021	2021	2019	2019	2021
Edition:	11	11	11	11	11	11
Number of Rooms:	80 to 100	60 to 80	70 to 90	40 to 60	130 to 160	80
Occupied Rooms:	21,856	14,155	23,973	11,951	30,663	41,172
Days Open:	365	365	365	365	365	365
Occupancy:	67%	57%	82%	71%	58%	141%
Average Rate:	\$270	\$369	\$210	\$355	\$316	\$336
RevPAR:	\$180	\$210	\$173	\$253	\$183	\$474
<b>REVENUE</b>						
Rooms	\$270.48	\$368.79	\$210.22	\$355.25	\$316.24	\$336.13
Food	79.01	141.88	0.00	293.87	197.87	120.00
Beverage	63.37	61.07	0.00	0.00	31.99	30.00
Other Operated Departments	19.13	249.97	1.12	5.07	18.09	128.50
Miscellaneous Income	0.55	55.53	0.93	2.61	3.15	2.25
Total	432.54	877.24	212.27	656.81	567.34	616.88
<b>DEPARTMENTAL EXPENSES</b>						
Rooms	54.02	105.89	58.17	99.72	100.68	90.75
Food & Beverage	124.53	140.37	0.00	228.08	147.10	120.00
Other Operated Departments	11.64	191.53	0.55	1.79	0.01	56.75
Total	190.20	437.80	58.71	329.59	247.78	267.50
<b>DEPARTMENTAL INCOME</b>	<b>242.35</b>	<b>439.44</b>	<b>153.56</b>	<b>327.22</b>	<b>319.56</b>	<b>349.37</b>
<b>UNDISTRIBUTED OPERATING EXPENSES</b>						
Administrative & General	30.64	72.59	27.46	72.57	46.73	23.32
Info. and Telecom. Systems	6.58	11.17	1.49	10.73	7.87	3.50
Marketing	24.18	35.69	5.66	37.20	70.20	18.46
Franchise Fee	14.97	0.00	8.87	0.00	0.00	0.00
Property Operations & Maintenance	15.47	54.32	10.87	22.83	26.18	12.63
Utilities	9.32	49.21	4.28	37.07	18.99	5.83
Total	101.18	222.98	58.63	180.40	169.97	63.73
<b>GROSS OPERATING PROFIT</b>	<b>141.17</b>	<b>216.46</b>	<b>94.92</b>	<b>146.82</b>	<b>149.59</b>	<b>285.64</b>
Management Fee	14.32	26.38	0.00	19.70	17.68	18.51
<b>INCOME BEFORE NON-OPER. INC. &amp; EXP.</b>	<b>126.85</b>	<b>190.08</b>	<b>94.92</b>	<b>127.11</b>	<b>131.90</b>	<b>267.13</b>
<b>NON-OPERATING INCOME AND EXPENSE</b>						



The comparable properties' departmental income ranged from 47.3% to 54.9% of total revenue.

The following table presents a detailed forecast through the fifth projection year, including amounts per available room (PAR) and per occupied room (POR). The second table illustrates our ten-year forecast of income and expense, presented with a lesser degree of detail. The forecasts pertain to years that begin on April 1, 2022, expressed in inflated dollars for each year.

FIGURE 12-12 DETAILED FORECAST OF INCOME AND EXPENSE

	2025/26	2025/27	2027/28	2027/29	2029/30
Number of Rooms:	80	80	80	80	80
Occupancy:	69%	71%	71%	71%	71%
Average Rate:	\$361.32	\$388.17	\$412.55	\$424.55	\$437.28
RevPAR:	\$224.02	\$267.84	\$292.65	\$301.43	\$310.47
Days Open:	365	365	365	365	365
Occupied Rooms:	18,104	20,148	20,732	20,732	20,732
OPERATING REVENUE					
Rooms	\$6,541	\$8,176	\$8,802	\$9,066	\$9,325
Food	2,212	2,764	3,142	3,237	3,237
Beverage	535	668	763	786	809
Other Operated Departments	112	139	131	135	135
Spa/Health Club	610	763	838	863	863
Recreation/Tours	1,176	1,468	1,571	1,618	1,618
Resort Fee	654	816	825	850	850
Miscellaneous Income	50	629	715	736	759
Total Operating Revenues	11,890	14,822	16,154	16,638	16,638
DEPARTMENTAL EXPENSES*					
Rooms	2,065	2,587	2,840	2,976	3,057
Food & Beverage	2,570	3,213	3,575	3,727	3,727
Other Operated Departments	65	807	874	900	927
Spa/Health Club	540	674	715	736	736
Recreation/Tours	680	849	850	850	850
Total Expenses	5,919	7,389	8,005	8,423	8,423
DEPARTMENTAL INCOME	5,971	7,433	8,149	8,215	8,215
UNDISTRIBUTED OPERATING EXPENSES					
Administrative & General	1,055	1,126	1,177	1,213	1,249
Info & Telecom Systems	158	169	177	182	187
Marketing	835	1,044	1,145	1,199	1,235
Prop. Operations & Maint.	572	610	638	657	676
Utilities	264	329	349	378	390
Total Expenses	2,885	3,278	3,487	3,629	3,727
GROSS OPERATING PROFIT	3,086	4,155	4,662	4,586	4,488
Management Fee	357	445	485	499	499
INCOME BEFORE NON-OPR. INC. & EXP.	2,729	3,710	4,177	4,087	3,989
NON-OPERATING INCOME & EXPENSE					
Property Taxes	217	214	237	244	244
Insurance	92	156	101	104	104
Total Expenses	310	370	338	348	348
EBITDA	2,419	3,340	3,839	3,739	3,641
Reserve for Replacement	238	297	306	317	317
EBITDA LESS RESERVE	\$2,181	\$3,043	\$3,533	\$3,422	\$3,324

\*Departmental expenses are expressed as a percentage of departmental revenues.

FIGURE 12-13 TEN-YEAR FORECAST OF INCOME AND EXPENSE

	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35
Number of Rooms:	80	80	80	80	80	80	80	80	80	80
Occupied Rooms:	18,104	20,148	20,732	20,732	20,732	20,732	20,732	20,732	20,732	20,732
Occupancy:	62%	69%	71%	71%	71%	71%	71%	71%	71%	71%
Average Rate:	\$361.32	\$388.17	\$412.18	\$424.55	\$437.28	\$450.40	\$463.91	\$477.83	\$492.17	\$506.93
RevPAR:	\$224.02	\$267.84	\$292.65	\$301.43	\$310.47	\$319.78	\$329.38	\$339.26	\$349.44	\$359.92
	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross
	% of	% of	% of	% of	% of	% of	% of	% of	% of	% of
	55.0	54.6	54.5	54.5	54.5	54.5	54.5	54.5	54.5	54.5
	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
OPERATING REVENUE										
Rooms	\$6,541	\$7,821	\$8,545	\$8,802	\$9,066	\$9,338	\$9,618	\$9,906	\$10,204	\$10,510
Food	2,212	2,754	3,051	3,142	3,237	3,334	3,434	3,537	3,643	3,752
Beverage	535	666	763	786	809	833	858	884	911	938
Other Operated Departments	112	122	127	131	135	139	143	147	152	156
Miscellaneous Income	50	55	57	59	61	63	64	66	68	70
Total Operating Revenues	11,890	14,336	15,682	16,154	16,638	17,137	17,651	18,180	18,727	19,288
	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
DEPARTMENTAL EXPENSES*										
Rooms	2,065	2,215	2,307	2,376	2,448	2,521	2,597	2,675	2,755	2,838
Food & Beverage	2,570	2,861	3,051	3,142	3,237	3,334	3,434	3,537	3,643	3,752
Other Operated Departments	65	68	70	72	74	76	79	81	83	86
Total Expenses	5,919	49.8	6,454	7,005	7,215	7,431	7,654	7,884	8,120	8,364
	50.2	55.0	56.6	56.6	56.6	56.6	56.6	56.6	56.6	56.6
UNDISTRIBUTED OPERATING EXPENSES										
Administrative & General	1,055	1,126	1,177	1,213	1,249	1,286	1,325	1,365	1,406	1,448
Info & Telecom Systems	158	169	177	182	187	193	199	205	211	217
Marketing	835	892	932	960	989	1,018	1,049	1,080	1,113	1,146
Prop. Operations & Maint.	572	610	638	657	676	697	718	739	761	784
Utilities	264	282	294	303	312	322	331	341	351	362
Total Expenses	2,885	3,078	3,218	3,314	3,414	3,516	3,622	3,730	3,842	3,957
	26.0	33.4	20.5	20.5	20.5	20.5	20.5	20.5	20.5	20.5
GROSS OPERATING PROFIT	3,086	4,804	5,664	5,835	6,010	6,190	6,375	6,566	6,764	6,967
Management Fee	357	430	470	485	499	514	530	545	562	579
INCOME BEFORE NON-OPR. INC. & EXP.	2,729	4,374	5,194	5,350	5,510	5,676	5,846	6,021	6,202	6,388
NON-OPERATING INCOME & EXPENSE										
Property Taxes	217	224	230	237	244	252	259	267	275	283
Insurance	92	95	98	101	104	107	110	114	117	121
Total Expenses	310	319	328	338	348	359	370	381	392	404
EBITDA	2,420	4,055	4,865	5,012	5,162	5,317	5,476	5,640	5,810	5,984
Reserve for Replacement	238	430	627	646	666	685	706	727	749	772
EBITDA LESS RESERVE	\$2,182	\$3,625	\$4,238	\$4,366	\$4,496	\$4,631	\$4,770	\$4,913	\$5,061	\$5,213
	18.4	25.1	27.0	27.0	27.0	27.0	27.0	27.0	27.0	27.0



We anticipate that it will take three years for the proposed subject hotel to reach a stabilized level of operation. Each revenue and expense item has been forecast based upon our review of the proposed subject hotel's operating budget and comparable income and expense statements. The forecast is based upon fiscal years beginning July 1, 2018, expressed in inflated dollars for each year.

The proposed subject hotel's food and beverage operation is expected to be an important component of the hotel. Therefore, based upon our review of comparable operating statements, we have positioned an appropriate revenue level given the hotel's planned facility and price point. We would anticipate future moderate growth to occur within this category after the hotel's opening.

Furthermore, we have considered a spa, recreational/tour offerings, and resort fee that have been positioned based on relevant comparable operating statements.

## Property Taxes

As similar property tax analysis was completed as presented for the existing resort and a portion of the land value was allocated to determine the land assessment.

Based on comparable assessments and the tax rate information, the proposed subject property's projected property tax expense levels are calculated as follows.

**FIGURE 12-14 PROJECTED PROPERTY TAX BURDEN (BASE YEAR)**

Hotel	Year Open	Land	Taxable		Total Real Property
			Improvements	Personal	
Goulding's Lodge (Motel Only)	1954		\$1,597,753	\$3,101,506	\$1,597,753
Desert Rose Inn & Cabins	1999	\$64,250	\$896,285	N/A	\$960,535
Bluff Dwellings Resort & Spa	2020	129,875	1,673,841	N/A	1,803,716
Rodeway Inn & Suites Blanding	1992	70,160	1,598,515	N/A	1,668,675
Rodeway Inn & Suites Monticello	1996	50,760	883,930	N/A	934,690
<i>Assessments per Room</i>	<i># of Rms</i>				
Desert Rose Inn & Cabins	52	\$1,236	\$17,236	N/A	\$18,472
Bluff Dwellings Resort & Spa	54	2,405	30,997	N/A	33,402
Rodeway Inn & Suites Blanding	31	2,263	51,565	N/A	53,828
Rodeway Inn & Suites Monticello	24	2,115	36,830	N/A	38,945
Goulding's Lodge	152	0	10,512	20,405	10,512
Positioned Subject - Per Room	80	\$4,895	\$150,000	\$25,000	\$179,895
Positioned Subject - Total		\$391,615	\$12,000,000	\$2,000,000	\$14,391,615

Source: San Juan County Assessor



**FIGURE 12-15 PROJECTED PROPERTY TAX EXPENSE – SUMMARY**

Year	Taxes Payable			Total Tax Payable
	Real	Personal	Total	
Positioned	\$158,179	\$25,530	\$183,709	\$183,709
2025/26	\$186,933	\$30,171	\$217,104	\$217,104
2026/27	\$192,541	31,076	223,617	\$223,617

This analysis was then considered to develop a prospective “when open” value through a discounted cash flow (DCF) analysis as of April 1, 2025, to utilize in a residual-land-value calculation. The DCF analysis for the prospective resort is shown on the following table and utilizes the same discount and terminal capital rate as the existing hotel. We have considered the risk in establishing the property to be offset by its new construction and modern design.

**FIGURE 12-16 – “WHEN OPEN”**

Year	EBITDA Less Reserve	Discount Factor @ 10.00%	Discounted Cash Flow
2025/26	\$2,181,920	0.90909	\$1,983,563
2026/27	3,624,941	0.82645	2,995,819
2027/28	4,237,841	0.75131	3,183,953
2028/29	4,365,547	0.68301	2,981,728
2029/30	4,496,461	0.62092	2,791,948
2030/31	4,631,372	0.56447	2,614,289
2031/32	4,770,191	0.51316	2,447,862
2032/33	4,912,822	0.46651	2,291,868
2033/34	5,061,000	0.42410	2,146,327
2034/35	70,312,000 *	0.38554	27,108,420
Estimated Value			\$50,545,777
(SAY)			\$50,500,000
Per Room			\$631,000

**Reversion Analysis**

11th Year's EBITDA Less Reserves	\$5,369,029
Capitalization Rate	8.0%
Total Sales Proceeds	\$67,113,000
Less: Transaction Costs @ 3.0%	2,013,390
Net Sales Proceeds	\$65,099,610

\*10th year net income of \$5,213,000 plus sales proceeds of \$65,099,610





We then discounted the prospective "when open" value to a current value, as illustrated in the following table.

#### FIGURE 12-17 PRESENT VALUE OF RESORT

When complete Value of the Hotel as of 04 01, 2025	\$50,200,000
Discount Factor of 4 %	<u>0.8874</u>
Value as of 03 16, 2022	\$44,500,000

This present value was then deducted from the developed construction cost. The following table illustrates resulting residual land values.

#### FIGURE 12-18 RESIDUAL LAND VALUE CALCULATIONS

Present Value of Hotel	\$44,500,000
<u>Total Cost New Estimate (Excluding Land)</u>	<u>35,952,000</u>
Land Value Opinion as of March 13, 2022	\$8,548,000
Per Unit (based on 80 units)	\$106,850
Land Value as Percentage of Total Cost	19%

#### Ground Lease Capitalization Approach

A ground lease capitalization approach was also completed, as set forth below.

Over the past several decades, hotels and resorts have routinely been constructed on leased land. While the lease terms differ somewhat from property to property, the basis for the rental calculation is often tied to a percentage-of-revenue formula. By using the forecasted revenues for the subject property and applying a typical ground-lease rental formula, an appraiser can determine the hotel's economic rental (i.e., the income attributed to the land). The land value can then be estimated by capitalizing the hypothetical ground rent. The self-adjusting aspect of this approach is a key element to its reliability.

We have researched actual long-term ground leases encumbering hotels. These ground-lease rental formulas indicate a reasonable range of economic ground rents for resorts such as the subject property of 3.0% to 6.0% of total revenue. For the purpose of this analysis, we have selected 4.0% as a reasonable ground rental rate for the subject property.

Based on the revenue projections set forth for the subject property as part of this appraisal, the following table shows how the economic ground rent has been



calculated. Note that the stabilized revenue level has been deflated back to the first projection year's dollars.

#### FIGURE 12-19 GROUND LEASE CAPITALIZATION LAND VALUE CALCULATIONS

Deflated Stabilized Total evenue	\$12,789,084
Rental Percentage	4.0 %
Economic Ground Rent	\$511,563
$\frac{\text{Economic Ground Rent}}{\text{Capitalization Rate}} = \frac{\$511,563}{6.0 \%} =$	\$8,526,056

We have concluded the following excess land value:

#### FIGURE 12-20 EXCESS LAND VALUE CONCLUSION

Land Value	\$8,500,000
Land Value per Room	\$106,000



## 13. Reconciliation of Value Indications

The reconciliation, which is the last step in the appraisal process, involves summarizing and correlating the data and procedures employed throughout the analysis. The final value conclusion is arrived at after reviewing the estimates indicated by the income capitalization and sales comparison approaches. The relative significance, applicability, and defensibility of each indicated value are considered, and the greatest weight is given to that approach deemed most appropriate for the property being appraised.

The purpose of this report is to estimate the market value of the combined fee simple and leasehold interest in the subject property; our appraisal involves a careful analysis of the property itself and the economic, demographic, political, physical, and environmental factors that influence real estate values.

### Value Conclusion

Careful consideration has been given to the strengths and weaknesses of the three approaches. In recognition of the purpose of this appraisal, we have given primary weight to the value indicated by the income capitalization approach.

Based on our analysis, we have concluded to the following opinions of market value:

	As Is
Date of Value	March 16, 2020
Exposure Time (Months)	4 to 12
Real Property Value	\$71,420,000
Personal Property Value	1,980,000
Intangible Property Value	0
Reconciled Value	\$73,400,000
Reconciled Value per Key	483,000
Interest Appraised	combined fee simple and leasehold

The estimates of market value include the land (if applicable), the improvements, and the furniture, fixtures, and equipment. The appraisal assumes that the hotel is open and operational.

This analysis is based on the extraordinary assumption that the subject land equates to 633 acres owned in fee and 37 acres subject to ground leases. We were not provided with a full survey, legal description, or other complete description of the



site; furthermore, we were not provided with a copy of each lease. As such, we have assumed that the historical rent collection represents the full lease payment and that the leases would continue throughout the projection period and extend (or be extended) into the future. The analysis is also based on the extraordinary assumption that the described improvements utilized in the excess land analysis have been completed as of the prospective "when complete" date of value. The reader should understand that the expansion related to the proposed 80-room resort does not yet exist as of the date of appraisal. Our appraisal does not address unforeseeable events that could alter the proposed project, and/or the market conditions reflected in the analyses; we assume that no significant changes, other than those anticipated and explained in this report, shall take place between the date of inspection and date of prospective value. The use of these extraordinary assumptions may have affected the assignment results. We have made no other extraordinary assumptions specific to this appraisal. However, several important general assumptions have been made that apply to this appraisal and our valuations of proposed hotels in general. These aspects are set forth in the Assumptions and Limiting Conditions chapter of this report.

## Components of Value

USPAP requires the appraiser to "identify any personal property, trade fixtures, or intangible items that are not real property but are included in the appraisal" and "to analyze the effect on value of such non-real property items."<sup>15</sup> The estimates of market value include the land, improvements, and personal property. The appraisal assumes that the hotel is open and operational.

Hotels comprise three primary components: the real property (land and improvements), personal property, and intangible property. Real property is defined as "the interests, benefits, and rights inherent in the ownership of real estate (land and improvements)."<sup>16</sup> Personal property is defined as "identifiable tangible objects that are considered by the general public as being 'personal'—for example, furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; all tangible property that is not classified as real estate."<sup>17</sup>

The personal property consists of the furniture, fixtures, and equipment (FF&E) and the inventories in place at the subject property as of the date of value. Personal property is an integral part of a transient lodging facility. The allocation of a portion of the overall hotel's value to the personal property is not explicitly considered by hotel investors in making their pricing decisions. Lodging facilities are usually sold with their personal property in place. In accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), we have delineated the market value of

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<sup>15</sup> Ibid.

<sup>16</sup> Ibid.

<sup>17</sup> Ibid.



the subject hotel's personal property. Most furnishings in a hotel can command little more than a salvage value substantially lower than the original cost when sold separately from the improvements. Personal property has been valued based on its depreciated replacement cost.

USPAP defines intangible property as "nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment."<sup>18</sup> All value attributable to the intangible property has been removed with the assumed expense of a management fee and a franchise fee (if applicable) in the valuation process.

Our concluded opinions of the subject hotel's market value include the value of the real property (land and improvements) and the value of the personal property only, with the allocations shown in the previous table.

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<sup>18</sup> Ibid.



## 14. Statement of Assumptions and Limiting Conditions

1. This report is to be used in whole and not in part.
2. No responsibility is assumed for matters of a legal nature, nor do we render any opinion as to title, which is assumed marketable and free of any deed restrictions and easements. The property is valued as though free and clear unless otherwise stated.
3. We assume that there are no hidden or unapparent conditions of the sub-soil or structures, such as underground storage tanks, that would render the property more or less valuable. No responsibility is assumed for these conditions or for any engineering that may be required to discover them.
4. We have not considered the presence of potentially hazardous materials such as asbestos, urea-formaldehyde foam insulation, any form of toxic waste, polychlorinated biphenyls (PCBs), pesticides, mold, or lead-based paints. We are not qualified to detect hazardous substances and urge the client to retain an expert in this field if desired.
5. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. We have conducted no specific compliance survey to determine whether the subject property has been designed in accordance with the various detailed requirements of the ADA. It is possible that the design does not conform to the requirements of the act, and this could have an unfavorable effect on value. Because we have no direct evidence regarding this issue, our estimate of value does not consider possible non-compliance with the ADA.
6. We have made no survey of the property, and we assume no responsibility in connection with such matters. Sketches, photographs, maps, and other exhibits are included to assist the reader in visualizing the property. It is assumed that the use of the described real estate is within the boundaries of the property described and that there is no encroachment or trespass unless noted.
7. All information, financial operating statements, estimates, and opinions obtained from parties not employed by TS Worldwide, LLC are assumed true and correct. We can assume no liability resulting from misinformation.
8. Unless noted, we assume that there are no encroachments, zoning violations, or building violations encumbering the subject property.



9. The property is assumed to be in full compliance with all applicable federal, state, local, and private codes, laws, consents, licenses, and regulations (including the appropriate liquor license if applicable), and that all licenses, permits, certificates, franchises, and so forth can be freely renewed or transferred to a purchaser.
10. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless specified otherwise.
11. None of this material may be reproduced in any form without our written permission, and the report cannot be disseminated to the public through advertising, public relations, news, sales, or other media.
12. We are not required to give testimony or attendance in court because of this analysis without previous arrangements and shall do so only when our standard per-diem fees and travel costs have been paid prior to the appearance.
13. If the reader is making a fiduciary or individual investment decision and has any questions concerning the material presented in this report, it is recommended that the reader contact us.
14. We take no responsibility for any events or circumstances that take place subsequent to either the date of value or the date of our field inspection, whichever occurs first.
15. The quality of a lodging facility's onsite management has a direct effect on a property's economic viability and value. The financial forecasts presented in this analysis assume responsible ownership and competent management. Any departure from this assumption may have a significant impact on the projected operating results and the value estimate.
16. The financial analysis presented in this report is based upon assumptions, estimates, and evaluations of the market conditions in the local and national economy, which may be subject to sharp rises and declines. Over the projection period considered in our analysis, wages and other operating expenses may increase or decrease because of market volatility and economic forces outside the control of the hotel's management. We assume that the price of hotel rooms, food, beverages, and other sources of revenue to the hotel will be adjusted to offset any increases or decreases in related costs. We do not warrant that our estimates will be attained, but they have been developed based upon information obtained during the course of our market research and are intended to reflect the expectations of a typical hotel buyer as of the stated date(s) of valuation.



17. This analysis assumes continuation of all Internal Revenue Service tax code provisions as stated or interpreted on either the date of value or the date of our field inspection, whichever occurs first.
18. Many of the figures presented in this report were generated using sophisticated computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded to the nearest tenth of a percent. Thus, these figures may be subject to small rounding errors.
19. It is agreed that our liability to the client is limited to the amount of the fee paid as liquidated damages. Our responsibility is limited to the client; the use of this report by third parties shall be solely at the risk of the client and/or third parties. The use of this report is also subject to the terms and conditions set forth in our engagement letter with the client.
20. Although this analysis employs various mathematical calculations to provide value indications, the final estimate is subjective and may be influenced by our experience and other factors not specifically set forth in this report.
21. Any distribution of the total value between the land and improvements or between partial ownership interests applies only under the stated use. Moreover, separate allocations between components are not valid if this report is used in conjunction with any other analysis.
22. Our report has been prepared in accordance with, and is subject to, the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) and the Uniform Standards of Professional Practice (USPAP), as provided by the Appraisal Foundation.
23. This study was prepared by TS Worldwide, LLC. All opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of TS Worldwide, LLC as employees, rather than as individuals.





## 15. Certification

The undersigned hereby certify that, to the best of our knowledge and belief:

1. the statements of fact presented in this report are true and correct;
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions;
3. we have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
4. we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. our engagement in this assignment was not contingent upon developing or reporting predetermined results;
6. our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
7. our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice;
8. The subject property was inspected by Lauren Reynolds on March 16, 2022; the photographs in this report reflect the condition of the property as observed on that date. McKenna Luke, MAI participated in the analysis and reviewed the findings, but did not personally inspect the property;
9. Lauren Reynolds provided significant real property appraisal assistance to McKenna Luke, MAI, and that no one other than those listed above and the undersigned prepared the analyses, conclusions, and opinions concerning the real estate that are set forth in this appraisal report;
10. McKenna K. Luke, MAI, has not performed services, as an appraiser or in any other capacity, on the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment;
11. the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code



of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

12. the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives; and
13. as of the date of this report, McKenna K. Luke, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

A handwritten signature in cursive script, appearing to read 'McKenna K. Luke', is positioned above a horizontal line.

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McKenna Luke, MAI  
Managing Director  
TS Worldwide, LLC  
Temporary State Appraiser License (UT): 12672954-TCG0



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## McKenna Luke, MAI

### EMPLOYMENT

2012 to present	HVS CONSULTING AND VALUATION SERVICES Albuquerque, New Mexico
2011 – 2012	STONEBRIDGE COMPANIES Englewood, Colorado
2011	HYATT REGENCY CONVENTION CENTER Denver, Colorado
2009 – 2011	UNIVERSITY OF DENVER RECREATION DEPARTMENT Denver, Colorado
2010	HYATT REGENCY TECH CENTER Denver, Colorado
2009	THE STANLEY HOTEL Estes Park, Colorado
2005 – 2008	PATTY JEWETT BAR AND GRILL Colorado Springs, Colorado

### EDUCATION AND OTHER TRAINING

MBA – Daniels College of Business, University of Denver  
*Finance*

BSBA – Daniels College of Business, University of Denver  
*Hospitality Management*

*Other Specialized Training Classes Completed:*

- Uniform Standards of Professional Appraisal Practice – 15 hours
- Basic Appraisal Procedures – 30 hours
- Basic Appraisal Principles – 30 hours
- General Appraiser Income Approach (Parts I and II) – 60 hours
- General Appraiser Market Analysis and HBU – 30 hours
- General Appraiser Site Valuation and Cost Approach – 30 hours
- General Appraiser Sales Comparison Approach – 30 hours
- General Appraiser Report Writing and Case Studies – 30 hours



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**EDUCATION (CONTINUED)**

Business Practices and Ethics – 7 hours  
Statistics, Modeling and Finance – 15 hours  
Advanced Income – 30 hours  
Advanced Market Analysis and HBU – 40 hours  
Quantitative Analysis – 40 hours  
General Demonstration Report Writing – 7 hours  
Eminent Domain – 7 hours  
Forecasting Revenue – 7 hours  
Intro to Green Buildings – 7 hours  
Land and Site Valuation – 7 hours  
Capstone – Demo Report  
Vineyard Valuation Seminar – 7 hours  
Subdivision Valuation – 7 hours  
Evaluating Today's Appraisal – 7 hours  
California Law – 4 hours  
Biennial USPAP Updates

*Court of Master Sommelier, Americas*  
Introductory Course & Examination – 18 hours

**STATE CERTIFICATIONS**

Alaska, Arizona, Missouri, New Mexico, Texas

**PROFESSIONAL  
AFFILIATIONS**

Appraisal Institute – Designated Member (MAI)

**PUBLISHED ARTICLES**

*HVS Journal* "COVID-19's Impact on the Albuquerque Lodging Market," April 2021  
*HVS Journal* "HVS Market Pulse: Columbia, South Carolina," September 2019  
*HVS Journal* "Vineyard and Winery Market Intelligence," December 2018  
*HVS Journal* "Key Takeaways: Hunter Conference," co-authored with Heidi Nielsen, April 2017  
*HVS Journal* "Industry Insights: Impacts of Major Brand PIPs," co-authored with Dinaker Mallya, February 2017  
*HVS Journal* "Key Considerations for Historic Building Conversions," co-authored with Shannon Sampson and Mallory White, February 2017  
*HVS Journal* "Four Key Takeaways – 2015 North America Tourism & Hospitality Investment Conference (NATHIC)," co-authored with Heidi Nielsen and Kirby Payne, November 2015



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<i>HVS Journal</i>	"Three Key Takeaways – North America Hotel Investments Conference 2014," co-authored with Meghan Bean, December 2014
<i>HVS Journal</i>	"In Focus – Health and Wellness Hotel Trends," July 2014
<i>HVS Journal</i>	"Market Intelligence Report 2013: Oklahoma City," May 2013
<i>HVS Journal</i>	"HVS Market Intelligence Report: Oklahoma City, Oklahoma," January 2013



## **EXAMPLES OF PROPERTIES APPRAISED OR EVALUATED**

### **PORTFOLIO VALUATION**

Portfolio of 12 Great Wolf Lodge  
Properties, Various Locations  
Portfolio of 14 Great Wolf Lodge  
Properties, Various Locations  
Portfolio of 10 Marriott- or Hyatt-  
branded Hotels, Various Locations  
Portfolio of 14 Boutique Hotels  
Portfolio of 2 Best Western Hotels,  
Colorado Springs  
Portfolio of 2 Cloverleaf Suites Hotels,  
North Carolina and South Carolina  
Portfolio of 4 Boutique Hotels,  
California  
Portfolio of 7 Full-Service Hotels,  
Various Locations  
Portfolio of 58 InTown Suites  
Properties, Various Locations  
Tharaldson Portfolio of 89 Hotels,  
Various Locations  
Portfolio of 7 Hotels, Various Locations  
Portfolio of 8 Marriott- or Hilton-  
branded Hotels, Various Locations  
Portfolio of 6 Limited- or Full-Service  
Hotels, Various Locations  
Portfolio of 4 Resort Properties,  
Southern California  
Portfolio of 3 Hilton-Branded Hotels,  
Michigan, Mississippi, & Maryland  
Portfolio of 5 Hotels for Broadshore  
Capital  
Portfolio of 4 Club Quarters  
Properties, Various Locations

### **ALABAMA**

Hilton Garden Inn Montgomery East,  
Montgomery  
Proposed Hotel, Section

### **ALASKA**

Comfort Inn Downtown Ship Creek,  
Anchorage  
Microtel Inn & Suites Anchorage,  
Anchorage

Motel 6 Anchorage Midtown,  
Anchorage

### **ARIZONA**

Cambria Hotel Downtown Phoenix  
Convention Center, Phoenix  
Proposed Hyatt Place Downtown  
Phoenix, Phoenix  
Wyndham Garden Hotel Phoenix  
Midtown, Phoenix  
Embassy Suites by Hilton, Scottsdale  
Fairmont Scottsdale Princess,  
Scottsdale  
Four Seasons Scottsdale at Troon  
North, Scottsdale  
Great Wolf Lodge Talking Stick,  
Scottsdale  
Homewood Suites by Hilton  
Phoenix/Scottsdale, Scottsdale  
Sanctuary on Camelback Mountain,  
Scottsdale  
JW Marriott Starr Pass Resort & Spa,  
Tucson  
Market Area Overview, Scottsdale  
Tanque Verde Guest Ranch, Tucson

### **ARKANSAS**

Quality Suites, Paragould

### **CALIFORNIA**

Hilton, Anaheim  
Portofino Inn & Suites, Anaheim  
Sheraton Park Hotel at the Anaheim  
Resort, Anaheim  
Bear Valley Ski Resort, Bear Valley  
Radisson Hotel, Brisbane  
Hotel Amarano, Burbank  
Courtyard San Diego Carlsbad  
McClellan-Palomar Airport, Carlsbad  
Park Hyatt Aviara, Carlsbad  
Proposed Hampton Inn, Chico  
Proposed Boutique Hotel,  
Copperopolis  
Proposed Reverber by Hard Rock, Cotati  
Courtyard by Marriott Los Angeles  
Westside, Culver City  
Proposed Hyatt Hotel, Fresno

Hampton Inn & Suites Los Angeles  
Glendale, Glendale  
Ritz-Carlton Half Moon Bay, Half Moon  
Bay  
Proposed Resort Hopland, Hopland  
Best Western Plus South Bay LAX  
Airport, Lawndale  
Westin, Long Beach  
Days Inn Hollywood Near Universal  
Studios, Los Angeles  
Hotel Normandie, Los Angeles  
Westin Bonaventure Hotel & Suites,  
Los Angeles  
Proposed Courtyard and Residence  
Inn by Marriott, Marina Del Rey  
Proposed Element by Westin, Milpitas  
Motel 6 Modesto North, Modesto  
InterContinental Clement Monterey,  
Monterey  
Portola Hotel & Spa Monterey Bay,  
Monterey  
Hotel Indigo Napa Valley, Napa  
Ivy Hotel, Napa  
Marriott Napa Valley Hotel & Spa,  
Napa  
Meritage Resort at Napa, Napa  
Proposed Four-Star Hotel, Napa  
Vista Collina Resort, Napa  
Proposed Extended-Stay Hotel  
Newark, Newark  
Oakland Airport Executive Hotel,  
Oakland  
Proposed Moxy Uptown Oakland,  
Oakland  
Proposed Oakland Hotel, Oakland  
DoubleTree by Hilton Anaheim Orange  
County, Orange  
Villa Royale Inn, Palm Springs  
Proposed Graduate Hotel, Palo Alto  
Proposed Home2 Suites by Hilton,  
Petaluma  
Courtyard by Marriott  
Richmond/Berkeley, Richmond  
Hilton Garden Inn Sacramento Airport  
Natomas, Sacramento  
Fairfield Inn & Suites by Marriott San  
Francisco San Carlos, San Carlos



Estancia La Jolla Hotel and Spa, San Diego  
Proposed SpringHill Suites, San Diego  
Rancho Bernardo Inn, San Diego  
Wyndham Garden San Diego  
SeaWorld, San Diego  
Aquarium of the Bay, San Francisco  
Battery, San Francisco  
Four Points SFO, South San Francisco  
Hilton San Francisco Financial District, San Francisco  
Holiday Inn Fisherman's Wharf San Francisco, San Francisco  
Hotel G, San Francisco  
Huntington Hotel, San Francisco  
Hyatt Place San Francisco Downtown, San Francisco  
Scarlet Huntington, San Francisco  
Stanford Court, San Francisco  
San Luis Creek Lodge, San Luis Obispo  
Embassy Suites San Rafael Marin County, San Rafael  
Hotel Californian, Santa Barbara  
Hyatt Centric, Santa Barbara  
Proposed La Bahia Hotel, Santa Cruz  
Motel 6 Santa Nella Los Banos  
Interstate 5, Santa Nella  
Hilton Sonoma Wine Country (Closed), Santa Rosa  
Hotel Santa Rosa, Santa Rosa  
Domain Hotel Silicon Valley, Sunnyvale  
Motel 6 Turlock, Turlock  
Hyatt Regency Valencia, Valencia  
Motel 6 Vallejo West, Vallejo  
Proposed Vallejo Waterfront Hotel, Vallejo  
Proposed Boutique Hotel, Walnut Creek

#### **COLORADO**

Proposed Hotel Indigo, Denver  
Stanley Hotel, Estes Park  
Proposed Best Western Plus, Hayden  
Courtyard by Marriott Denver  
Southwest Lakewood, Lakewood  
Residence Inn by Marriott Denver  
Southwest Lakewood, Lakewood

Hyatt House, Colorado Springs  
TownePlace Suites by Marriott  
Colorado Springs South, Colorado Springs

#### **CONNECTICUT**

DoubleTree by Hilton Hotel, Norwalk

#### **DELAWARE**

TownePlace Suites by Marriott  
Wilmington Newark Christiana, Newark  
Sheraton Suites, Wilmington

#### **DISTRICT OF COLUMBIA**

River Inn, Washington

#### **FLORIDA**

Wyndham Hotel, Boca Raton  
Dreamview Beachfront Hotel & Resort, Clearwater Beach  
Plantation on Crystal River an Ascend Hotel Collection Member, Crystal River  
SpringHill Suites by Marriott, Gainesville  
Marriott Beachside Condo Hotel Key West, Key West  
Holiday Inn Express & Suites Orlando International Drive, Orlando  
Holiday Inn Express Orlando International Drive, Orlando  
Brazilian Court Hotel & Beach Club, Palm Beach  
Ritz-Carlton, Sarasota

#### **GEORGIA**

Hampton Inn (Southlake Parkway), Atlanta  
Hampton Inn & Suites (Bobby Brown Parkway), Atlanta  
Georgia Tech Hotel & Conference Center, Atlanta  
Residence Inn by Marriott Atlanta Buckhead, Atlanta  
Hilton Garden Inn Atlanta Airport North, East Point

Drayton Hotel, Savannah  
Hampton by Hilton Savannah Historic District, Savannah  
Country Inn & Suites, Valdosta

#### **HAWAII**

Hyatt Centric Waikiki Beach, Honolulu  
Four Seasons Resort O'ahu at Ko Olina, Kapolei

#### **IDAHO**

Proposed Comfort Inn & Suites, Boise  
Proposed Sun Valley Hotel, Ketchum

#### **ILLINOIS**

Baymont Inn & Suites, Alsip  
Hampton Inn, Bolingbrook  
Proposed Hilton Garden Inn, Bolingbrook  
Best Western, Burbank  
Chicago Lake Shore Hotel, Chicago  
Crossroads Hotel, Chicago  
Independent Hotel, Chicago  
Proposed Hampton Inn (Chicago Motor Club Conversion), Chicago  
Proposed Holiday Inn Express, Chicago  
Holiday Inn, Itasca  
Sheraton Chicago Northbrook, Northbrook  
Hyatt House, Warrenville  
Hyatt Place, Warrenville  
Super 8, Willowbrook

#### **INDIANA**

Fairfield Inn & Suites Indianapolis Airport, Indianapolis  
Residence Inn by Marriott Indianapolis Airport, Indianapolis  
Hilton Garden Inn Wabash Landing, West Lafayette

#### **IOWA**

Proposed Warrior Hotel at the Warrior and Davidson Buildings, Sioux City

#### **KANSAS**

Holiday Inn Express & Suites, Hays



Proposed Clinton Lake Hotel and  
Conference Center, Lawrence  
Ambassador, Wichita  
AmericInn, Wichita  
Days Inn, Wichita  
DoubleTree by Hilton Hotel Wichita  
Airport, Wichita

#### **KENTUCKY**

Holiday Inn Louisville Airport South,  
Louisville

#### **LOUISIANA**

Holiday Inn Express & Suites Lake  
Charles, Lake Charles  
DoubleTree by Hilton, New Orleans  
Holiday Inn Express New Orleans  
Downtown, New Orleans  
Old No 77 Hotel & Chandlery, New  
Orleans  
Quality Suites, Sulphur

#### **MARYLAND**

Motel 6, Annapolis  
Home2 Suites by Hilton Baltimore  
Downtown, Baltimore  
Homewood Suites/Hilton Garden Inn  
Inner Harbor, Baltimore  
Proposed Extended-Stay Hotel,  
Baltimore  
Proposed Staybridge Suites, Baltimore  
Proposed Great Wolf Perryville,  
Perryville

#### **MASSACHUSETTS**

Hampton by Hilton Berkshires Lenox,  
Lenox  
Fairfield by Marriott Boston Milford,  
Milford

#### **MICHIGAN**

Hawthorn Suites Dearborn Detroit,  
Detroit  
Westin Book Cadillac Detroit, Detroit  
DoubleTree by Hilton Grand Rapids  
Airport, Grand Rapids

Courtyard by Marriott Grand Rapids  
Airport, Kentwood  
Red Roof Inn, Plymouth  
Hampton by Hilton Detroit Southgate,  
Southgate  
Fairfield Inn & Suites Detroit Troy,  
Troy  
TownePlace Suites by Marriott Detroit  
Troy, Troy

#### **MINNESOTA**

Embassy Suites, Bloomington  
Le Bourget Aero Suites (conversion to  
Holiday Inn Express), Bloomington  
Kahler Grand Hotel, Rochester  
Kahler Inn & Suites, Rochester  
Marriott Rochester Mayo Clinic,  
Rochester  
Residence Inn by Marriott Rochester  
Mayo Clinic Area, Rochester

#### **MISSOURI**

La Quinta Inn & Suites Blue Springs,  
Blue Springs  
Watermill Cove Resort, Branson  
Crowne Plaza, Bridgeton  
Limited-Service Hotel, Columbia  
Hilton Kansas City Airport, Kansas City  
InterContinental Kansas City at the  
Plaza, Kansas City  
Proposed Holiday Inn, St. Louis  
Marriott St. Louis Grand Hotel, St.  
Louis  
Holiday Inn Express, Sidney  
Homewood Suites, Richmond Heights  
Days Inn, Warrensburg

#### **MONTANA**

Holiday Inn Express, Sidney  
Proposed Landmark at Whitefish,  
Whitefish

#### **NEVADA**

Cal Neva Resort & Casino, Crystal Bay  
Caesars Palace, Las Vegas  
Hard Rock Hotel & Casino Las Vegas,  
Las Vegas

Motel 6 Reno West, Reno  
Motel 6 Reno Airport - Sparks, Sparks

#### **NEW JERSEY**

SpringHill Suites by Marriott Newark  
Liberty International Airport,  
Newark  
Ocean Resort Casino, Atlantic City  
Embassy Suites Secaucus  
Meadowlands, Secaucus

#### **NEW MEXICO**

Courtyard by Marriott, Albuquerque  
Holiday Inn Albuquerque Airport,  
Albuquerque  
Holiday Inn Express, Albuquerque  
Homewood Suites by Hilton  
Albuquerque Uptown, Albuquerque  
Hyatt Place Albuquerque Airport,  
Albuquerque  
Hyatt Place Albuquerque Uptown,  
Albuquerque  
Proposed avid by IHG, Albuquerque  
Sheraton Albuquerque Airport Hotel,  
Albuquerque  
Comfort Suites, Las Cruces  
Proposed Hotel, Los Alamos  
Hilton Garden Inn Albuquerque North  
Rio Rancho, Rio Rancho  
Bishop's Lodge, Santa Fe  
Eldorado Hotel & Spa, Santa Fe  
Four Season Resort Rancho  
Encantado, Santa Fe  
Hotel Santa Fe, Santa Fe  
Hotel St. Francis, Santa Fe  
Inn & Spa At Loretto, Santa Fe  
La Posada de Santa Fe Resort & Spa,  
Santa Fe  
Hampton Inn, Taos  
Taos Inn, Taos  
Quality Inn, Tucumcari

#### **NEW YORK**

Fairfield Inn & Suites, Brooklyn  
Tillary Hotel, Brooklyn  
Holiday Inn Express, Fishkill  
Holiday Inn Express, Hauppauge





Holiday Inn L.I City Manhattan View,  
Long Island City  
Standard High Line, New York  
TRYP by Wyndham New York City  
Times Square South, New York  
Tioga Downs, Nichols  
Holiday Inn Express Poughkeepsie,  
Poughkeepsie  
Holiday Inn Express Rochester Greece,  
Rochester  
Holiday Inn Express Syracuse Airport,  
Syracuse  
Radisson Hotel JFK Airport, Jamaica  
Sheraton, Tarrytown  
SpringHill Suites by Marriott,  
Tarrytown  
Hampton Inn & Suites Binghamton  
Vestal, Vestal

#### **NORTH CAROLINA**

Cloverleaf Suites Charlotte, Charlotte  
Home2 Suites by Hilton Charlotte  
Piper Glen, Charlotte  
Residence Inn by Marriott Charlotte  
South at I-77 Tyvola Road, Charlotte  
Candlewood Suites Durham Research  
Triangle Park, Durham  
Fairfield Inn & Suites Hendersonville  
Flat Rock, Flat Rock  
Proposed Holiday Inn Express  
Lumberton, Lumberton  
Wolf Ridge Ski Resort, Mars Hill  
Proposed Hotel Pilot Mountain, Pilot  
Mountain  
Hampton Inn & Suites Pineville,  
Pineville  
DoubleTree by Hilton, Rocky Mount  
Staybridge Suites Wilmington East,  
Wilmington  
Waynesville Inn Golf Resort & Spa,  
Waynesville

#### **OHIO**

Holiday Inn Express, Centerville  
Four Points by Sheraton Cleveland  
Airport, Cleveland

Hyatt Regency Cleveland at The  
Arcade, Cleveland  
Marriott Cleveland Airport, Cleveland  
Four Points Columbus Airport,  
Columbus  
Comfort Inn Cleveland Airport,  
Middleburg Heights  
Microtel Inn & Suites by Wyndham,  
Saint Clairsville

#### **OKLAHOMA**

Proposed Country Inn & Suites,  
Edmond  
Holiday Inn Express, Enid  
Country Inn & Suites, Norman  
Fairfield Inn & Suites by Marriott,  
Norman  
Boutique Hotel, Oklahoma City  
Full-Service Hotel, Oklahoma City  
Homewood Suites by Hilton,  
Oklahoma City  
Proposed 21c Hotel, Oklahoma City  
Proposed Boutique Hotel, Oklahoma  
City  
Proposed Candlewood Suites,  
Oklahoma City  
SpringHill Suites by Marriott,  
Oklahoma City  
Holiday Inn Express & Suites Pauls  
Valley, Pauls Valley  
Fairfield Inn & Suites, Stillwater  
Ambassador Hotel, Tulsa  
Embassy Suites, Tulsa  
Hampton Inn, Tulsa  
Proposed Best Western Plus, Tulsa

#### **OREGON**

Plaza Inn & Suites at Ashland Creek,  
Ashland  
Salishan Spa & Golf Resort, Gleneden  
Beach  
Dossier Hotel, Portland  
Duniway Portland, a Hilton Hotel,  
Portland  
Hilton Portland Downtown, Portland  
Hotel DeLuxe Portland, Portland  
Hotel Lucia, Portland

Sentinel Hotel, Portland  
Sunriver Resort, Sunriver

#### **PENNSYLVANIA**

Residence Inn by Marriott  
Philadelphia Valley Forge, Berwyn  
Sands Casino Resort Bethlehem,  
Bethlehem  
Hilton Garden Inn Pittsburgh  
Southpointe, Canonsburg  
Home2 Suites by Hilton Pittsburgh  
Cranberry, Cranberry Township  
La Quinta Inn & Suites Harrisburg  
Hershey, Harrisburg  
Fairfield Inn & Suites by Marriott Lock  
Haven, Lock Haven  
Le Méridien, Philadelphia  
Renaissance Philadelphia Airport,  
Philadelphia  
Hyatt Regency Pittsburgh  
International Airport, Pittsburgh

#### **PUERTO RICO**

El Conquistador Resort, Fajardo  
Condado Plaza Hilton, San Juan

#### **SOUTH CAROLINA**

Suburban Extended Stay Hilton Head,  
Bluffton  
Comfort Inn Blythewood, Blythewood  
Belmond Charleston Place, Charleston  
Proposed Boutique Hotel, Charleston  
Aloft Columbia Downtown, Columbia  
Proposed Downtown Columbia Hotel,  
Columbia  
Red Roof Inn Columbia East Fort  
Jackson, Columbia  
Suburban Extended Stay, Columbia  
WoodSpring Suites Columbia Fort  
Jackson, Elgin  
Proposed Home2 Suites by Hilton, Fort  
Mill  
TownePlace Suites Greenville  
Haywood Mall, Greenville  
Proposed SpringHill Suites, Lexington  
WoodSpring Suites Columbia  
Lexington, Lexington



Homestead Lodge Gaffney, Gaffney  
SpringHill Suites by Marriott  
Charleston Mount Pleasant, Mount Pleasant  
Quality Inn Mullins, Mullins  
Sandcastle Oceanfront Resort at the Pavilion, Myrtle Beach  
Sea Mist Oceanfront Myrtle Beach, Myrtle Beach  
WoodSpring Suites Greenville  
Simpsonville, Simpsonville

#### **TENNESSEE**

Holiday Inn Express Brentwood South  
Cool Springs, Brentwood  
Hilton Garden Inn Memphis Wolfchase  
Galleria, Cordova  
Comfort Suites, Germantown  
DoubleTree by Hilton, Nashville  
Hotel Preston, Nashville  
Hotel Market Supply and Demand  
Study, Knoxville  
Holiday Inn Express, White House

#### **TEXAS**

Crowne Plaza Dallas Near Galleria-  
Addison, Addison  
Courtyard by Marriott Dallas Allen,  
Allen  
SpringHill Suites by Marriott,  
Arlington  
TownePlace Suites by Marriott,  
Arlington  
Courtyard by Marriott Austin  
University Area, Austin  
Fairfield Inn & Suites by Marriott  
Austin University Area, Austin  
Super 8, Austin  
Courtyard by Marriott Beaumont,  
Beaumont  
Proposed Independent Hotel, Bee Cave  
Crowne Plaza Downtown, Dallas  
Holiday Inn Express Hotel & Suites  
Dallas East, Dallas  
Hilton Garden Inn El Paso Airport, El Paso

Hotel Indigo El Paso Downtown, El Paso  
Hilton Americas Houston, Houston  
Holiday Inn Express Hotel & Suites  
Houston Kingwood, Houston  
Holiday Inn Houston Energy Corridor  
Eldridge, Houston  
Houston Marriott Westchase, Houston  
Four Seasons Resort Las Colinas,  
Irving  
Proposed Value Place, Irving  
Residence Inn Dallas Las Colinas,  
Irving  
Wingate Las Colinas, Irving  
TownePlace Suites by Marriott, Las Colinas  
Proposed Select-Service Hotel,  
Mansfield  
Quality Suites, Midland  
La Quinta Inn & Suites, New Braunfels  
Proposed Hyatt House, New Braunfels  
Red Roof Inn, New Braunfels  
Hyatt House Dallas Richardson,  
Richardson  
Hilton San Antonio Airport, San Antonio  
Super 8, San Antonio  
Hampton Inn, Victoria

#### **UTAH**

Best Western Plus Landmark Hotel,  
Ballard  
Amangiri Resort, Canyon Point  
Proposed Hotel Component of Mixed-  
Use Project Moab, Moab  
Sorrel River Ranch Resort & Spa, Moab  
Hampton Inn, Provo  
Holiday Inn Express Sandy South Salt  
Lake City, Sandy

#### **VIRGINIA**

Wingate Inn Dulles Airport, Chantilly  
Best Western Plus Portsmouth  
Chesapeake Hotel, Chesapeake  
Delta Hotels by Marriott Chesapeake  
Norfolk, Chesapeake  
Hampton Inn, Danville

Best Western Windsor Inn & Suites,  
Danville  
Hampton Inn, Danville  
Westin Tysons Corner, Falls Church  
Comfort Inn, Gloucester  
Holiday Inn Express Hotel & Suites,  
Manassas  
Hilton Richmond Hotel & Spa Short  
Pump Town Center, Richmond

#### **WASHINGTON**

Hilton, Bellevue  
Hilton Garden Inn, Bothell  
Courtyard by Marriott Richland  
Columbia Point, Richland  
Hotel Max, Seattle  
Hyatt Regency Seattle, Seattle  
Roosevelt Hotel, Seattle  
Hotel Murano, Tacoma  
Proposed Marriott Hotel Tacoma  
Convention Center, Tacoma

#### **WEST VIRGINIA**

Microtel Inn & Suites by Wyndham,  
Triadelphia

#### **WISCONSIN**

Super 8, Antigo  
Best Western, Manitowoc  
Fairfield by Marriott Milwaukee  
Downtown, Milwaukee  
Hampton Inn & Suites Downtown  
Milwaukee, Milwaukee  
Holiday Inn Milwaukee Riverfront,  
Milwaukee

#### **WYOMING**

Snow King Resort, Jackson

#### **INTERNATIONAL**

##### **Mexico**

Montage Los Cabos, Cabo San Lucas  
Proposed Hotel, Tijuana

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**  
Temporary Certified General Appraiser  
12672954-TCG0

---

Signature of Holder

**DATE ISSUED:** 02/18/2022      **EXPIRATION DATE:** 08/18/2022

McKenna Luke  
8134 Big Bend Blvd  
Saint Louis MO 63119

- Your license is valid until the expiration date listed on your license.
- Above is your public address of record for the Division. All correspondence will be mailed to this address. It is your responsibility to notify us directly if your address changes
- Please visit our website at [www.realestate.utah.gov](http://www.realestate.utah.gov) should you have any questions in the future.

✂

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**  
**Active**


**DATE ISSUED:** 02/18/2022

**EXPIRATION DATE:** 08/18/2022

**LICENSE NUMBER:** 12672954-TCG0  
1000 MAIN STREET, MONUMENT VALLEY, UT 84536

**LICENSE TYPE:** Temporary Certified General Appraiser

**ISSUED TO:** McKenna Luke



\_\_\_\_\_

SIGNATURE OF HOLDER

\_\_\_\_\_

REAL ESTATE DIVISION DIRECTOR



February 4, 2022

Mr. Stanley M. Sapp  
CEO - Navajo Nation Hospitality Enterprise  
On Behalf of Navajo Nation  
6677 West Thunderbird Road  
Glendale, AZ 85306  
+1 (623) 412-0297

HVS PHOENIX  
Phoenix, Arizona, 85004  
+1 (314) 280-2017 (Work)

Re: Goulding's Lodge  
Monument Valley, Utah

[www.hvs.com](http://www.hvs.com)

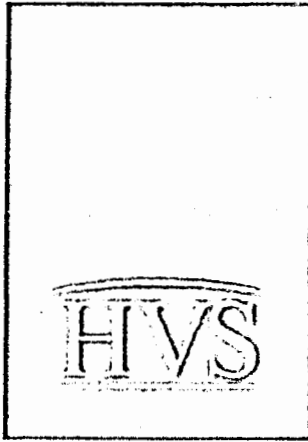
Dear Mr. Sapp:

Thank you for your time on our call last week pertaining to the Goulding's Lodge and supporting facilities; we are pleased to submit this proposal for our services. The proposal sets forth a description of the objectives and scope of the assignment, along with a detailed description of the methodology to be employed, an estimate of the time requirements, and a schedule of professional fees. The proposal also includes a list of requested information that we would require for completing the study.

If the proposal meets your acceptance, please sign and return a copy together with your retainer payment. If you have any questions regarding the contents of the proposal, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal for your project.

Very truly yours,  
TS Worldwide LLC dba HVS Consulting & Valuation

McKenna Luke  
Managing Director  
mluke@hvs.com  
+1 (303) 704-2636 (Work)



**PROPOSAL FOR AN APPRAISAL REPORT**

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**Goulding's Lodge  
Monument Valley, Utah**

**SUBMITTED TO:**

Stanley S. Sapp  
CEO - Navajo Nation Hospitality Enterprise  
6677 West Thunderbird Road  
Glendale, AZ 85306  
+1 (623) 412-0297

**PREPARED BY:**

HVS PHOENIX  
TS Worldwide LLC dba HVS Consulting & Valuation  
Phoenix, Arizona, 85004  
+1 (314) 280-2017 (Work)

February 4, 2022



## Proposal for an Appraisal Report

### Objective & Methodology

Pursuant to our conversation, we are pleased to submit this proposal for services of TS Worldwide LLC dba HVS Consulting & Valuation in connection with the Goulding's Lodge, Monument Valley, Utah.

The objective of this assignment is to perform an appraisal for the purpose of evaluating the market demand, analyzing the economics, projecting income and expense, and estimating the market value of Goulding's Lodge, Monument Valley, Utah. Our valuation will be as of our inspection date and will consist of one "as is" market-value opinion incorporating the land, improvements, and personal property components. The scope of work and methodology are detailed below:

1) Analysis and Valuation of the Existing Hospitality Improvements as a continuing operation:

- Hotel & RV Operations
  - 68 villas
  - A 63-room hotel and 18 non-traditional rooms (duplex, fourplex, and homes)
  - A 66-space RV park and campground
- Supporting Facilities and Ancillary Revenue of the Resort
  - As mentioned, we are not experts in these components and would be considering their contribution to the overall resort, not the individual value or performance of each facility. As such, we will rely upon historical performance (income and expense) and consider as departmental lines of the resort, not separate operations or values.
    - Restaurant
    - Convenience store/gas station
    - Grocery Store
    - Laundromat
    - Gift Shop
    - Air strip with hangar and FBO/pilot's lounge
    - Museum
    - Car Wash
    - Employee housing
    - Water system, lagoon, and any utility/water systems
    - Maintenance and storage buildings



2) Residual Land Value For Excess Land to Construct 100+ hotel rooms with a pool

- Any limited land sales will be researched and broker(s) will be interviewed as available and applicable
- A forecast of income and expense for the 100-room hotel will be completed. This cash flow and typical construction costs will be utilized in order to conclude to a residual land value at typical market terms.

3) Surplus Land and/or Additional Excess Land – We understand that the entire parcel is 634 acres. The topography and layout of the land would limit the development potential of all the land and/or the demand in the market. However, the land would contribute the overall performance of the resort. If any land beyond the future hotel site is deemed to be excess land we will complete a high-level analysis of any potential additional contribute that this might add the resort as a whole, understanding that land sales may be limited.

Members of the firm will conduct an inspection of the site and improvements and will interview onsite management personnel/ownership. They will analyze the immediate market for accommodations and will review the local and regional competition. Furthermore, we will interview area economic development and tourism officials, research the potential tourism and economic growth in the area, and forecast the performance of the resort based upon this information. Historical income and expense statements will be reviewed and analyzed. We will also compare the operations to similar assets as the data is available; however, there will be limited comparable data given the uniqueness of the asset and the historical performance will be essential to understanding the future performance. Sales of comparable hotels will be researched and analyzed.

To arrive at our opinion of market value, we will consider the sales and income approaches to value, with primary reliance upon the income capitalization approach based upon our forecast of income and expenses. The methodology of the valuation will follow the recommended procedures set forth in the textbook *Hotels Market Analysis and Valuation: International Issues and Software Applications*,<sup>1</sup> which we authored for the Appraisal Institute, and will be performed in accordance with USPAP.

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<sup>1</sup>Stephen Rushmore, John W. O'Neill, and Stephen Rushmore, Jr. *Hotels Market Analysis and Valuation: International Issues and Software Applications*. Chicago: Appraisal Institute, 2012.



#### Written Report

Our appraisal report will set forth a discussion concerning the property and its valuation. Among subjects that will be included are a physical description of the improvements, a review of the area and neighborhood, an analysis of the market for hotel accommodations and supporting facilities to the resort, an examination of existing and proposed competition, a projection of income and expenses, the development of appropriate capitalization and discount rates, a review of comparable hotel sales, and the value reconciliation.

#### Requested Information

To aid us in performing this assignment, we request that you provide us with the following information (where applicable):

1. Name and phone number of contact person at the subject property
2. Income and expense statements with full supporting schedules for each component of the resort for the following periods (all statements showing occupied room nights for respective periods):
  - a. Current YTD (also showing similar prior year YTD period)
  - b. Past five calendar years
3. Annual totals of subject hotel's occupied room nights and rooms revenue for last ten calendar years
4. The real and personal property tax bills for the prior three calendar years, including most recent year available (three years of bills requested)
5. Reforecast for current year (as applicable/available), most recent operating budget, and most recent marketing plan
6. List of capital expenditures for current YTD period and the last three calendar years; capital plan for remainder of the current year and the next three calendar years (as available); if a property improvement plan (PIP) is required, details on this PIP and its budget
7. Name of current legal owner and detailed ownership history for the subject property for the last five years; if applicable, terms of purchase or sale of the subject property, including the price, date, and financing information, as well as a copy of the contract and closing statement
8. Relevant leases for the lease land
9. Parcel overview of the included land parcels and a summary of the relevant buildings (location, use, square footage, year built)
10. If available: floor plans, site survey, and legal description in PDF





11. If available: any leases, management contracts, franchise agreements, mortgages, title reports, stock or partnership agreements, union agreements, service contracts, reservation reports, inspection reports, engineering reports, etc.

12. If available: past appraisals, market and feasibility studies, impact studies, prospectuses, STAR reports, and any Phase I or Phase II environmental audit reports

**Timing**

We anticipate that the fieldwork, analysis, and written report phases will be completed within approximately 30 to 45 business days (roughly seven to eight weeks) from the date we receive the signed proposal, retainer payment, and requested information.

**Professional Fees**

Our fee for the fieldwork, analysis, and preparation of the appraisal report will be \$29,500, payable \$22,125 upon execution of this agreement, with the balance payable prior to transmission of the draft report. The final appraisal can be transmitted at that time or after your review.

In addition to our professional fees, you agree to reimburse us for reasonable out-of-pocket travel and related expenses (including a \$700 to \$900 charge for an STR Trend Report) incurred while traveling on your behalf. You will be billed periodically for these expenses, which will be due and payable upon presentation of our bills.

It is our normal policy to provide an electronic draft copy of our final report for your review; this draft will be in PDF and will include a watermark "DRAFT." Upon your approval of this draft, we will commence preparation of the final report. This fee includes one electronic copy of the final report, which will be delivered to you via email in PDF when our invoice for services has been paid in full. Reports are not transmitted in Microsoft Word format.

**Restrictions on Use of Unpaid Draft Reports**

Until the time that all our professional fees and other charges have been paid in full, the draft report, which is provided to you as a professional courtesy, remains the intellectual property of HVS and shall not be utilized in attempting

- a) to obtain financial capital (whether debt or equity);
- b) to further any litigation, mediation, or arbitration processes; or
- c) to assist the client in any cause, action, or endeavor.



If HVS has not been paid in full for its outstanding professional fees and other charges, and the draft report is used in violation of this agreement, HVS will be entitled to seek injunctive relief, monetary damages, and the cost of attorney fees and collection expenses.

#### **Payment Due Dates**

If payment for professional fees and out-of-pocket travel and related expenses is not received within thirty (30) days of the billing date, HVS reserves the right to suspend all work until payment is made and apply a service charge of 1.5 percent per month, or fraction thereof, to the total unpaid sum. Should any type of action become necessary to enforce collection of bills rendered, it is further agreed that you (the client) or the prevailing party will be responsible for all collection costs, including but not limited to court costs and reasonable legal fees. It is understood that HVS may extend the time for payment on any part of billings rendered without affecting the understanding outlined above.

#### **Collection of Outstanding Professional Fees**

The parties to this contract agree that any disputes regarding professional fees and/or other charges owed to HVS will be resolved in accordance with Texas law (TS Worldwide is a Texas-based LLC with a home office location of 2601 Sagebrush Drive, Suite 101, Flower Mound, Texas, 75028). The parties to this contract further agree that (a) any legal action regarding money owed to HVS will take place in Texas; (b) Texas courts have exclusive jurisdiction for resolution of disputes; and (c) the plaintiff will have the choice of venue in any county in the State of Texas.

#### **Limitations of Liability**

It is agreed that our company's liability, our employees, and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff acting solely as employees and not as individuals. Our responsibility is limited to the client; use of our product by third parties shall be solely at the risk of the client and/or third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.

#### **Conclusion**

If the foregoing proposal meets with your acceptance, please sign and return together with your retainer payment in the amount of \$22,125. Your signature beneath the words "Agreed to and Accepted" signifies your agreement to employ the TS Worldwide LLC dba HVS Consulting & Valuation for these services. To schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement by



March 4, 2022. We appreciate the opportunity of submitting this proposal and look forward to working with you on this assignment.

Very truly yours,  
TS Worldwide LLC dba HVS Consulting & Valuation

A handwritten signature in black ink, appearing to read "McKenna Luke".

McKenna Luke  
Managing Director  
mluke@hvs.com  
+1 (303) 704-2636 (Work)

**AGREED TO AND ACCEPTED**

Stanley Sapp  
Navajo Nation Hospitality Enterprise

Signature: Stanley H. Sapp

Date: 2.4.22



# **EVALUATION AND RECOMMENDATION REPORT**

**PROPOSED PURCHASE OF GOULDING'S PROPERTY IN MONUMENT VALLEY,  
UTAH**

**PREPARED BY: JONATHAN BEGAY, LAND AGENT  
10/06/2022**

[illegible]

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## INTRODUCTION

The Navajo Land Department administers the Navajo Nation Administrative Requirements and Procedures for land acquisitions. The acquisition of private land is contained in the policy and conforms to the major purposes as stated in Title 16, Navajo Nation Code, Chapter 1, Section 2, which reads as follows:

The Navajo Nation's major purposes in acquiring new lands shall be to:

1. Consolidate Indian holdings in "checkerboard" areas wherever the best interest of the Navajos residing in the area and the welfare of the Navajo Nation are served thereby;
2. Provide grazing lands for members of the Navajo Nation who do not have grazing permits;
3. Provide additional or substitute lands for members of the Navajo Nation who reside in overcrowded areas of the Reservation;
4. Relieve Reservation land resources from excessive use; and
5. Provide land necessary for approved Navajo Nation economic development.

Purchasing the said surface rights will consolidate Navajo Nation holdings near the Oljato Navajo Chapter and provide land for approved economic development.



View of Monument Valley from arrival/reception area.

# NAVAJO NATION OFFER TO RGJ CORPORATION

The Division of Natural Resources (DNR), on behalf of the Navajo Nation, submitted a "Letter of Intent (LOI) to Purchase" on September 7, 2022. The letter to RGJ Corporation offered \$59,500,000.00 for 633 acres, more or less, of fee land; thirty-seven (37) acres, more or less, of leasehold land; and multiple improvements and assets of the Goulding's property. The seller replied with a Supplemental Information to LOI. The Letter of Intent to purchase and the supplemental information to the LOI are attached in Tab 1.



View of scenic rocks near the employee housing area.

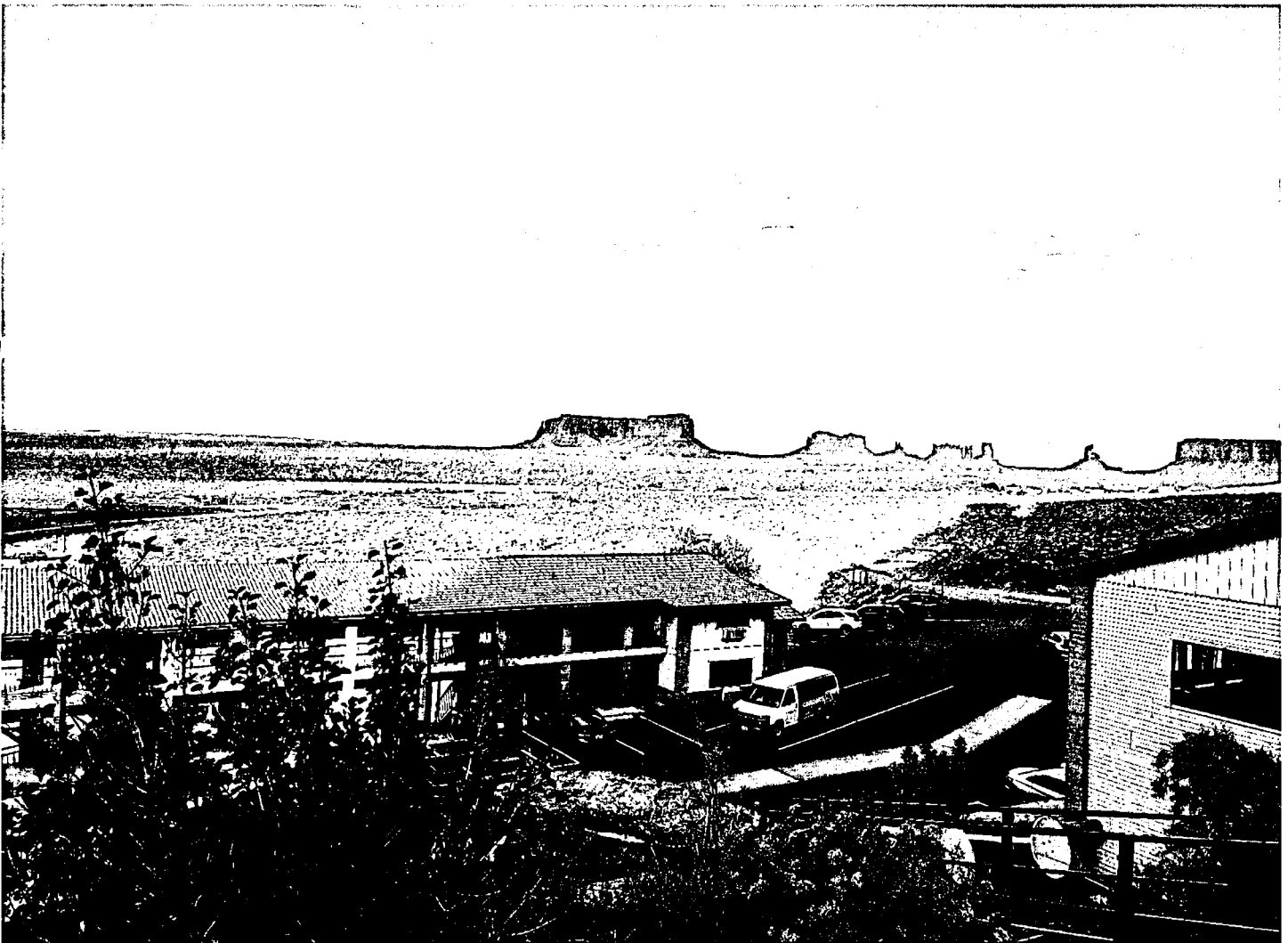
## AVAILABILITY OF FUNDS

Funds to purchase the property are available from the principal funds of the Land Acquisition Trust Fund, Business Unit 415000. A copy of the account balance from the Office of the Controller is attached in Tab 2.

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## INSPECTION REPORT BY NAVAJO LAND DEPARTMENT

Navajo Land Department inspected the surface of the subject property on September 20<sup>th</sup> and 21<sup>st</sup>, 2022. The north half of the section is highly developed with paved roads and various improvements. Various buildings were observed and included lodging facilities, a restaurant, a gift shop, a swimming pool facility, administrative offices, a vehicle repair/maintenance depot, a grocery store, a laundromat, a gas station, a car wash, two convenience stores, campgrounds, a RV park, employee housing, airplane runway and hangar, and upscale rental villas. Cellular towers were observed near the grocery store and RV park. The south half of the section is mostly vacant with scenic towering mesas and rock formations. On the very south side of the parcel are three cookout/picnic areas. Access to Goulding's is currently from the paved County Road 421. No trash piles or illegal dump sites were observed. The property is served by all utilities: electricity, sewage, water, and internet. The inspection report is attached in Tab 3.



Another view of Monument Valley from the upper lodge area.



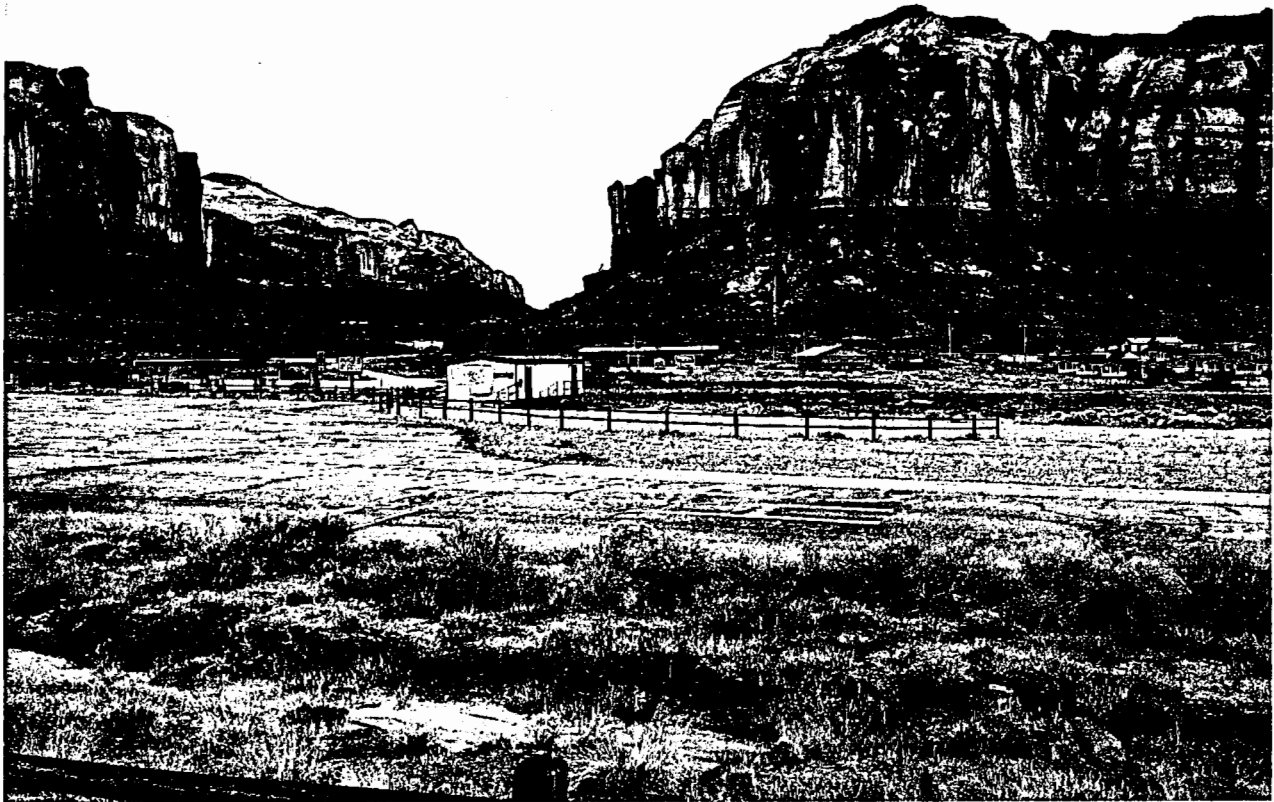
# APPRAISAL REPORT

An appraisal report, dated 06/07/2022, by HVS Consulting & Valuation estimated the value of the fee land, leasehold land, and improvements to be \$73,400,000.00. The appraisal report is attached in Tab 4.



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## ● PHASE I ESA



**View of scenic rocks, gas station, restroom facilities, grocery store, laundromat and villas.**

Navajo Nation Hospitality Enterprise is currently in the process of completing the Phase I ESA. On 09/19/2022, Navajo Land Department was informed that Tiis Ya Toh, Inc. will be completing the study and intend to start right away. As of the report date, NLD hasn't received an environmental report, but it will be made available as soon as it's received.

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## PRESENT USES, ANY USE RIGHTS, AND ANY OTHER DISCLOSURES

Paved County Road 421 runs through Section 36 east to west and provides access to most of the improvements.

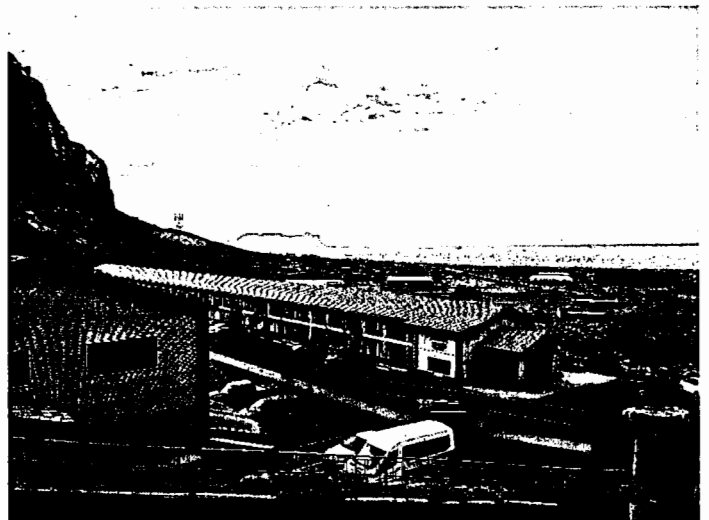
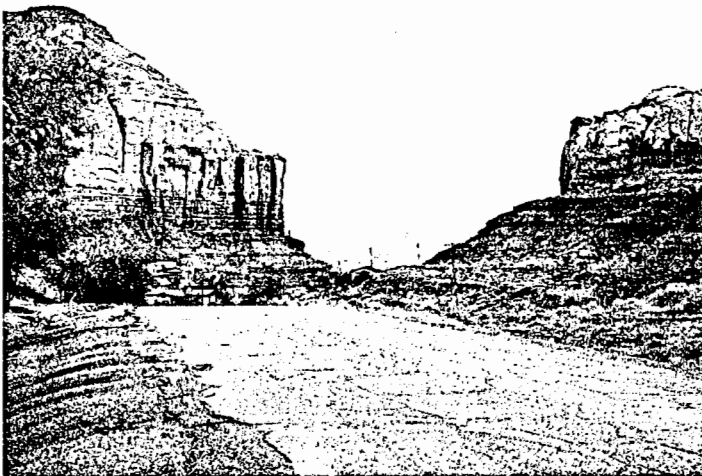
Cellular towers were observed by the grocery store and RV park.

Usage of the improvements and land are mixed. There are areas for recreational use, retail, lodging, vehicle maintenance and repair, and storage.

Per the appraisal report prepared by HVS (pg. 44): "We note that an access easement with San Juan County along Rock Door Canyon Road/Monument Valley Clinic Road provides access to a parcel that is improved with the hospital owned by the Utah Navajo Development Council (UNDC). A second access easement with San Juan County is present along Oljato Road, which provides access to the sewer treatment facility, villas, employee housing, and automotive-related buildings. These access easements do not significantly affect its utility or marketability."

There is a hospital building owned by Utah Navajo Development Council that is located near the RV park, which is not part of the sale. Employee housing, the abandoned school building, and church are now part of the sale to the Nation, which were excluded in earlier discussions with the seller. The appraisal report by HVS states (pg. 25): "Additionally, a hospital building on site is being used as a satellite campus for a regional university and is owned by the Utah Navajo Development Council."

On the west side of the parcel near the campgrounds and RV park, the property extends slightly onto Navajo Nation trust lands; this will not be an issue for the Navajo Nation as the land, after purchase, will not present a title issue, because the Navajo Nation will own the parcels of land.



Presently, the land and improvements are utilized to generate revenue. All of the improvements exist to attract tourists and generate profits.

No other disclosures to report.



Closer view of villas.

## LAND USE PLAN – POTENTIAL USES

The Navajo Nation Division of Economic Development (DED) has selected the Navajo Nation Hospitality Enterprise (NNHE) to step in and operate and manage all of the purchased assets of RGJ Corporation, Executive RV, Inc., and Gouldings Monument Valley Enterprises, L.L.C. after closing. DED will be working with NNHE on a lease-operating agreement and a lease-profit sharing agreement separately.

## PROPERTY TAXES

The following are some figures regarding the property tax parcels and amounts for 2022:

Parcel	Description	2022 Tax Amt	2022 Amt Paid*	2022 Amt Remaining*
43S15E360000	Sec. 36 All Less...	177,173.56	2,816.00	174,357.56
001220000000	Tract of Land in N2	11,314.76	9,048.00	2,266.76
001220000010	Lot 1	3,367.57	2,696.00	671.57
001220000020	Lot 2	12,816.15	10,248.00	2,568.15
001220000030	Lot 3	26,177.23	20,936.00	5,241.23
001220000040	Lot 4	10,133.27	8,104.00	2,029.27
001220000050	Lot 5	3,707.52	2,968.00	739.52
001220000060	Lot 6	15,116.28	12,088.00	3,028.28
001220000070	Lot 7	8,590.11	6,872.00	1,718.11
001220000080	Lot 8	1,464.51	1,464.00	0.51
001220000090	Lot 9	60,587.59	48,456.00	12,131.59
001220000100	Lot 10	-	-	-
001220000110	Lot 11	21,755.36	17,400.00	4,355.36
001220000120	Lot 12	7,844.99	6,568.00	1,276.99
001220000130	Lot 13	5,993.11	4,792.00	1,201.11
001220000140	Lot 14	2,238.28	1,792.00	446.28
001220000150	Lot 15	3,535.07	3,120.00	415.07
001220000160	Lot 16	13,552.50	11,136.00	2,416.50
001220000170	Lot 17	17,868.34	14,584.00	3,284.34
001220000180	Lot 18	4,674.36	3,736.00	938.36
		<b>\$407,910.56</b>	<b>\$188,824.00*</b>	<b>\$219,086.56*</b>

\* As of 08/31/2022

The 2022 tax statements are attached in Tab 5.



**View of scenery and private cabin near the upper lodging facility.**

## **RECOMMENDATION**

The acquisition of the Goulding's property will give the Navajo Nation a great opportunity to consolidate Navajo land holdings near Oljato Chapter, Western Navajo Agency, according to the Navajo Land Consolidation Act of 1988.

Upon closing, the said Goulding's property will be incorporated into Tribal Fee Lands.

The purchase of the property will give the Navajo Nation a greater land base to meet the need for housing, community and economic development, and/or recreational use. The Navajo Nation will also gain control of an internationally known tourist destination which will serve to bring more revenue onto the Navajo Nation. For these reasons, Navajo Land Department highly recommends the purchase from RGJ Corporation, Executive RV, Inc., and Gouldings Monument Valley Enterprises, L.L.C., of 670 acres, more or less, of fee and leasehold land, for the agreed purchase price of \$59,500,000.00 plus any closing costs, located near Oljato Chapter, San Juan County, Utah.

<b>1</b>	<b>DNR Letter of Intent to Purchase RGJ Corp. Property &amp; Supplemental Information</b>
<b>2</b>	<b>Availability of Funds</b>
<b>3</b>	<b>Inspection Report Dated 09/22/2022</b>
<b>4</b>	<b>Appraisal Report by HVS Consulting &amp; Valuation Dated 06/07/2022</b>
<b>5</b>	<b>Year 2022 Property Tax Information</b>
<b>6</b>	<b>Commitment for Title Insurance Dated 09/20/2022</b>
<b>7</b>	<b>Maps</b>
<b>8</b>	<b>Survey</b>

# **Tab 1 –**

**DNR Letter of Intent to  
Purchase to RGJ Corp.,  
Executive RV, Inc., and  
Gouldings Monument  
Valley Enterprises, L.L.C.  
& Supplemental  
Information to Letter of  
Intent**



# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



Mr. Wayland Lafont, President  
RGJ, Inc., a Utah corporation  
Post Office Box 360001  
1000 Main Street (Trading Post Road)  
Monument Valley, UT 84536-0001

Mr. Bernard M. Rethore, Attorney at Law  
Pfarr & Rethore, P.C.  
5070 N. 40<sup>th</sup> Street, Ste. 230  
Phoenix, AZ 85018  
August 19, 2022

**RE:   LETTER OF INTENT to Purchase Real Property and Assets of Lafont Roland RGJ Corporation, a Utah corporation, doing business as Goulding's Lodge and Tours, Goulding's Lodge, San Juan County, State of Utah.**

Dear Messrs. Lafont and Rethore:

Pursuant to Section VI. E. 1. of the Navajo Nation Land Acquisition Rules and Regulations, the Division of Natural Resources (DNR) and Navajo Land Department (NLD), on behalf of the Navajo Nation (NN), submits this Letter of Intent making an offer to purchase the real property, improvements, and assets of the Goulding's Lodge (Property), owned by Lafont Roland RGJ Corporation, a Utah corporation (Seller), located in San Juan County, State of Utah. The address of Goulding's Lodge is 1000 Main Street, Monument Valley, Utah 84536.

**BACKGROUND INFORMATION:** On July 24, 2012, RGJ, Inc., obtained an appraisal of 634 gross acres section of land, improved with Goulding's Lodge (comprised, at that time, of multiple buildings which constitute a combined 81 room hotel, an administrative/ gift shop buildings, a restaurant, two museum buildings, a theater building, a convenience store/gas station, a self-serve carwash, a grocery store, a laundromat, an airstrip (with hangar and pilot's lounge), miscellaneous structures for warehouse, automotive and maintenance use, a 66 space RV park/campground, and miscellaneous modular buildings located at 1000 Main Street, Monument Valley, San Juan County, Utah 84536. The appraisal valued the Goulding's Lodge at \$43,250,000. On December 31, 2012, the Navajo Nation, through CBRE valuation and advisory services (257 East 200 South, Ste. 1020, Salt Lake City, Utah), appraised the Goulding's Lodge Property at \$39,630,000. Since that time, the Goulding's Lodge Property has undergone the construction of new capital room improvements and added up-graded improvements to the existing Property. The Navajo Nation, through the Navajo Nation Hospitality Enterprise, has obtained a new Appraisal that evaluates the new additions and updates to the Property.

**LEGAL LAND DESCRIPTION:** The real property, improvements, and business assets of the Seller are situated in Section 36: All, Township 43 South, Range 15 East, Salt Lake Meridian, San Juan County, State of Utah, composed of 670.65 acres, more or less, or 29,213,514 square feet, as further described Exhibit "A," which is attached hereto and incorporated herein by this reference.

**PROPERTY DESCRIPTION:** The real property has been described as a self-contained, full-service resort tourist destination and supporting community area. It is composed of roughly 633.16 acres of fee land and 37.49 acres of leasehold land for a total of 670.65 acres, more or less. The personal property, improvements, and business assets

DIVISION OF NATURAL RESOURCES

POST OFFICE BOX 9000 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6592 · FAX: (928) 871-7010

associated with the real property can be described as follows: 152 lodging units in the hotel, villas, canyon apartments, cabins, luxury home, fourplex guest apartments, duplex guest apartments, and station/airport area. The RV Park and campgrounds included 97 units at the time of inspection by the Appraiser (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near future. The property is also composed of the following: the upper lodge building, the restaurant, an RV Park and campground, employee housing, two pool houses (one at the main Gouldings Lodge and the other at the campground and RV Park), a restaurant, three exclusive cookout areas, a gift shop, a theatre and two museum buildings (old trading post), a grocery store, a laundromat, a gas station, a car wash area that also features guestrooms for tour drivers, a small airport, a hangar and pilot's apartment, a sewer lagoon; employee housing and several hiking trails, as well as several improvements that support the operation, and quick-service food and beverage outlets in the grocery store and service station, a guest laundry area at the RV park, several outdoor barbecue areas, a retail area (RV park), a lobby workstation, a grocery store, tour service with vehicles and maintenance shops, retail shops, guest showers, guest laundry, computers, furniture, fixtures, and equipment of the various business centers, storage warehouses and associated shops, elevators, life-safety systems, parking lots, sidewalks, signage, landscaping, administrative offices, and separate guest bath rooms. Excluded from the Property are the following and their underlying real estate: the hospital facility, the abandoned school, and the abandoned church.

**NAVAJO LAND DEPARTMENT EVALUATION OF PROPERTY:** Pursuant to Sections V. A. and B. of the Navajo Nation Land Acquisition Rules and Regulations, the land must be desired for acquisition. As of the date of this letter, the Navajo Land Department is working on the letter of recommendation regarding this Property.

**LAND TITLE EVALUATION:** Pursuant to the requirements of Section V.B.1 of the Navajo Nation Land Acquisition Rules and Regulations, the land to be purchased must be insurable by a conventional land title insurance policy. The Seller provided a commitment for title insurance issued by Stewart Title Guaranty Company, effective date of January 27, 2017, for the Property. The title insurance binder shows that RGJ Corporation, a Utah corporation, owns all of Section 36, Township 43 South, Range 15 East, Salt Lake Meridian, San Juan County, State of Utah, except for three (3) parcels. All coal and other minerals have been excepted from all of Section 36. Two (2) of the excepted parcels (Parcel No. 43S15E60600 and Parcel No. 43S15E360601) are owned by Executive RV, Inc., and Parcel No. 43S15E364200 is owned by the Utah Navajo Development Council.

**PURCHASE PRICE OF PROPERTY:** Pursuant to the requirements of Section V.C. of the Navajo Nation Land Acquisition Rules and Regulations, the land purchase price must be both fair and reasonable as determined by a real estate appraisal of the entire property. The Navajo Nation Hospitality Enterprise procured an Appraisal of the Property by HVS Consulting and Valuation, Division of TS Worldwide, LLC, 8430 Santa Monica Boulevard, Suite 200, West Hollywood, California 90069. The Narrative Appraisal Report is dated June 7, 2022. The Appraisal Report and appraised value of the Property have been determined by the Navajo Nation, at this time, to be confidential and proprietary information. The Purchase price is less than the determined appraisal value and, is, therefore both fair and reasonable given the following conclusions stated in the Appraisal Report that the Property: (1) "It is important to note that the inefficient, sprawling layout of the property, as well as the inconsistent guestroom product, result in functional obsolescence," (pg. 3), (2) Roughly 400 acres of the 670-acre site are not currently developed; however, only about 140 acres feature a topography that is conducive for development of an additional 80-room addition to the hotel (pg. 23), and (3) the 37.49 acres of leasehold are leases of Navajo Nation trust land already owned by the Navajo Nation (pg.s 23-24).

**DESCRIPTION OF TRANSACTION:** The purchase price of the Property is \$59,500,000.00 with a twelve percent (12%) earnest money deposit of \$7,140,000.00 due within ten working (10) days of signing the Real Estate Purchase Agreement and opening of escrow. The Closing of Escrow will occur ninety (90) days from execution of the Purchase and Sale Agreement, allowing the Navajo Nation to conduct due diligence investigations during the ninety (90) day period. Furthermore, the current owner, RGJ Corporation, also agreed to provide and oversee the transition to the new management of the Property following closing of the purchase for a period of 1.5 years, and longer if necessary.

**PURCHASE FUNDS AND CONDITIONS PRECEDENT TO CLOSING:** Pursuant to Section 2.A.5. of the Navajo Nation Acquisition of Lands Act (Resolution No. CAU-44-16), this land acquisition would be for the purpose of providing land necessary for approved Navajo Nation economic development. Pursuant to Section 4 of the Navajo Nation Acquisition of Lands Act (Resolution No. CAU-44-16), the Naabik'iyati' Committee of the Navajo Nation Council is delegated authority to grant final approval for acquisition of property exceeding \$20,000,000.00 per calendar year. However, the Navajo Land Department advises that there are sufficient funds in the principal of the Navajo Nation Land Acquisition Trust Fund to close the purchase of this Property, purchase a land title insurance policy, and pay any

other expenses associated with the purchase of this Property. As such, 16 N.N.C. § 204 provides that "Fund principal shall not be expended except pursuant to a two-thirds (2/3) vote of the full membership of the Navajo Nation Council." Therefore, the Navajo Nation Council will have to approve of the expenditure of Land Acquisition Trust Fund funds in this matter. This letter of intent is a non-binding offer by the Navajo Nation, subject to a fully executed Navajo Nation Real Estate and Asset Purchase Agreement, approval of purchasing the Property by the Naabik'iyati' Committee of the Navajo Nation Council, and approval of the appropriation of Land Acquisition Trust Funds by the Navajo Nation Council.

DNR authorizes the realty team, which includes the Navajo Land Department, to work with DNR Principal Attorney, Robert Allan, the Office of the Controller (OOC), the Office of the President and Vice President, and the Navajo Nation Department of Justice on completing the closing process, pursuant to the Navajo Nation Land Acquisition policies, rules, and regulations.


If you have any questions, please contact Mr. Mike Halona, at (928) 871-6524 or myself.

Sincerely,

DIVISION OF NATURAL RESOURCES

  
Dr. Rudolph R. Shebala, Ph.D., Executive Director

**CONCURRENCE and APPROVAL:**

  
Jonathan Nez, President  
The Navajo Nation

XC: DNR, NLD  
Project File

Exhibit "A"

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No. 10516

1. **Effective Date:** January 27, 2017 at 8:00 A.M.

2. **Policy or Policies To Be Issued:**

**Amount of Insurance**

(a) ALTA Owner's	2006 (Standard)	<b>Amount Premium</b>
------------------	-----------------	---------------------------

**Proposed Insured:**

(b) ALTA Loan	2006 (Standard)	<b>Amount Premium</b>
---------------	-----------------	---------------------------

**Proposed Insured:**  
lender

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Parcel No. 43S15E360000: RGJ Corporation, a Utah corporation

Parcel No. 43S15E360600 and Parcel No. 43S15E360601: Executive RV, Inc., a Utah corporation

Parcel No. 43S15E364200: Utah Navajo Development Council, a Utah non-profit corporation

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:  
Monument Valley, UT 84536

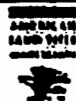


Exhibit "A"

EXHIBIT A  
LEGAL DESCRIPTION

San Juan County, State of Utah:

Parcel No. 43S15E360000:

Township 43 South, Range 15 East, SLM,  
Section 36: ALL

LESS the following:

a. A tract of land within Section 36, Township 43 South, Range 15 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:

Beginning at a point situated South 89°54'42" East 269.54 feet along the North line of said Section 36 and South 44.59 feet from the North 1/4 Corner of said Section 36; and running thence South 88°31'24" East 498.51 feet; thence South 25°15'09" East 484.82 feet; thence South 57°59'22" West 842.86 feet; thence North 19°41'23" West 692.77 feet; thence North 54°40'31" East 222.92 feet; thence North 81°49'28" East 146.17 feet; thence North 00°27'23" East 149.18 feet to the point of beginning. (Parcel No. 43S15E360600 and Parcel No. 43S15E360601)

b. Beginning on the North side of a paved road at a point which bears South 1721.42 feet and East 1587.81 feet from the Northwest corner of Section 36, Township 43 South, Range 15 East, SLB&M; and running thence North 15°02'11" West a distance of 71.43 feet to a corner; thence North 80°53'21" East 31.89 feet to a corner; thence North 73°49'53" East 11.99 feet to a corner; thence North 47°48'12" East 155.42 feet to a corner; thence North 78°37'52" East 35.81 feet to a corner; thence East 208.24 feet to a corner; thence South 8°41'38" East 106.65 feet to a corner; thence South 72°15'36" West 100.10 feet to a corner; thence South 5°59'53" West 76.37 feet to a corner on the North side of a paved road; thence Westerly along the North side of the aforesaid approximately 302.00 feet to the point of beginning. (Parcel No. 43S15E364200)

EXCEPTING from the included tract all coal and other minerals

Parcel No. 43S15E360600:

A tract of land within Section 36, Township 43 South, Range 15 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:

Beginning at a point situated South 89°54'42" East 269.54 feet along the North line of said Section 36 and South 44.59 feet from the North 1/4 Corner of said Section 36; and running thence South 88°31'24" East 498.51 feet; thence South 25°15'09" East 484.82 feet; thence South 57°59'22" West 842.86 feet; thence North 19°41'23" West 692.77 feet; thence North 54°40'31" East 222.92 feet; thence North 81°49'28" East 146.17 feet; thence North 00°27'23" East 149.18 feet to the point of beginning.

Less: That tract of land as surveyed and labeled Tract "Y" described as follows: A tract of land within Section 36, Township 43 South, Range 15 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows: Beginning at a point situated South 89°54'42" East 302.99 feet along the North line of said Section 36 and South 610.89 feet from the North 1/4 Corner of said Section 36; and running thence South 32°03'28" East 110.00 feet; thence South 57°55'11" West 130.79 feet; thence North 32°05'48" West 110.03; thence North 57°55'58" East 130.86 feet to the point of beginning.

EXCEPTING from the included tract all coal and other minerals

Parcel No. 43S15E360601:

A tract of land within Section 36, Township 43 South, Range 15 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:

Beginning at a point situated South 89°54'42" East 302.99 feet along the North line of said Section 36 and South 610.89 feet from the North 1/4 Corner of said Section 36; and running thence South 32°03'28" East 110.00 feet; thence South 57°55'11" West 130.79 feet; thence North 32°05'48" West 110.03; thence North 57°55'58" East 130.86 feet to the point of



A-2

Exhibit "A"

beginning.

EXCEPTING all coal and other minerals

**Parcel No. 43S15E364200:**

Beginning on the North side of a paved road at a point which bears South 1721.42 feet and East 1587.81 feet from the Northwest corner of Section 38, Township 43 South, Range 15 East, SLB&M; and running thence North 15°02'11" West a distance of 71.43 feet to a corner; thence North 80°53'21" East 31.89 feet to a corner; thence North 73°49'53" East 11.99 feet to a corner; thence North 47°48'12" East 155.42 feet to a corner; thence North 76°37'52" East 35.81 feet to a corner; thence East 206.24 feet to a corner; thence South 9°41'38" East 106.65 feet to a corner; thence South 72°15'36" West 100.10 feet to a corner; thence South 5°59'53" West 76.37 feet to a corner on the North side of a paved road; thence Westerly along the North side of the aforesaid approximately 302.00 feet to the point of beginning.

EXCEPTING all coal and other minerals

Subject to right of first refusal held by RGJ Corporation as referred to in instruments of record.



A-3



Exhibit "A"

The property features 152 lodging units in the hotel, villas, canyon apartments, and gas station/airport area. The RV park and campgrounds included 97 units at the time of inspection (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near term.

As illustrated in the following image, the subject property encompasses several businesses and offerings that make up a self-contained resort and supporting community area, measuring approximately 670 acres.



The property was purchased by current ownership in 1981, at which time all that existed were the upper lodge building (J), the restaurant (K), and the museum buildings (M); both K and M were utilized for different purposes at the time, with M being the original trading post. Property ownership has since constructed the remainder of the property over time in order to create a tourism destination. The subject property currently features several lodging types; an RV park and campground (R); two pool houses, one at the main Goulding's Lodge area (J) and one at the RV park and campground; a restaurant (K); three exclusive cookout areas; a gift shop (L); a theatre and two museum buildings (M); a grocery store (B); a laundromat (C); a gas station (E); a car wash area that also features guestrooms for tour drivers (D); a small airport (G); a hangar and pilot's apartment (F); a sewer lagoon (H); employee housing; and several hiking trails, as well as several improvements that support the operation.

Furthermore, a hospital (N) and an abandoned school and church are excluded from our analysis given their current ownership structure and/or lack of contribution. We note that the villas were reportedly completed in 2018, and a luxury home at the RV park was almost completed at the time of our inspection; however, we were not provided with detailed, comprehensive, historical capital expenditures. It is important to note that the inefficient, sprawling layout of the property, as well as the inconsistent guestroom product, result in functional obsolescence.

A-4



Exhibit "A"

## 1. Summary of Salient Data and Conclusions

Property:	Goulding's Lodge
Location:	1000 Main Street Monument Valley, Utah 84536 San Juan County
Interest Appraised:	Combined Fee Simple and Leasehold
Highest and Best Use (as improved):	Full-service and self-contained resort

### LAND DESCRIPTION

Area:	670.65 acres, or 29,213,514 square feet
Assessor's Parcel Numbers:	

#### Parcel ("PIN")

170964  
170958  
170957  
170959  
170960  
1220000090  
1220000080  
170955  
170956  
170954  
170967  
170966  
170965  
170968  
170969  
170970  
170971  
170953  
43S15E360000  
43S15E325400

### IMPROVEMENTS DESCRIPTION

Year Opened:	1954
Property Type:	Full-service and self-contained resort
Number of Stories:	One and two
Food and Beverage Facilities:	One restaurant, three exclusive cookout locations, and quick-service food and beverage outlets in the grocery store and service station
Additional Facilities:	A guest laundry area at the RV park, several outdoor barbecue areas, a retail area (RV park), two indoor swimming pools, a lobby workstation, a grocery store, a laundromat, a gift shop, a gas service station, a museum, and an airport



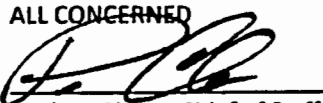
# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO : ALL CONCERNED

FROM :   
Paulson Chaco, Chief of Staff  
OFFICE OF THE PRESIDENT AND VICE PRESIDENT  
THE NAVAJO NATION

DATE : August 25, 2022

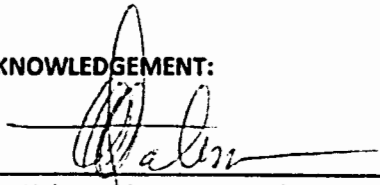
SUBJECT : DELEGATION OF AUTHORITY – DNR DIVISION DIRECTOR

Please be informed effective Monday, August 29, 2022, at 8:00 a.m. and ending Friday, September 02, 2022, at 5:00 p.m. Mr. Mike Halona, Manager, Land Department, will be delegated as the Division Director for the Division of Natural Resources.

The delegation will cover day-to-day operations and shall be responsible for the administration and management of the Division of Natural Resources and supervising all personnel, which includes ensuring compliance with all applicable Navajo Nation laws and policies. You will report to the Chief of Staff under the Office of the President and Vice President throughout your delegation. This delegation supersedes any previous delegations.

Thank you in advance for your cooperation. If you have any questions, I can be reached by email at [paulsonchaco@navajo-nsn.gov](mailto:paulsonchaco@navajo-nsn.gov).

## ACKNOWLEDGEMENT:

  
Mike Halona, Manager – Land Department  
Division of Natural Resources

cc: DISTRIBUTION

# PFARR & RETHORE

A PROFESSIONAL LAW CORPORATION

5070 N. 40<sup>th</sup> Street, Suite. 230  
Phoenix, AZ 85018  
Telephone (602) 424.5547 \* Fax (602) 424.4299

14 September 2022

Robert O. Allan, Esq,  
Principal Attorney  
Division of Natural Resources  
THE NAVAJO NATION  
P.O. Box 9000  
Window Rock, Arizona 86515

Sent Via Email: roallan@navajo-nsn.gov

Re: Supplemental Information to Letter of Intent for the Purchase of  
Certain Assets of Lafont Roland RGJ Corporation doing business as  
Goulding Lodge, San Juan County, State of Utah

Dear Mr. Allan:

Thank you for the Navajo Nation's Letter of Intent ("LOI") dated August 19, 2022 sent on behalf of President Jonathan Nez and Dr. Rudolph R. Shebala, Ph.D., Executive Director of the Division of Natural Resources, regarding the above referenced matter. As we discussed, this office has been retained to represent Roland and Wayland LaFont, and the various corporate entities that they own and what is commonly known as Goulding Lodge in Monument Valley, Utah and Arizona. The LaFont's holdings in Monument Valley is more complex than just RGJ Corporation and for the sake of clarity I wanted to supplement the Navajo Nation's current understanding of the real property, improvements, and assets of Goulding's Lodge owned by the LaFont family.

We are pleased to submit this Supplemental Information (the "Supplemental Information") to the Navajo Nation's Letter of Intent ("LOI"), which includes the summary of material terms in connection with the potential purchase by the Navajo Nation ("the "Buyer"), of the specific assets of RGJ Corporation, Executive RV, Inc., and Gouldings Monument Valley Enterprises, LLC, (collectively, the "Company or Companies" or "Business or Businesses"), in a transaction with the Company's current equity holders (collectively, the "Sellers") (the "Proposed Transaction").

For clarity, RGJ Corporation owns the majority of the Gouldings assets. Executive RV owns two real property parcels inside the Section 36 described in the LOI, and operates the Hillside Suites thereon.<sup>1</sup> Gouldings Monument Valley Enterprises owns various leasehold interest received from the Navajo Nation for water, sewer and airport use. And, the LaFont's operate a 501(c)(3) charitable non-profit corporation in the Museum and Trading Post called "The Harry and Mike Goulding Museum, Ltd.". Obviously, the assets of the non-profit cannot be sold to a non-qualified charitable organization, but if the Navajo Nation wishes to continue its operation as a 501(c)(3) organization, the LaFont's are amenable to changing the composition of the Board of Directors to representatives of the Navajo Nation so it continue its operation on the property. However, if this is something the Navajo Nation does not want to, or can, get involved, I will need to have the LaFont's make arrangements to relocate the charity before closing this transaction.

Given the above, the terms of the Navajo Nation's LOI and this supplement will serve to establish the framework to achieve a definitive written agreement consistent with the terms of the Navajo Nation's LOI and this Supplemental Information (the "Definitive Agreement"). The Seller understands that the Buyer has executed its LOI without any intent to incur any liability or other obligation thereby and a binding agreement or contract will not be deemed to have been entered into by such persons with respect to the Proposed Transaction unless and until the Definitive Agreement has been duly executed, approved and delivered by each party thereto.

#### **SUMMARY OF TERMS (NONBINDING PROVISIONS)**

Based on the previous due diligence of the Company by Buyer, the Definitive Agreement would contain those terms set forth in the LOI and this supplemental letter.

1. **Purchase Price and Transaction Structure.** Buyer offered \$59.5M on a debt-free, cash-free basis (the "Purchase Price") for certain assets of the Companies, the majority of which consists of the real property located in Section 36, Township 43 South Range 15 East, Salt Lake Meridian, San Juan County, State of Arizona, as more fully set forth on the 15 page Plat Map dated February 27, 2017 prepared by Bunker Engineering, LLC, as recorded in the records of San Juan County, Utah, attached hereto, supplementing Exhibit "A" of the LOI, and the various ground leases already owned by the Navajo Nation related to sewer, water, and airport, comprising

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<sup>1</sup> Note: It seems that using the Bunker Plat Survey discussed above to fully identify the Gouldings real property owned by RGJ and Executive RV as part of the Exhibit A of the LOI would be helpful in understanding which entity owns what piece of the real property.

approximately 37.49 acres of leasehold, and the "Property Description" and exclusions set forth in the Navajo Nation's LOI.

The purchase price of \$59,500,000 shall be payable as follows:

- a. \$7,140,000 earnest deposit; and
- b. \$52,360,000 by cashier's check or wire at time of closing.

2. Purchase Price Assumptions. The Purchase Price presented assumes the following:

- No cash from Seller
- The transaction will be structured as an asset purchase and not a purchase of Company Stock or Membership Interests

3. Key Assumptions: Buyer will offer employment or consulting agreements to key employees with the same base and bonus compensation terms of their existing employment arrangements. In addition to key executive team members, all employees will be retained in their current positions.

It is anticipated that the Real Estate and Purchase Agreements discussed in the LOI and this supplement may be integrated together to constitute one Definitive Agreement. The Navajo Nation has agreed to take initial responsibility for circulating a draft of the same for the parties consideration.

The parties will mutually identify and agree on a escrow company to hold earnest and closing funds.

4. Due Diligence, Advisors and Timing. Buyer has completed its business and financial due diligence investigation of the Company. However, Buyer shall have additional time to work closely with its advisors and Seller to complete confirmatory tax, legal, technology and ordinary course of business endeavors in advance of executing a definitive purchase agreement by October 31, 2022. Close of escrow shall be no later than December 15, 2022. The parties by mutual agreement can extend or advance these dates as is reasonably required and agreed by them.

5. Required Approvals and Consents. Members of Seller's organizations were briefed on and are supportive of the Navajo Nation's LOI. Seller

understands that the Navajo Nation also has certain required approvals it must receive as well as more fully set forth in its LOI.

6. Contact Information. If you have any questions concerning this Supplemental Information, please do not hesitate to contact the undersigned on behalf of the Seller. The Navajo Nation has identified the following as members of its deal team:

Robert O. Allan, Esq.	928-871-6592	<a href="mailto:roallan@navajo-nsn.gov">roallan@navajo-nsn.gov</a>
Dr. Rudolph R. Shebala		
Michael Halona	928-871-6524	<a href="mailto:m_halona@dinehbikeyah.org">m_halona@dinehbikeyah.org</a>
Stan Sapp	303-704-2636	<a href="mailto:stan@monumenthospitality.com">stan@monumenthospitality.com</a>

#### **BINDING PROVISIONS**

1. Confidentiality. None of the Company, Seller, Buyer, or shareholders, members or representatives will make any press release or public announcement concerning the existence of the Proposed Transaction contemplated hereby without the prior written approval of the other parties hereto. This letter and the proposal set forth herein is made on a confidential basis and shall not be disclosed by either Buyer or to any third party (other than your officers, directors, financial advisors, attorneys and other representatives who have a need to know such information) without each of our prior mutual written consent. The parties hereto acknowledge and agree that and further negotiations concerning the Proposed Transaction shall constitute "Confidential Information" for all purposes and agree shall remain in effect until closing.
2. Expenses. Each party will be liable for its respective expenses incurred in connection with preparation and review of and agreements between the parties, negotiating and drafting of the Definitive Agreement and related documents and completion of the Proposed Transaction, including, without limitation, the costs of due diligence investigation and the fees and expenses incurred in connection therewith. Customary escrow closing expenses shall be split equally between Buyer and Seller.

3. Miscellaneous Binding Provisions. The Binding Provisions constitute the entire agreement among the parties with respect to the subject matter thereof, and cumulatively constitutes all prior or contemporaneous oral agreements or understandings between the parties. The Binding Provisions may be amended or modified only in writing executed by the parties hereto. The LOI and Supplemental Information may be executed in counterparts, which, when taken together, will constitute one and the same instrument. The exchange of copies of the LOI and Supplemental Information signature pages by email transmission shall constitute effective execution and delivery of the LOI and Supplemental Information as to the parties.

Finally, as we discussed, I understand that the Navajo Nation requires additional due diligence. When convenient please advise what is required so that I can task my clients with collating and providing timely access to that information. I already have asked them to compile a list of the various assets of the LaFont entities being sold that can be included as further Exhibits to the Definitive Agreement.

I trust this correspondence will assist our client's in understanding the full extent of this project. I look forward to working with you. I also invite your further comments so that we can fully memorialize and close the transaction.

Sincerely,

PFARR & RETHORE, P.C.

Bernard M. Rethore  
For the Firm

BMR:rb

ACCEPTED AND AGREED as of the date first set forth above:

RGJ CORPORATION

EXECUTIVE RV, INC.

GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By: 

Wayland LaFont

Managing Member and Authorized Agent

- **Tab 2 –**

- Availability of Funds**



# THE NAVAJO NATION

---

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



## Memorandum:

To: W. Mike Halona, Department Manager III  
Navajo Land Department, Division of Natural Resources

From: *Robert Willie*  
Robert Willie, Accounting Manager  
Office of the Controller

Date: August 10, 2021

Subject: Re: Land Acquisition Trust Fund

The Office of Controller has calculated the unaudited balance of the Land Acquisition Fund as of July 31, 2021. The unaudited unreserved amount available for use in the fund balance is \$218,934,515. (See Exhibit A, footnote 1). However, 16 NNC §204 would govern this amount as it would be Fund Principal.

The budget available within the business unit 415000 was \$3,980,693 as of July 31, 2021. The amount in the capital object code series is \$3,163,004. The amounts indicated on your memo total to \$343,875. There should be sufficient balance available to procure the properties indicated. Be aware that fiscal year end is also fast approaching. The title 16 NNC §205 Expenditure of Fund Income would govern this portion as this amount is income that should be used for land acquisition.

Per resolution CJY-54-94, 90% of Fund Income goes to the Program and the remaining 10% shall be reinvested back into the Trust Fund.

If you should have any questions, please feel free to call me at tribal extension X6125.

NAVAJO NATION OFFICE OF THE CONTROLLER

P.O. BOX 3150 • WINDOW ROCK, AZ 86515 • PHONE: (928) 871-6398 • FAX: (928) 871-6026



**THE NAVAJO NATION**  
**Combining Balance Sheet**  
**July 31, 2021 (Unaudited)**

**EXHIBIT A**

<b>Assets</b>	
<b>Current Assets:</b>	
Cash and cash equivalents	\$ (54)
Investments	43,097,772
<b>Receivables:</b>	
Accounts Receivable	385,852
Advances Receivable	-
Interfund Receivable	3,155,235
Total Current Assets	46,638,804
<b>Long Term Assets:</b>	
Investments	176,296,545
Receivables	0
Total Long Term Assets	176,296,546
Total Assets	\$ 222,935,349
<b>Liabilities and Fund Balances</b>	
<b>Liabilities:</b>	
Accounts Payable	\$ -
Accruals	(1)
Other Liabilities	-
Total Liabilities	(1)
<b>Fund Balances:</b>	
Unreserved	(218,934,516) (1)
Committed	(3,998,013)
Assigned	(2,820)
Total Fund Balances	(222,935,349)
Total Liabilities and fund balances	\$ (222,935,349)

**THE NAVAJO NATION**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balance**  
**July 31, 2021 (Unaudited)**

<b>Revenues:</b>	
Tax Revenue	\$ -
Interest & Dividends	27,377,170
Fees & Permits	-
Other Revenue	3,746,046
Total Revenue	31,123,216
<b>Expenditures:</b>	
Total Expenditures	(5,453,602)
Excess (deficit) of revenues over expenditures	25,669,615
Transfers	-
Net change in fund balances	\$ 25,669,615

(1) - Unapportioned Balance Available

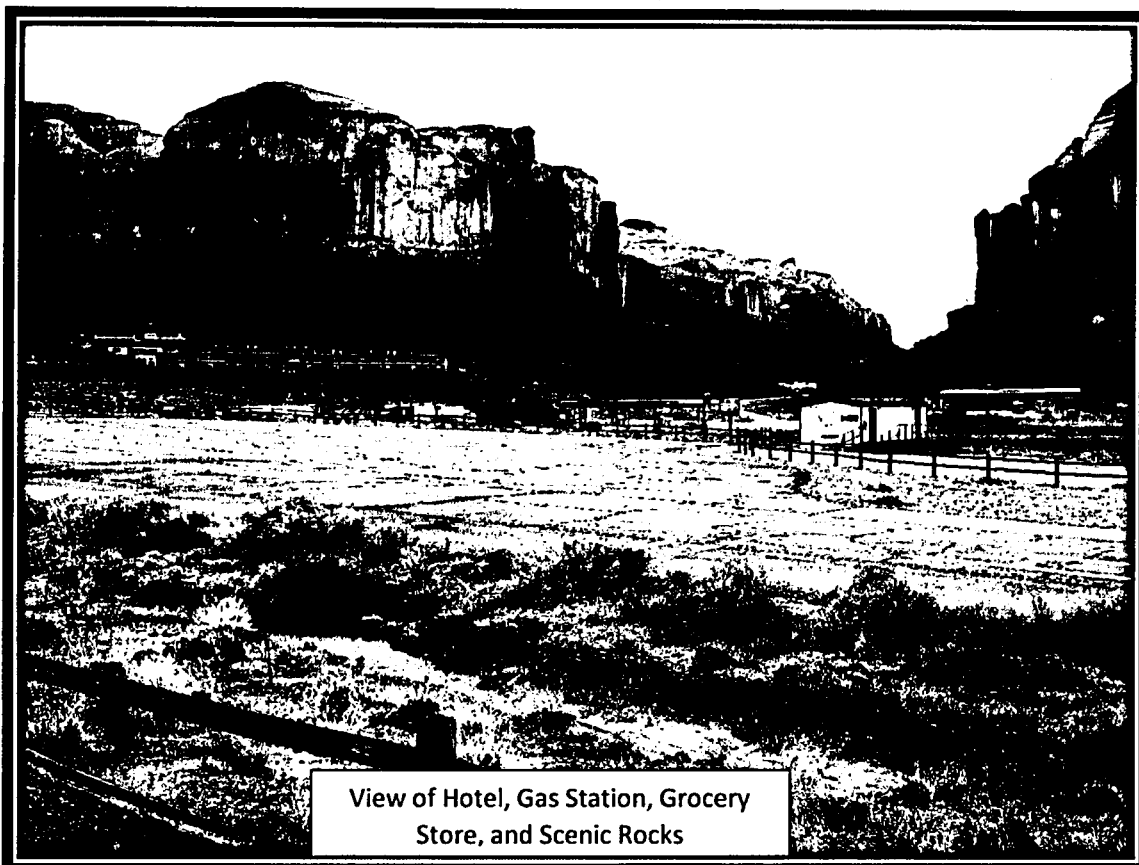
Prepared by General Accounting  
8/10/2021

R558U500 NN0002 KLEE		NAVAJO NATION Budget Status Report As of 7/31/2021				8/10/2021 8:32:15
Account Range	Original Budget	Revised Budget	Actuals	Encumbrances	Budget Available	% Expensed of Total
00530 LAND ACQUISITION FUND						
415000 LAND ACQUISITION						
2000 Expenses						
2001 Personnel Expenses	39,694.50	163,193.00	88,808.58		74,384.42	54.42
3000 Travel Expenses	10,088.25	40,693.00	4,836.48		35,856.52	11.89
4000 Supplies	4,037.50	26,150.00	13,233.16	2,819.60	10,097.24	61.39
5000 Lease & Rental	75,000.00	544,652.00	219,776.95		324,875.05	40.35
5500 Communications & Util	5,724.00	8,090.00	5,878.00		2,212.00	72.66
6000 Repairs & Maintenance	27,750.00	37,667.00	36,667.00		1,000.00	97.35
6500 Contractual Services	9,187.50	558,033.00	192,388.99		365,644.01	34.48
7000 Special Transactions	1,821.50	5,351.00	1,730.93		3,620.07	32.35
9000 Capital Outlay	1,133,221.75	8,053,285.50	4,890,281.50		3,163,004.00	60.72
2000 Expenses	1,306,525.00	9,437,114.50	5,453,601.59	2,819.60	3,980,693.31	57.82
415000 LAND ACQUISITION	1,306,525.00	9,437,114.50	5,453,601.59	2,819.60	3,980,693.31	57.82
415001 LAND ACQUISITION INVE						
2000 Expenses						
00530 LAND ACQUISITION FUND	1,306,525.00	9,437,114.50	5,453,601.59	2,819.60	3,980,693.31	57.82

# **Tab 3 –**

**Inspection Report Dated  
09/22/2022**

**CERTIFICATE OF INSPECTION  
GOULDING'S PROPERTY  
SAN JUAN COUNTY, UT**



The undersigned hereby certify that they personally made an on-site physical inspection and assessment of the Goulding's property on September 20<sup>th</sup> and 21<sup>st</sup>, 2022. The said inspection is being made pursuant to the NN Land Acquisition Rules and Regulations. Shirley McCabe, Senior Appraiser, and Jonathan Begay, Land Agent, performed the inspection.

The property site inspection and assessment were conducted by walking, driving, riding in an all-terrain vehicle, utilizing the topography map, and using a handheld GPS device to locate boundary lines and section corners/markers of the property. The undersigned completed the inspection and is fully knowledgeable of the property corners and identified the physical characteristics and features of the Goulding's property.

The Goulding's property consists of 633 acres, more or less, of fee land in Section 36 and an additional 37 acres, more or less, of leasehold land in Section 25 both in Township 43 South, Range 15 East, Salt Lake Meridian, San Juan County, State of Utah, 6.3 miles southeast of Oljato Chapter. The land is highly developed with paved roads and various improvements throughout the north half of the property. The main arrival/reception area consists of the hotel office, hotel rooms, Goulding's administrative

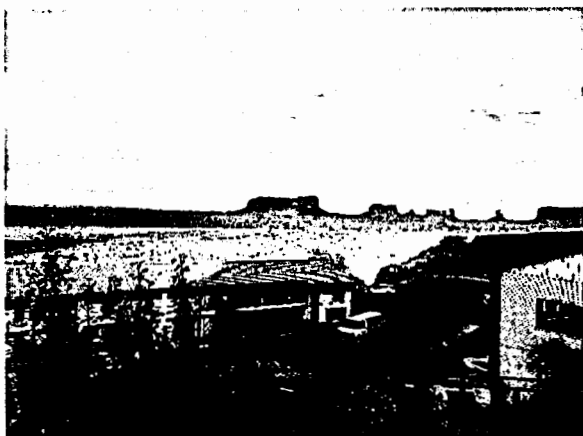
**CERTIFICATE OF INSPECTION  
GOULDING'S PROPERTY  
SAN JUAN COUNTY, UT**

offices, restaurant, swimming pool facility, gift shop, restroom facilities, the "Birdcage Theater," "John Wayne's Cabin," museum, walking trails, and a storage/maintenance building. Other than the main arrival/reception area, there are several other improvements to the west and north. North of the arrival/hotel area, there is a gas station with gas storage tanks, a storage building, a car wash with vacuum cleaners and office building, a convenience store, and Chevron gasoline pumps. West of the gas station area, there is the Goulding's Grocery Store and a laundromat facility. A cellular communications tower was observed near the grocery store. North of the laundromat facility are approximately 54 villas for rental. A vehicle repair/maintenance yard and three houses are located slightly north of the villa area. East from the villas is an airport runway. An airplane hangar and airplane facilities are located on Navajo trust land northeast of the villa area. West of the arrival area is the campground and RV park. This area also includes employee housing, another convenience store, warehouse, and an unused building with basketball court and storage tank.

The south half of the section mainly consists of mesa or canyon-like terrain. Near the very south border of the property are three areas designated for cooking and picnics and have gazebo-like coverings. Other than the cooking areas, there are no improvements and access to these areas.

A sewage lagoon was observed on the property and the property is served by all utilities: electricity, water, sewage, and internet.

The subject property is completely surrounded by Navajo trust land. Most areas of Goulding's can be accessed via County Road 421.



**VIEW OF MONUMENT VALLEY FROM HOTEL AREA**



**SCENIC VIEW OF ROCKS NEAR HOTEL AREA**

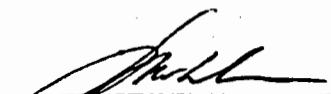
**CERTIFICATE OF INSPECTION  
GOULDING'S PROPERTY  
SAN JUAN COUNTY, UT**

Land Department staff did not witness any encroachments.

The fence lines that border the exterior boundaries of the property are not of any recent origin and that there is no evidence of work or labor recently being made on the subject land within the past one hundred and twenty (120) days that would warrant any one to claim any possessory rights to the land.

The undersigned have no bias, with respect to the property, that is the subject of this report or to the parties involved in this assignment.

Dated on the 22<sup>nd</sup> day of September 2022.

  
Shirley McCabe, Senior Appraiser  
Navajo Land Department

  
Jonathan Begay, Land Agent  
Navajo Land Department

# **Tab 4 –**

**Appraisal Report by HVS  
Consulting & Valuation  
Dated 06/07/2022**

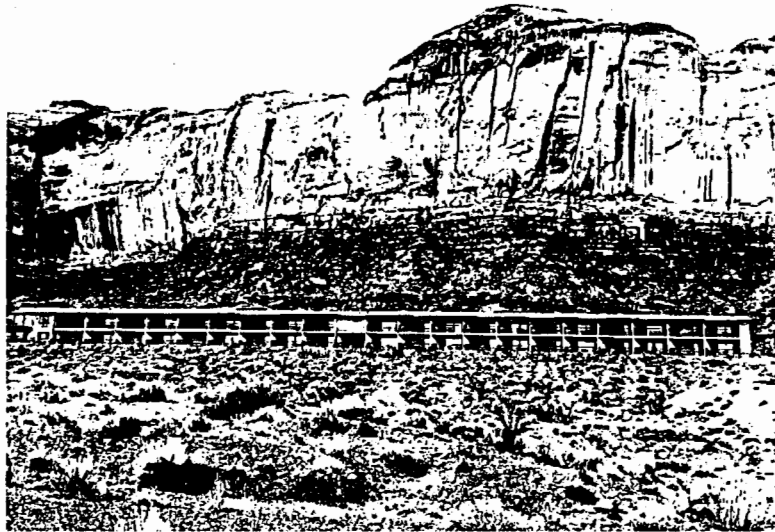


**NARRATIVE APPRAISAL REPORT**

---

## **Goulding's Lodge**

1000 GOULDING'S TRADING POST ROAD  
OLJATO-MONUMENT VALLEY, UTAH



**SUBMITTED TO:**

Mr. Stan Sapp  
CEO - Navajo Nation Hospitality Enterprise  
On Behalf of Navajo Nation  
6677 West Thunderbird Road  
Glendale, Arizona 85306

+1 (623) 412-0297

**PREPARED BY:**

HVS Consulting & Valuation  
Division of TS Worldwide, LLC  
8430 Santa Monica Boulevard, Suite 200  
West Hollywood, California 90069

+1 (303) 704-2636





June 7, 2022

Mr. Stan Sapp  
CEO - Navajo Nation Hospitality Enterprise  
On Behalf of Navajo Nation  
6677 West Thunderbird Road  
Glendale, Arizona 85306

Re: Goulding's Lodge  
1000 Goulding's Trading Post Road  
Oljato-Monument Valley, Utah  
HVS Reference: 2022020365

Dear Mr. Sapp:

HVS PHOENIX  
8430 Santa Monica Boulevard, Suite  
200  
West Hollywood, California 90069  
+1 (303) 704-2636  
+1 (415) 896-0516 FAX  
[www.hvs.com](http://www.hvs.com)

Pursuant to your request, we herewith submit our narrative appraisal report pertaining to the above-captioned hotel. We have investigated the real estate and analyzed the market conditions in the Monument Valley, Utah, area. Our report has been prepared in accordance with, and is subject to, the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), as provided by the Appraisal Foundation. This letter of transmittal is not valid as an opinion of value if detached from the supporting report.

The subject of the appraisal is the combined fee simple and leasehold interest in a 670.65-acre site improved with a self-contained resort known as the Goulding's Lodge. Roughly 633.16 acres are owned in fee simple interest, while 37.49 acres reflect the leasehold interest. The land owned in fee is shown below, while the leasehold land is adjacent.



Superior results through unrivaled  
hospitality intelligence. Everywhere.



The property features 152 lodging units in the hotel, villas, canyon apartments, and gas station/airport area. The RV park and campgrounds included 97 units at the time of inspection (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near term.

As illustrated in the following image, the subject property encompasses several businesses and offerings that make up a self-contained resort and supporting community area, measuring approximately 670 acres.



The property was purchased by current ownership in 1981, at which time all that existed were the upper lodge building (J), the restaurant (K), and the museum buildings (M); both K and M were utilized for different purposes at the time, with M being the original trading post. Property ownership has since constructed the remainder of the property over time in order to create a tourism destination. The subject property currently features several lodging types; an RV park and campground (R); two pool houses, one at the main Goulding's Lodge area (J) and one at the RV park and campground; a restaurant (K); three exclusive cookout areas; a gift shop (L); a theatre and two museum buildings (M); a grocery store (B); a laundromat (C); a gas station (E); a car wash area that also features guestrooms for tour drivers (D); a small airport (G); a hangar and pilot's apartment (F); a sewer lagoon (H); employee housing; and several hiking trails, as well as several improvements that support the operation.

Furthermore, a hospital (N) and an abandoned school and church are excluded from our analysis given their current ownership structure and/or lack of contribution. We note that the villas were reportedly completed in 2018, and a luxury home at the RV park was almost completed at the time of our inspection; however, we were not provided with detailed, comprehensive, historical capital expenditures. It is important to note that the inefficient, sprawling layout of the property, as well as the inconsistent guestroom product, result in functional obsolescence.



Given the presence of canyons and a variety of unique formations throughout the site, the topography varies greatly. Roughly 400 acres of the 670-acre site are not currently developed; however, only about 140 acres feature a topography that is conducive for development. The specific locations of the site that could be conducive for development are the vacant land to the northeast of the main lodge; the land along the southern border of the site, adjacent to the canyon; and a portion of land near the airport. For the purpose of this analysis, we have assumed that the planned 80-room resort hotel development would take place along the southern border of the site, adjacent to the canyon, in order to provide an exclusive, high-end experience on roughly 30 acres. Moreover, it is important to note that if the development were constructed to the northeast of the main lodge or east of the airport, this development would likely impede upon sweeping views of Monument Valley, which is a major draw for the resort. The remaining portions not developed (or not planned to be developed) feature rock formations, which limit the land's use and/or would be expected to be preserved in order to maintain amenities and offerings, such as hiking trails and sweeping views of Monument Valley. Thus, the site includes excess land that has been valued separately and could be developed with an upscale lodging facility, as well as surplus land that serves the greater resort.

This appraisal report is being prepared for use for the asset evaluation of the subject property.

We have undertaken the appraisal process and, based on our analysis, have concluded to the following opinions of market value of the existing resort and the excess land value:

As Is	
Date of Value	March 16, 2020
Exposure Time (Months)	4 to 12
Real Property Value	\$71,420,000
Personal Property Value	1,980,000
Intangible Property Value	0
Reconciled Value	\$73,400,000
Reconciled Value per Key	483,000
Interest Appraised	combined fee simple and leasehold

This analysis is based on the extraordinary assumption that the subject land equates to 633 acres owned in fee and 37 acres subject to ground leases. We were not provided with a full survey, legal description, or other complete description of the site; furthermore, we were not provided with a copy of each lease. As such, we have assumed that the historical rent collection represents the full lease payment and that the leases would continue throughout the projection period and extend (or be extended) into the future. The analysis is also based on the extraordinary assumption that the described improvements utilized in the excess land analysis have been completed as of the prospective "when complete" date of value. The reader should understand that the expansion related to the proposed 80-room resort does not yet exist as of the date of appraisal. Our appraisal does not address unforeseeable events that could alter the proposed project, and/or the market



conditions reflected in the analyses; we assume that no significant changes, other than those anticipated and explained in this report, shall take place between the date of inspection and date of prospective value. The use of these extraordinary assumptions may have affected the assignment results. We have made no other extraordinary assumptions specific to this appraisal. However, several important general assumptions have been made that apply to this appraisal and our valuations of proposed hotels in general. These aspects are set forth in the Assumptions and Limiting Conditions chapter of this report.

This report is intended for the addressee firm and may not be distributed to or relied upon by other persons or entities. We hereby certify that we have no undisclosed interest in the property, and our employment and compensation are not contingent upon our findings. This study is subject to the comments made throughout this report and to all assumptions and limiting conditions set forth herein.

Sincerely,  
TS Worldwide, LLC

A handwritten signature in cursive script, likely belonging to McKenna Luke, is positioned above the printed name.

McKenna Luke, MAI, Managing Director  
mluke@hvs.com, +1 (303) 704-2636  
Temporary State Appraiser License (UT): 12672954-TCG0

# **Tab 5 –**

## **Year 2022 Property Tax Information**

September 26, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 43S15E360000 Name: RGJ CORPORATION c/o Name: Address 1: PO BOX 360001 Address 2: City State Zip: MONUMENT VALLEY UT 84536-0001 Mortgage Co: Status: <b>Active</b>	Entry:  <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> Property Address  Acres: 367.30
Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>	

Owners	Interest	Entry	Date of Filing	Comment
RGJ CORPORATION	1/1			Entry Not Found

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC01 COMMERCIAL BLDG	0.00	827,809	827,809	10,563.67	0	0	0.00
BC03 SERVICE	0.00	12,416,499	12,416,499	158,446.94	0	0	0.00
LA02 AG LAND NON-FFA UNIMPROVD	0.00	0	0	0.00	275,475	275,475	3,515.34
LC01 COM'L IMPROVD LOT	115.00	300,564	300,564	3,835.50	0	0	0.00
LC02 COM'L LOT PARTIAL	252.30	339,115	339,115	4,327.45	0	0	0.00
Totals:	367.30	13,883,987	13,883,987	177,173.56	275,475	275,475	3,515.34

<b>**** ATTENTION !! ****</b>		2022 Taxes: 177,173.56	2021 Taxes: 3,515.34
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees: 0.00	Review Date
		Penalty: 0.00	05/01/2022
		Abatements: ( 0.00)	
		Payments: ( 2,816.00)	
		Amount Due: 174,357.56	<b>NO BACK TAXES!</b>

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	352.00	mshupe
Total Payments:						2,816.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2012	0.00	0.00	0.00	0.00	7.00%	47,555.83	0.00
Totals:	0.00	0.00	0.00	0.00		47,555.83	0.00

September 26, 2022

**SAN JUAN COUNTY CORPORATION**  
**Tax Roll Master Record**

Parcel: 43S15E360000	Entry:
Name: RGJ CORPORATION	
c/o Name:	Property Address
Address 1: PO BOX 360001	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0001	Acres: 367.30
Mortgage Co:	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

**Taxing Description**

SEC 36 T43S R15E: ALL (LESS): BEG ON THE N SIDE OF A PAVED RD AT A PT WHICH BEARS S 1721.42 FT AND E 1587.81 FT FROM THE NW COR OF SEC 36 T43S R15E, SLB&M, AND PROCEEDING FROM SAID PT N 15°02'11" W A DISTANCE OF 71.43 FT TO A COR, TH N 80°53'21" E A DISTANCE OF 31.89 FT TO A COR, TH N 73°49'53" E A DISTANCE OF 11.99 FT TO A COR, TH N 47°48'12" E A DISTANCE OF 155.42 FT TO A COR, TH N 76°37'52" E A DISTANCE OF 35.81 FT TO A COR, TH E A DISTANCE OF 206.24 FT TO A COR, TH S 9°41'38" E A DISTANCE OF 106.65 FT TO A COR, TH S 72°15'36" W A DISTANCE OF 100.10 FT TO A COR, TH S 5°59'53" W A DISTANCE OF 76.37 FT TO A COR ON THE N SIDE OF A PAVED RD, TH W'LY ALONG THE N SIDE OF THE AFORESAID RD A DISTANCE OF APPROXIMATELY 302.00 FT TO THE POB. (LESS): BEG AT A PT SITUATED S 89°54'42" E 269.54 FT ALONG THE N LINE OF SEC 36 AND S 44.59 FT FROM THE N¼ COR OF SEC 36, TH S 88°31'24" E 498.51 FT, TH S 25°15'09" E 484.82 FT, TH S 57°59'22" W 942.86 FT, TH N 19°41'23" W 692.77 FT, TH N 54°40'31" E 222.92 FT, TH N 81°49'28" E 146.17 FT, TH N 00°27'23" E 149.18 FT TO THE PT OF BEG. (LESS): BEG AT A PT SITUATED S 89°54'12" E 302.99 FT ALONG THE N LINE OF SEC 36 AND S 610.89 FT FROM THE N¼ COR OF SEC 36, TH S 32°03'28" E 110.00 FT, TH S 57°55'11" W 130.79 FT, TH N 32°05'48" W 110.03 FT, TH N 57°55'59" E 130.86 FT TO THE POB. (LESS): BEG AT A PT SITUATED S 89°54'42" E 269.54 FT ALONG THE N LINE OF SAID SEC 36 AND S 44.59 FT FROM THE N¼ COR OF SAID SEC 36, TH S 88°31'24" E 498.51 F, TH S 25°15' 09" E 484.82 FT, TH S 57°59'22" W 942.86 FT, TH N 19°41'23" W 692.77 FT, TH N 54°40'31" E 222.92 FT, TH N 81°149'28" E 146.17 FT, TH N 00°27'23" E 149.18 FT TO THE POB. (LESS): BEG AT A PT SITUATED S 89°54'42" E 302.99 FT ALONG THE N LINE OF SAID SEC 36 AND S 610.89 FT FROM THE N¼ COR OF SAID SEC 36, TH S 32°03'28" E 110.00 FT, TH S 57°55'11" W 130.79 FT, TH N 32°05'48" W 110.03 FT, TH N 57°55'59" E 130.86 FT TO THE POB. (367.30 AC M/L) 43S15E360000

**History**

BALANCE AFTER QCD TO EXECUTIVE RV, INC. 123166, 968/287. WD TO EXECUTIVE RV INC 125054 975/857 10/28/15.  
BALANCE AFTER WD TO EXECUTIVE RV INC 125055 975/61 10/28/15.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000000	Entry: 133546
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	
Address 1: 1000 MAIN STREET	Property Address
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	
Mortgage Co:	Acres: 177.53
Status: <b>Active</b>	Year: <b>2022</b>
District: <b>001 COUNTY OUTSIDE</b>	<b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133546	03/27/2017	(0994/0364)
LAFONT WAYLAND (EXECUTIVE)		133546	03/27/2017	(0994/0364)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LC03 COM'L UNIMPRV LOT	177.53	886,389	886,389	11,314.76	886,389	886,389	11,311.21
Totals:	177.53	886,389	886,389	11,314.76	886,389	886,389	11,311.21

<b>**** ATTENTION !! ****</b>		2022 Taxes:	11,314.76	2021 Taxes:	11,311.21
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	Review Date	
		Penalty:	0.00	05/31/2018	
		Abatements: (	0.00)		
		Payments: (	9,048.00)		
		Amount Due:	2,266.76	<b>NO BACK TAXES!</b>	

02/01/2022 12:00PM 00115838 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
03/07/2022 02:39PM 00116401 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
03/28/2022 10:34AM 00116884 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
06/21/2022 11:10AM 00117635 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
07/07/2022 09:35AM 00117790 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
07/11/2022 02:26PM 00117867 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
08/01/2022 11:03AM 00118071 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
08/31/2022 10:45AM 00118392 2022 LAFONT ROLAND RGJ CORP	Current - Check	1,131.00	mshupe
Total Payments:		9,048.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	12,534.39	0.00
Totals:	0.00	0.00	0.00	0.00		12,534.39	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: A TRACT OF LAND WITHIN THE N½ OF SEC 36, T43S, R15E, SLB&M, COUNTY OF SAN JUAN, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEG AT THE NW¼ COR OF SAID SEC 36, TH S 00°01'24" W 2641.10 FT TO THE W¼ COR OF SAID SEC 36, TH N 72°00'41" W 567.04 FT, TH N 58°05'47" E 1023.87 FT, TH S 85°23'37" E 101.33 FT, TH N 59°30'20" E 133.21 FT, TH S 58°23'09" E 127.77 FT, TH S 03°05'54" E 190.80 FT, TH S 56°56'41" E 139.52 FT, TH S 43°56'32" E 141.29 FT, TH N 42°31'49" E 297.93 FT, TH N 75°54'38" E 1000.26 FT, TH S 43°59'55" E 380.15 FT, TH S 56°49'26" E 377.96 FT, TH S 88°19'05" E 1568.15 FT TO A PT ON THE E LINE OF SAID SEC 36, TH N 00°00'06" W 2359.06 FT TO THE NE¼ COR OF SAID SEC 36, TH N 89°54'42" W 2640.88 FT TO THE N¼ COR OF SAID SEC 36, TH N 89°58'51" W 2635.86 FT TO POB. (266.81 AC M/L)



September 21, 2022

SAN JUAN COUNTY CORPORATION  
**Tax Roll Master Record**

Parcel: 001220000000	Entry: 133546
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	Property Address
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	Acres: 177.53
Mortgage Co:	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

History

GOULDINGS SUBDIVISION PLAT, 133546, 994/364, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000010	Entry: 133547
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	Property Address
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	Acres: 1.17
Mortgage Co:	
Status: Active	Year: 2022 District: 001 COUNTY OUTSIDE 0.011210

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133547	03/27/2017	(0994/0365)
LAFONT WAYLAND (EXECUTIVE)		133547	03/27/2017	(0994/0365)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC06 MIXED USE COMMERCIAL	0.00	116,763	116,763	1,490.48	116,763	116,763	1,490.01
LC01 COM'L IMPROVD LOT	1.17	147,050	147,050	1,877.09	147,050	147,050	1,876.51
Totals:	1.17	263,813	263,813	3,367.57	263,813	263,813	3,366.52

\*\*\*\* ATTENTION !! \*\*\*\*  
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.

2022 Taxes:	3,367.57	2021 Taxes:	3,366.52
Special Fees:	0.00	Review Date	
Penalty:	0.00	05/31/2018	
Abatements: (	0.00)		
Payments: (	2,696.00)		
Amount Due:	671.57	NO BACK TAXES!	

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	337.00	mshupe
Total Payments:						2,696.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	3,730.57	0.00
Totals:	0.00	0.00	0.00	0.00		3,730.57	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 1, GOULDINGS SUBDIVISION. (1.17) 000122000010

## History

GOULDINGS SUBDIVISION PLAT, 133547, 994/385, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000020	Entry: 133547
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	
Mortgage Co	
Property Address	
Acres: 1.31	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133547	03/27/2017	(0994/0365)
LAFONT WAYLAND (EXECUTIVE)		133547	03/27/2017	(0994/0365)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC03 SERVICE	0.00	840,857	840,857	10,733.54	840,857	840,857	10,730.18
LC01 COM'L IMPROVD LOT	1.31	163,150	163,150	2,082.61	163,150	163,150	2,081.96
Totals:	1.31	1,004,007	1,004,007	12,816.15	1,004,007	1,004,007	12,812.14

<b>**** ATTENTION !! ****</b>		2022 Taxes:	12,816.15	2021 Taxes:	12,812.14
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	<b>Review Date</b> 05/31/2018	
		Penalty:	0.00		
		Abatements: (	0.00)		
		Payments: (	10,248.00)	<b>NO BACK TAXES!</b>	
		Amount Due:	2,568.15		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,281.00	mshupe
Total Payments:						10,248.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	14,197.62	0.00
Totals:	0.00	0.00	0.00	0.00		14,197.62	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

### Taxing Description

SEC 36 T43S R15E: LOTS 2, GOULDINGS SUBDIVISION. (1.31 AC) 000122000020

### History

GOULDINGS SUBDIVISION PLAT, 133547, 994/365, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000030	Entry: 133547
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Property Address</div> <div style="margin-top: 20px;">Acres: 3.83</div>
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	
Mortgage Co:	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <span style="float: right;">0.011210</span>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133547	03/27/2017	(0994/0365)
LAFONT WAYLAND (EXECUTIVE)		133547	03/27/2017	(0994/0365)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC10 MOTEL	0.00	1,597,753	1,597,753	20,395.32	1,597,753	1,597,753	20,388.93
LC01 COM'L IMPROVD LOT	3.83	452,950	452,950	5,781.81	452,950	452,850	5,780.09
<b>Totals:</b>	<b>3.83</b>	<b>2,050,703</b>	<b>2,050,703</b>	<b>26,177.23</b>	<b>2,050,703</b>	<b>2,050,703</b>	<b>26,169.02</b>

<b>**** ATTENTION !! ****</b>		2022 Taxes:	26,177.23	2021 Taxes:	26,169.02
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	<b>Review Date</b> 05/31/2018	
		Penalty:	0.00		
		Abate ments: (	0.00)		
		Payments: (	20,936.00)	<b>NO BACK TAXES!</b>	
		Amount Due:	5,241.23		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,617.00	mshupe
<b>Total Payments:</b>						<b>20,936.00</b>	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	28,998.91	0.00
<b>Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>28,998.91</b>	<b>0.00</b>

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 3, GOULDINGS SUBDIVISION. (3.83 AC) 000122000030

## History

GOULDINGS SUBDIVISION PLAT, 133547, 994/365, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000040	Entry: 133548		
Name: LAFONT ROLAND RGJ CORP			
c/o Name:	Property Address		
Address 1: 1000 MAIN STREET	<div style="height: 100px;"></div>		
Address 2:			
City State Zip: MONUMENT VALLEY UT 84536-0000			
Mortgage Co:			
Status: <b>Active</b>	Year: <b>2022</b>	District: <b>001 COUNTY OUTSIDE</b>	<b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133548	03/27/2017	(0994/0366)
LAFONT WAYLAND (EXECUTIVE)		133548	03/27/2017	(0994/0366)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC11 FAST FOOD	0.00	468,533	468,533	5,980.82	468,533	468,533	5,978.95
LC01 COM1 IMPROVD LOT	2.72	325,300	325,300	4,152.45	325,300	325,300	4,151.15
Totals:	2.72	793,833	793,833	10,133.27	793,833	793,833	10,130.10

<b>**** ATTENTION !! ****</b>		2022 Taxes:	10,133.27	2021 Taxes:	10,130.10
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	<b>Review Date</b>	
		Penalty:	0.00		
		Abatements: (	0.00)		
		Payments: (	8,104.00)	<b>NO BACK TAXES!</b>	
		Amount Due:	2,029.27		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,013.00	mshupe
Total Payments:						8,104.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	11,225.56	0.00
Totals:	0.00	0.00	0.00	0.00		11,225.56	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 4, GOULDINGS SUBDIVISION. (2.72 AC) 000122000040

## History

GOULDINGS SUBDIVISION PLAT, 133548, 994/366, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000050	Entry: 133548
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	Property Address
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	
Mortgage Co.	
Status: <b>Active</b>	Acres: 1.00
Year: <b>2022</b>	District: <b>001 COUNTY OUTSIDE</b>
	<b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133548	03/27/2017	(0994/0366)
LAFONT WAYLAND (EXECUTIVE)		133548	03/27/2017	(0994/0366)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC03 SERVICE	0.00	162,944	162,944	2,079.98	162,944	162,944	2,079.33
LC01 COM'L IMPROVD LOT	1.00	127,500	127,500	1,627.54	127,500	127,500	1,627.03
Totals:	1.00	290,444	290,444	3,707.52	290,444	290,444	3,706.36

<b>**** ATTENTION !! ****</b>		2022 Taxes:	3,707.52	2021 Taxes:	3,706.36
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	Review Date	
		Penalty:	0.00	05/31/2018	
		Abatements: (	0.00)		
		Payments: (	2,968.00)		
		Amount Due:	739.52	<b>NO BACK TAXES!</b>	

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	371.00	mshupe
Total Payments:						2,968.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	4,107.16	0.00
Totals:	0.00	0.00	0.00	0.00		4,107.16	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

### Taxing Description

SEC 36 T43S R15E: LOTS 5, GOULDINGS SUBDIVISION. (1.0AC) 00122000050

### History

GOULDINGS SUBDIVISION PLAT, 133548, 994/366, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000060	Entry: 133548
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	Property Address
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	Acres: 5.56
Mortgage Co:	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133548	03/27/2017	(0994/0366)
LAFONT WAYLAND (EXECUTIVE)		133548	03/27/2017	(0994/0366)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC03 SERVICE	0.00	551,897	551,897	7,044.97	551,897	551,897	7,042.76
LC01 COM'L IMPROVD LOT	5.56	832,300	832,300	8,071.31	832,300	832,300	8,068.78
Totals:	5.56	1,184,197	1,184,197	15,116.28	1,184,197	1,184,197	15,111.54

<b>**** ATTENTION !! ****</b>		2022 Taxes:	15,116.28	2021 Taxes:	15,111.54
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	Review Date	
		Penalty:	0.00	05/31/2018	
		Abatements: (	0.00)	NO BACK TAXES!	
		Payments: (	12,088.00)		
		Amount Due:	3,028.28		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
07/11/2022	02:28PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,511.00	mshupe
Total Payments:						12,088.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	16,745.68	0.00
Totals:	0.00	0.00	0.00	0.00		16,745.68	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 6, GOULDINGS SUBDIVISION. (5.56) 000122000060

## History

GOULDINGS SUBDIVISION PLAT, 133548, 994/366, 3/27/17.

September 21, 2022

# **SAN JUAN COUNTY CORPORATION Tax Roll Master Record**

Parcel: 001220000070 Name: LAFONT ROLAND RGJ CORP c/o Name: Address 1: 1000 MAIN STREET Address 2: City State Zip: MONUMENT VALLEY UT 84536-0000 Mortgage Co: Status: <b>Active</b> Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>	Entry: 133548 <div style="border: 1px solid black; height: 60px; margin-top: 10px;"></div> Property Address Acres: 1.75
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Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133548	03/27/2017	(0994/0366)
LAFONT WAYLAND (EXECUTIVE)		133548	03/27/2017	(0994/0366)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC03 SERVICE	0.00	459,192	459,192	5,861.59	459,192	459,192	5,859.75
LC01 COM'L IMPROVD LOT	1.75	213,750	213,750	2,728.52	213,750	213,750	2,727.66
Totals:	1.75	672,942	672,942	8,590.11	672,942	672,942	8,587.41

<b>**** ATTENTION !! ****</b>				2022 Taxes:	8,590.11	2021 Taxes:	8,587.41
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.				Special Fees:	0.00	Review Date <b>05/31/2018</b>	
				Penalty:	0.00		
				Abatements: (	0.00)		
				Payments: (	6,872.00)	<b>NO BACK TAXES!</b>	
				Amount Due:	1,718.11		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	859.00	mshupe
Total Payments:						6,872.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	9,516.05	0.00
Totals:	0.00	0.00	0.00	0.00		9,516.05	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 7, GOULDINGS SUBDIVISION. (1.75 AC) 00122000070

## History

GOULDINGS SUBDIVISION PLAT, 133548, 994/366, 3/27/17.



September 20, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000080	Entry: 125055
Name: EXECUTIVE RV INC	
c/o Name:	Property Address
Address 1: PO BOX 360001	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0001	
Mortgage Co:	Acres: 0.33
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
EXECUTIVE RV INC		125055	10/28/2015	(0975/0861)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BR01 RESIDENTIAL	0.00	183,605	100,983	1,289.05	183,605	100,983	1,288.64
LR01 RESIDENT LOT	0.33	25,000	13,750	175.48	77,250	42,488	542.19
Totals:	0.33	208,605	114,733	1,464.51	260,855	143,471	1,830.83

**\*\*\*\* ATTENTION !! \*\*\*\***

Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.

2022 Taxes: 1,464.51 Special Fees: 0.00 Penalty: 0.00 Abatements: ( 0.00) Payments: ( 1,464.00) Amount Due: 0.51	2021 Taxes: 1,830.83  <b>Review Date</b> 05/31/2018  <b>NO BACK TAXES!</b>
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02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	183.00	mshupe
Total Payments:						1,464.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	1,780.98	0.00
Totals:	0.00	0.00	0.00	0.00		1,780.98	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

### Taxing Description

SEC 36 T43S R15E: LOTS 8, GOULDINGS SUBDIVISION. (.33 AC) 000122000080

### History

GOULDINGS SUBDIVISION PLAT LOTS 8-10, 133549, 994/367, 3/27/17.

September 20, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000090	Entry: 125055
Name: EXECUTIVE RV INC	
c/o Name:	
Address 1: PO BOX 360001	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0001	
Mortgage Co:	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
EXECUTIVE RV INC		125055	10/28/2015	(0975/0881)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC06 MIXED USE COMMERCIAL	0.00	3,502,884	3,502,884	44,714.31	3,502,884	3,502,884	44,700.30
LC01 COM'L IMPROVD LOT	13.20	1,243,500	1,243,500	15,873.28	1,243,500	1,243,500	15,868.30
Totals:	13.20	4,746,384	4,746,384	60,587.59	4,746,384	4,746,384	60,568.60

<b>**** ATTENTION !! ****</b>		2022 Taxes:	60,587.59	2021 Taxes:	60,568.60
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	Review Date	
		Penalty:	0.00	05/31/2018	
		Abatements: (	0.00)		
		Payments: (	48,456.00)		
		Amount Due:	12,131.59	NO BACK TAXES!	

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
03/07/2022	02:39PM	00118401	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
07/11/2022	02:26PM	00117887	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	6,057.00	mshupe
Total Payments:						48,456.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	87,118.41	0.00
Totals:	0.00	0.00	0.00	0.00		87,118.41	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 9, GOULDINGS SUBDIVISION. (13.20 AC) 000122000090

## History

GOULDINGS SUBDIVISION PLAT LOTS 8 - 10, 133549, 994/367, 3/27/17.

September 21, 2022

**SAN JUAN COUNTY CORPORATION  
Tax Roll Master Record**

Parcel: 001220000100	Entry: 133552
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	Property Address
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	Acres: 3.01
Mortgage Co:	
Status: <b>Exempt</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133552	03/27/2017	(0994/0370)
LAFONT WAYLAND (EXECUTIVE)		133552	03/27/2017	(0994/0370)

<b>**** ATTENTION !! ****</b>	2022 Taxes:	0.00	2021 Taxes:	0.00
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.	Special Fees:	0.00	Review Date	
	Penalty:	0.00	05/31/2018	
	Abatements: (	0.00)		
	Payments: (	0.00)		
	Amount Due:	0.00	NO BACK TAXES!	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

**Taxing Description**

SEC 36 T43S R15E: LOTS 10, GOULDINGS SUBDIVISION. (3.01 AC) 000122000100

**History**

GOULDINGS SUBDIVISION PLAT, 133552, 994/370, 3/27/17.

September 21, 2022

# **SAN JUAN COUNTY CORPORATION** **Tax Roll Master Record**

Parcel: 001220000110 Name: LAFONT ROLAND RGJ CORP c/o Name: Address 1: 1000 MAIN STREET Address 2: City State Zip: MONUMENT VALLEY UT 84536-0000 Mortgage Co: Status: <b>Active</b>	Entry: 133552  <div style="border: 1px solid black; height: 60px; width: 100%;"></div> Property Address  Acres: 18.02
Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>	

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133552	03/27/2017	(0994/0370)
LAFONT WAYLAND (EXECUTIVE)		133552	03/27/2017	(0994/0370)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC03 SERVICE	0.00	75,198	75,198	959.90	75,198	75,198	959.80
LC01 COM'L IMPROVD LOT	18.02	1,629,100	1,629,100	20,795.46	1,629,100	1,629,100	20,788.95
<b>Totals:</b>	<b>18.02</b>	<b>1,704,298</b>	<b>1,704,298</b>	<b>21,755.36</b>	<b>1,704,298</b>	<b>1,704,298</b>	<b>21,748.55</b>

<b>**** ATTENTION !! ****</b>		2022 Taxes:	21,755.36	2021 Taxes:	21,748.55
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	<b>Review Date</b> 05/31/2018	
		Penalty:	0.00		
		Abatements: (	0.00)		
		Payments: (	17,400.00)	<b>NO BACK TAXES!</b>	
		Amount Due:	4,355.36		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
07/07/2022	09:35AM	00117780	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	2,175.00	mshupe
<b>Total Payments:</b>						<b>17,400.00</b>	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	24,100.40	0.00
<b>Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>24,100.40</b>	<b>0.00</b>

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## **Taxing Description**

SEC 36 T43S R15E: LOTS 11, GOULDINGS SUBDIVISION. (18.02 AC) 00122000110

## **History**

GOULDINGS SUBDIVISION PLAT, 133552, 994/370, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000120	Entry: 133551
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	Property Address
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	
Mortgage Co:	
Status: <b>Active</b>	Acres: 3.47
Year: <b>2022</b>	District: <b>001 COUNTY OUTSIDE</b>
	<b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133551	03/27/2017	(0994/0369)
LAFONT WAYLAND (EXECUTIVE)		133551	03/27/2017	(0994/0369)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC06 MIXED USE COMMERCIAL	0.00	235,575	235,575	3,007.11	235,575	235,575	3,008.17
BR01 RESIDENTIAL	0.00	168,513	92,682	1,183.09	168,513	92,682	1,182.72
LC01 COM'L IMPROVD LOT	3.14	272,568	272,568	3,479.33	272,568	272,568	3,478.24
LR01 RESIDENT LOT	0.33	25,000	13,750	175.46	77,250	42,488	542.19
Totals:	3.47	701,656	614,575	7,844.99	753,906	643,313	8,209.32

<b>**** ATTENTION !! ****</b>				2022 Taxes:	7,844.99	2021 Taxes:	8,209.32
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.				Special Fees:	0.00	<b>Review Date</b> 05/31/2018	
				Penalty:	0.00		
				Abatements: (	0.00)	<b>NO BACK TAXES!</b>	
				Payments: (	6,568.00)		
				Amount Due:	1,276.99		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	821.00	mshupe
Total Payments:						6,568.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	8,869.60	0.00
Totals:	0.00	0.00	0.00	0.00		8,869.60	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 12, GOULDINGS SUBDIVISION. (3.47 AC) 00122000120

## History

GOULDINGS SUBDIVISION PLAT, 133551, 994/369, 3/27/17.

September 21, 2022

# **SAN JUAN COUNTY CORPORATION** **Tax Roll Master Record**

Parcel: 001220000130 Name: LAFONT ROLAND RGJ CORP c/o Name: Address 1: 1000 MAIN STREET Address 2: City State Zip: MONUMENT VALLEY UT 84536-0000 Mortgage Co: Status: <b>Active</b>	Entry: 133551 <div style="border: 1px solid black; height: 60px; margin-top: 10px;"></div> Property Address Acres: 1.62 Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>
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Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133551	03/27/2017	(0994/0369)
LAFONT WAYLAND (EXECUTIVE)		133551	03/27/2017	(0994/0369)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC03 SERVICE	0.00	270,696	270,696	3,455.43	270,696	270,696	3,454.35
LC01 COM'L IMPROVD LOT	1.62	198,800	198,800	2,537.68	198,800	198,800	2,536.89
Totals:	1.62	469,496	469,496	5,993.11	469,496	469,496	5,991.24

\*\*\*\* **ATTENTION !!** \*\*\*\*

Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.

2022 Taxes: 5,993.11 Special Fees: 0.00 Penalty: 0.00 Abatements: ( 0.00) Payments: ( 4,792.00) Amount Due: 1,201.11	2021 Taxes: 5,991.24 Review Date 05/31/2018 <b>NO BACK TAXES!</b>
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02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	599.00	mshupe
Total Payments:						4,792.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	6,639.13	0.00
Totals:	0.00	0.00	0.00	0.00		6,639.13	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 13, GOULDINGS SUBDIVISION. (1.62 AC) 00122000130

## History

GOULDINGS SUBDIVISION PLAT, 133551, 994/369, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 00122000140	Entry: 133551
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	
Mortgage Co:	
Property Address	
Acres: 1.68	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <span style="float: right;">0.011210</span>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133551	03/27/2017	(0994/0369)
LAFONT WAYLAND (EXECUTIVE)		133551	03/27/2017	(0994/0369)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC13 COMMERCIAL BLDG	0.00	500	500	6.38	500	500	6.38
LC03 COM'L UNIMPRV LOT	1.68	174,845	174,845	2,231.90	174,845	174,845	2,231.20
Totals:	1.68	175,345	175,345	2,238.28	175,345	175,345	2,237.58

<b>**** ATTENTION !! ****</b>		2022 Taxes:	2,238.28	2021 Taxes:	2,237.58
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	Review Date	
		Penalty:	0.00	05/31/2018	
		Abatements: (	0.00)		
		Payments: (	1,792.00)		
		Amount Due:	446.28	NO BACK TAXES!	

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
06/21/2022	11:10AM	00117835	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	224.00	mshupe
Total Payments:						1,792.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	2,479.54	0.00
Totals:	0.00	0.00	0.00	0.00		2,479.54	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

### Taxing Description

SEC 36 T43S R15E: LOTS 14, GOULDINGS SUBDIVISION. (1.68 AC) 00122000140

### History

GOULDINGS SUBDIVISION PLAT, 133551, 994/369, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000150 Name: LAFONT ROLAND RGJ CORP c/o Name: Address 1: 1000 MAIN STREET Address 2: City State Zip: MONUMENT VALLEY UT 84536-0000 Mortgage Co: Status: <b>Active</b>	Entry: 133551  <div style="border: 1px solid black; height: 60px; width: 100%;"></div> Property Address  Acres: 2.32
Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>	

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133551	03/27/2017	(0994/0369)
LAFONT WAYLAND (EXECUTIVE)		133551	03/27/2017	(0994/0369)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC03 SERVICE	0.00	50,727	50,727	647.53	50,727	50,727	647.33
BR01 RESIDENTIAL	0.00	95,104	52,307	667.70	95,104	52,307	667.49
LC01 COM'L IMPROVD LOT	1.99	160,155	160,155	2,044.38	160,155	160,155	2,043.74
LR01 RESIDENT LOT	0.33	25,000	13,750	175.48	77,250	42,488	542.19
<b>Totals:</b>	<b>2.32</b>	<b>330,986</b>	<b>276,939</b>	<b>3,535.07</b>	<b>383,236</b>	<b>305,877</b>	<b>3,900.75</b>

<b>**** ATTENTION !! ****</b>				2022 Taxes:	3,535.07	2021 Taxes:	3,900.75
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.				Special Fees:	0.00	Review Date 05/31/2018	
				Penalty:	0.00		
				Abatelements: (	0.00)		
				Payments: (	3,120.00)	<b>NO BACK TAXES!</b>	
				Amount Due:	415.07		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	390.00	mshupe
<b>Total Payments:</b>						<b>3,120.00</b>	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	4,194.19	0.00
<b>Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>4,194.19</b>	<b>0.00</b>

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 15, GOULDINGS SUBDIVISION. (2.32 AC) 00122000150

## History

GOULDINGS SUBDIVISION PLAT, 133551, 994/369, 3/27/17.



September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000160	Entry: 133551		
Name: LAFONT ROLAND RGJ CORP			
c/o Name:	Property Address		
Address 1: 1000 MAIN STREET			
Address 2:			
City State Zip: MONUMENT VALLEY UT 84536-0000			
Mortgage Co:	Acres: 3.21		
Status: <b>Active</b>	Year: <b>2022</b>	District: <b>001 COUNTY OUTSIDE</b>	<b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133551	03/27/2017	(0994/0369)
LAFONT WAYLAND (EXECUTIVE)		133551	03/27/2017	(0994/0369)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC06 MIXED USE COMMERCIAL	0.00	762,131	762,131	9,728.60	762,131	762,131	9,725.55
BR01 RESIDENTIAL	0.00	70,296	38,663	493.53	70,296	38,663	493.38
LC01 COM/L IMPROVD LOT	2.88	247,153	247,153	3,154.91	247,153	247,153	3,153.92
LR01 RESIDENT LOT	0.33	25,000	13,750	175.46	77,250	42,488	542.19
<b>Totals:</b>	<b>3.21</b>	<b>1,104,580</b>	<b>1,061,697</b>	<b>13,552.50</b>	<b>1,156,830</b>	<b>1,090,435</b>	<b>13,915.04</b>

<b>**** ATTENTION !! ****</b>				2022 Taxes:	13,552.50	2021 Taxes:	13,915.04
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.				Special Fees:	0.00	<b>Review Date</b> 05/31/2018	
				Penalty:	0.00		
				Abate ments: (	0.00)		
				Payments: (	11,136.00)	<b>NO BACK TAXES!</b>	
				Amount Due:	2,416.50		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
06/21/2022	11:10AM	00117835	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,392.00	mshupe
<b>Total Payments:</b>						<b>11,136.00</b>	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	15,324.90	0.00
<b>Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>15,324.90</b>	<b>0.00</b>

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 16, GOULDINGS SUBDIVISION. (3.21 AC) 00122000160

## History

GOULDINGS SUBDIVISION PLAT, 133551, 994/369, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000170	Entry: 133552
Name: LAFONT ROLAND RGJ CORP	
c/o Name:	
Address 1: 1000 MAIN STREET	
Address 2:	
City State Zip: MONUMENT VALLEY UT 84536-0000	
Mortgage Co:	
Property Address	
Acres: 8.96	
Status: <b>Active</b>	Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>

Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133552	03/27/2017	(0994/0370)
LAFONT WAYLAND (EXECUTIVE)		133552	03/27/2017	(0994/0370)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC01 COMMERCIAL BLDG	0.00	44,825	44,825	572.19	44,825	44,825	572.01
BC07 RECREATIONAL	0.00	649,817	649,817	8,294.91	649,817	649,817	8,292.31
LC01 COM'L IMPROVD LOT	8.63	691,405	691,405	8,825.78	691,405	691,405	8,823.02
LR01 RESIDENT LOT	0.33	25,000	13,750	175.46	77,250	42,488	542.19
Totals:	8.96	1,411,047	1,399,797	17,868.34	1,463,297	1,428,535	18,229.53

<b>**** ATTENTION !! ****</b>				2022 Taxes:	17,868.34	2021 Taxes:	18,229.53
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.				Special Fees:	0.00	Review Date 05/31/2018	
				Penalty:	0.00		
				Abatements: (	0.00)		
				Payments: (	14,584.00)	<b>NO BACK TAXES!</b>	
				Amount Due:	3,284.34		

02/01/2022	12:00PM	00115838	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
03/07/2022	02:39PM	00116401	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
03/28/2022	10:34AM	00116684	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
06/21/2022	11:10AM	00117635	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
07/07/2022	09:35AM	00117790	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
07/11/2022	02:26PM	00117867	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
08/01/2022	11:03AM	00118071	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
08/31/2022	10:45AM	00118392	2022	LAFONT ROLAND RGJ CORP	Current - Check	1,823.00	mshupe
Total Payments:						14,584.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2020	0.00	0.00	0.00	0.00	7.00%	191.46	0.00
2018	0.00	0.00	0.00	0.00	8.45%	20,094.93	0.00
Totals:	0.00	0.00	0.00	0.00		20,286.39	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 17, GOULDINGS SUBDIVISION. (8.96 AC) 00122000170

## History

GOULDINGS SUBDIVISION PLAT, 133552, 994/370, 3/27/17.

September 21, 2022

# SAN JUAN COUNTY CORPORATION Tax Roll Master Record

Parcel: 001220000180 Name: LAFONT ROLAND RGJ CORP c/o Name: Address 1: 1000 MAIN STREET Address 2: City State Zip: MONUMENT VALLEY UT 84536-0000 Mortgage Co: Status: <b>Active</b>	Entry: 133552 <div style="border: 1px solid black; height: 60px; margin-top: 10px;"></div> Property Address Acres: 3.04 Year: <b>2022</b> District: <b>001 COUNTY OUTSIDE</b> <b>0.011210</b>
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Owners	Interest	Entry	Date of Filing	Comment
LAFONT ROLAND RGJ CORP		133552	03/27/2017	(0994/0370)
LAFONT WAYLAND (EXECUTIVE)		133552	03/27/2017	(0994/0370)

Property Information	2022 Values & Taxes				2021 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC06 MIXED USE COMMERCIAL	0.00	58,400	58,400	745.48	58,400	58,400	745.24
LC01 COM'L IMPROVD LOT	3.04	307,785	307,785	3,928.88	307,785	307,785	3,927.64
Totals:	3.04	366,185	366,185	4,674.36	366,185	366,185	4,672.88

<b>**** ATTENTION !! ****</b>		2022 Taxes:	4,674.36	2021 Taxes:	4,672.88
Tax Rates for 2022 have been set and approved. All levied taxes and values shown on this printout for the year 2022 should be correct.		Special Fees:	0.00	Review Date	
		Penalty:	0.00	05/31/2018	
		Abatements: (	0.00)	<b>NO BACK TAXES!</b>	
		Payments: (	3,736.00)		
		Amount Due:	938.36		

02/01/2022 12:00PM 00115838 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
03/07/2022 02:39PM 00116401 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
03/28/2022 10:34AM 00116684 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
06/21/2022 11:10AM 00117635 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
07/07/2022 09:35AM 00117790 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
07/11/2022 02:26PM 00117867 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
08/01/2022 11:03AM 00118071 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
08/31/2022 10:45AM 00118392 2022 LAFONT ROLAND RGJ CORP	Current - Check	467.00 mshupe
Total Payments:		3,736.00

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2018	0.00	0.00	0.00	0.00	8.45%	5,178.20	0.00
Totals:	0.00	0.00	0.00	0.00		5,178.20	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

## Taxing Description

SEC 36 T43S R15E: LOTS 18, GOULDINGS SUBDIVISION. (3.04 AC) 00122000180

## History

GOULDINGS SUBDIVISION PLAT, 133552, 994/370, 3/27/17.

- **Tab 6 –**

**Commitment for Title  
Insurance Dated  
09/20/2022**

- 

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## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

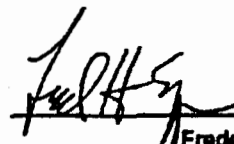
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

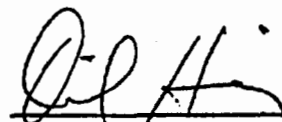
Countersigned by:

  
Authorized Countersignature

Anderson-Oliver Title Insurance Agency, Inc.  
81 E. 100 S.  
Monticello, UT 84535  
(435) 587-3344



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 10516

ALTA Commitment For Title Insurance (7-01-2021)

Page 1 of 4



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I - Requirements;
    - f. Schedule B, Part II - Exceptions; and
    - g. a countersignature by the Company or its issuing agent that may be in electronic form.
  4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 10518

ALTA Commitment For Title Insurance (7-01-2021)

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## **6. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No. 10518

ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN  
LAND TITLE  
ASSOCIATION



#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is ,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 09, Houston, Texas 77009.

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File No. 10516

ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4

AMERICAN  
LAND TITLE  
ASSOCIATION





**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.  
Issuing Office: 81 E. 100 S., Monticello, UT 84535  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 10516  
Issuing Office File Number: 10516  
Property Address: All Sec 36 T43S, R15E, SLBM, Monument Valley, UT 84536  
Revision Number: 1

1. Commitment Date: September 20, 2022 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

RGJ Corporation, a Utah corporation: TRACT A and TRACT B EXCEPT Lots 8 and 9 in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Executive RV, Inc., a Utah corporation: The part of TRACT B which is Lots 8 and 9, GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Utah Navajo Development Council, a Utah non-profit corporation: TRACT C

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

  
Authorized Countersignature

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

San Juan County, State of Utah:

**TRACT A:**

Township 43 South, Range 15 East, SLM,  
Section 36: ALL

LESS TRACT B and TRACT C

Parcel No for the included tract 43S15E360000

EXCEPTING from the included tract all coal and other minerals

**TRACT B:**

All Land in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 384, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Parcel Nos: 001220000000, 001220000010, 001220000020, 001220000030, 001220000040, 001220000050, 001220000060, 001220000070, 001220000080, 001220000090, 001220000100, 001220000110, 001220000120, 001220000130, 001220000140, 001220000150, 001220000160, 001220000170, 001220000180

EXCEPTING all coal and other minerals

**TRACT C:**

Beginning on the North side of a paved road at a point which bears South 1721.42 feet and East 1587.81 feet from the Northwest corner of Section 36, Township 43 South, Range 15 East, SLB&M; and running thence North 15°02'11" West a distance of 71.43 feet to a corner; thence North 80°53'21" East 31.89 feet to a corner; thence North 73°49'53" East 11.99 feet to a corner; thence North 47°48'12" East 155.42 feet to a corner; thence North 76°37'52" East 35.81 feet to a corner; thence East 206.24 feet to a corner; thence South 9°41'38" East 106.65 feet to a corner; thence South 72°15'36" West 100.10 feet to a corner; thence South 5°59'53" West 76.37 feet to a corner on the North side of a paved road; thence Westerly along the North side of the aforesaid approximately 302.00 feet to the point of beginning.

Parcel No. 43S15E364200

EXCEPTING all coal and other minerals

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 4 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART I**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: 10516- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Trust Deed sufficient to encumber the fee simple interest or estate to the Proposed Insured in Schedule A, Section 2 b.
6. Reconveyance of Trust Deed(s) in Schedule B, Section 2.
7. Warranty Deed sufficient to convey the fee simple interest to the Proposed Insured in Schedule A.

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File No. 10516

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: 10516- Revision No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Taxes for the year 2022 are accruing as a lien, not yet due and payable. Taxes for the year 2022 are estimated in the amount of \$407,910.56. Payments toward the 2022 taxes have been made in the amount of \$188,824.00. There are no back taxes.
10. Water rights, claims or title to water, or ditches, whether or not the matters are shown by the public records.

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File No. 10516

UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

11. Rights to any easement or right of way of the public, to use all such highways as may have been established according to law, over the same or any part thereof, and subject also to all rights of way for ditches, tunnels, and telephone and transmission lines that may have been constructed by the authority of the United States; and reservation to the State of Utah of all coal and other minerals and the right of the State of Utah, or persons authorized by it, the right to prospect for, mine and remove coal and other minerals from the same, upon compliance with the conditions and subject to the limitations of Chapter 107, Session Laws 1919) as amended Session Laws 1921) and amendments thereto, as set forth in the Patent from the State of Utah to Harry T. Goulding dated May 6, 1938 and recorded May 9, 1938 in Book I at page 27.  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Rights to ditches, canals and reservoirs as sets forth in the Patent from the United States of America to the State of Utah dated September 23, 1965 and recorded March 29, 1966 in Book 379 at page 22, Entry No. U-6466.
13. Rights to ditches, canals and reservoirs as sets forth in the Patent from the United States of America to the State of Utah dated November 10, 1965 and recorded June 13, 1966 in Book 381 at page 247, Entry No. U-7584.
14. All easements and rights of way held by San Juan County including, but not limited to, the following:
  - a. From Harry T. Goulding and Leone Goulding dated June 5, 1964 and recorded November 24, 1964 in Book 369 at page 284, Entry No. U-1977;
  - b. From Knox College, a non-profit educational corporation, dated March 26, 1968 and recorded July 10, 1968 in Book 448 at page 186, Entry No. X-3067.
15. Claims that any portion of the land is covered by a public road, street or easement.
16. Access is provided to all of the land as long as all parcels are owned by the same person or entity. There is no insurance for access if all land is not owned by the same owner.
17. All restrictions, conditions, covenants, rights of way, and easements, that are now of record, as referred to in instruments of record including, but not limited to, the following:
  - a. Warranty Deed from RGJ Corporation to Executive RV Inc., dated March 21, 2015 and recorded October 28, 2015 in Book 975 at page 857, Entry No. 125054.
  - b. Warranty Deed from RGJ Corporation to Executive RV Inc., dated March 21, 2015 and recorded October 28, 2015 in Book 975 at page 861, Entry No. 125055.This affects Lot 8 and 9 of TRACT B
18. Executive Order of May 17, 1884 relating to the Navajo Reservation a certified copy of which was recorded February 11, 1954 in Book 10 at page 331, Entry No. F-5219.
19. Right of first refusal held by RGJ Corporation, all as referred to in instruments including, but not limited to, the following:
  - a. Quitclaim Gift Deed from RGJ Corporation to San Juan Foundation dated September 24, 1999 and recorded November 30, 1999 in Book 783 at page 412, Entry No. 060201.
  - b. Memorandum of Right of First Refusal between RGJ Corporation and San Juan Foundation dated November 29, 1999 and recorded January 19, 2001 in Book 791 at page 833, Entry No. 062870. (This memorandum refers to a Right of First Refusal Agreement, copies of which are held by each party to the memorandum.)
  - c. Quitclaim Deed from San Juan Foundation to Utah Navajo Development Council dated September 27, 2002

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File No. 10516

UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

and recorded October 7, 2002 in Book 808 at page 708, Entry No. 067260.

d. Memorandum of Right of First Refusal between RGJ Corporation and Utah Navajo Development Council acknowledged September 27, 2002 and recorded October 7, 2002 in Book 808 at page 710, Entry No. 067261. (This memorandum refers to a Right of First Refusal Agreement, copies of which are held by each party to the memorandum.)

This affects TRACT C

20. Letter regarding Waiver of Certain Subdivision Ordinance Requirements for Gouldings Subdivision dated March 8, 2017 and executed by Brad Bunker, PE, PLS and recorded March 27, 2017 in Book 994 at page 362, Entry No. 133545.

This affects TRACT B

21. Narratives, notes, legends, easements, rights-of-way, roads, airport runways and related facilities, and all other provisions and information as set forth in the following plats:

a. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Exterior Boundary Lines" filed March 27, 2017 in Book 994 at page 364, Entry No. 133546.

b. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 2 of 7 (Lots 1-3)" filed March 27, 2017 in Book 994 at page 365, Entry No. 133547.

c. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 3 of 7 (Lots 4-7)" filed March 27, 2017 in Book 994 at page 366, Entry No. 133548.

d. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 4 of 7 (Lots 8-10)" filed March 27, 2017 in Book 994 at page 367, Entry No. 133549.

e. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 5 of 7 (Lot 11)" filed March 27, 2017 in Book 994 at page 368, Entry No. 133550.

f. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 6 of 7 (Lots 12-16)" filed March 27, 2017 in Book 994 at page 369, Entry No. 133551.

g. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 7 of 7 (Lots 17-18)" filed March 27, 2017 in Book 994 at page 370, Entry No. 133552.

A judgment search was made in the following names and none were found of record except as noted above:

Utah Navajo Development Council

RGJ Corporation

Executive RV, Inc.

**CHAIN OF TITLE:**

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: NONE

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File No. 10516

UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-8591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 154 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-800-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different price or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone Toll Free at 1-8 -571-9270

Website <http://stewart.com/ccpa>

Email [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

Postal Address Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
13 0 Post Oak Blvd., Ste. 100, MC 14-1  
Houston, TX 7705

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anderson-Oliver Title Insurance Agency, Inc., and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Anderson-Oliver Title Insurance Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

How often do/does Anderson-Oliver Title Insurance Agency, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Anderson-Oliver Title Insurance Agency, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Anderson-Oliver Title Insurance Agency, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 81 E. 100 S., Monticello, UT 84535

# • **Tab 7 –**

## **Maps**



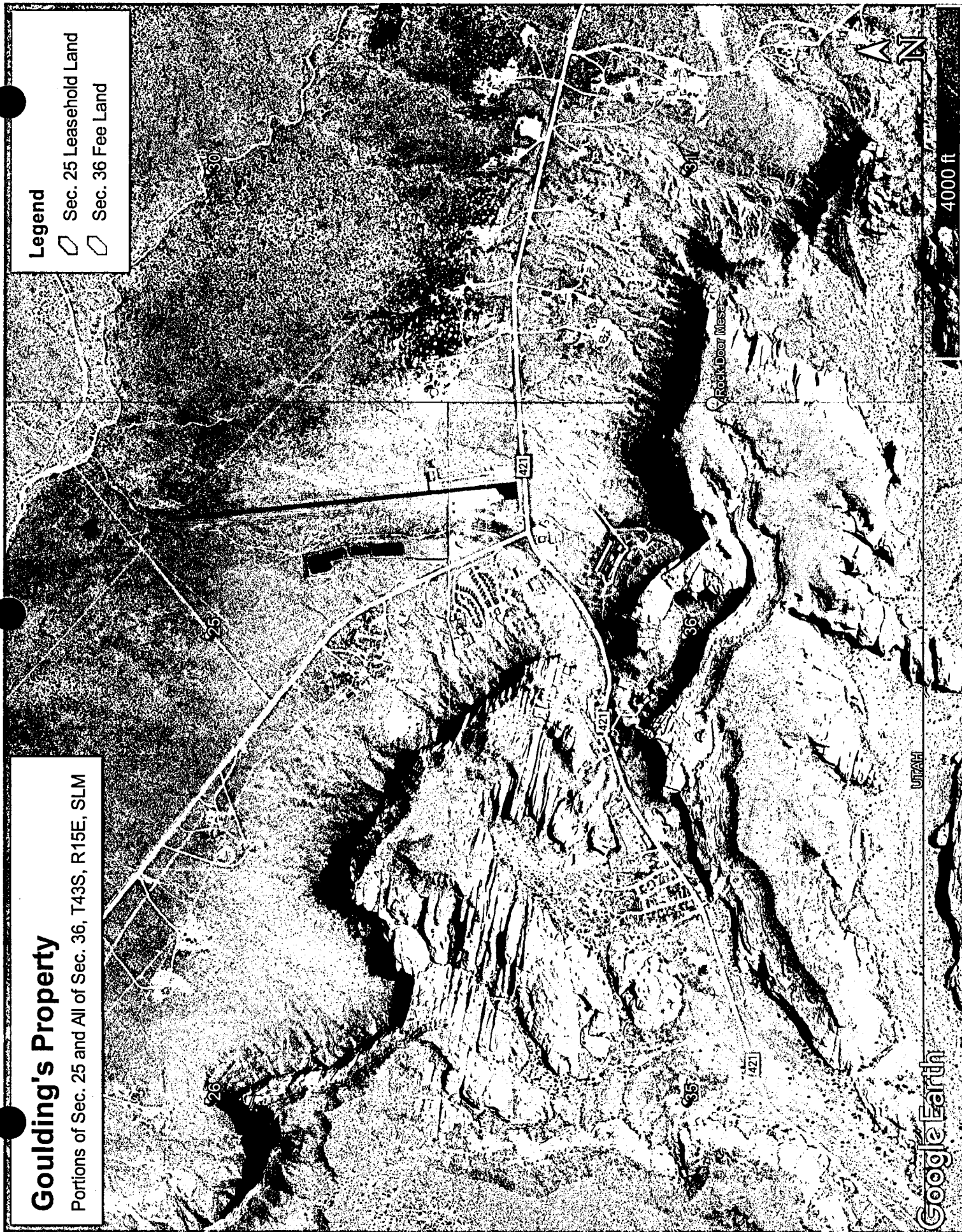


# Goulding's Property

Portions of Sec. 25 and All of Sec. 36, T43S, R15E, SLM

## Legend

- Sec. 25 Leasehold Land
- Sec. 36 Fee Land



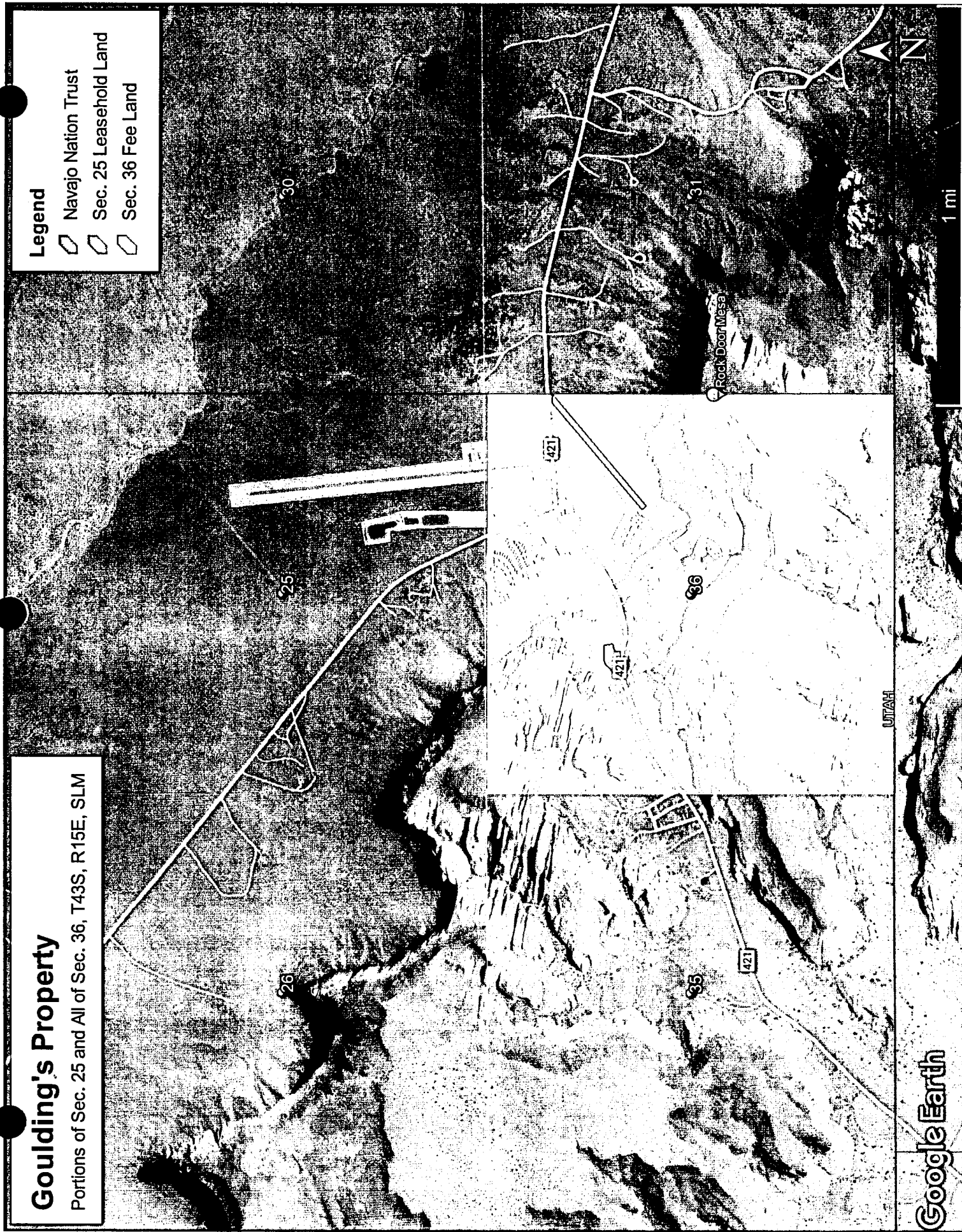


# Goulding's Property

Portions of Sec. 25 and All of Sec. 36, T43S, R15E, SLM

## Legend

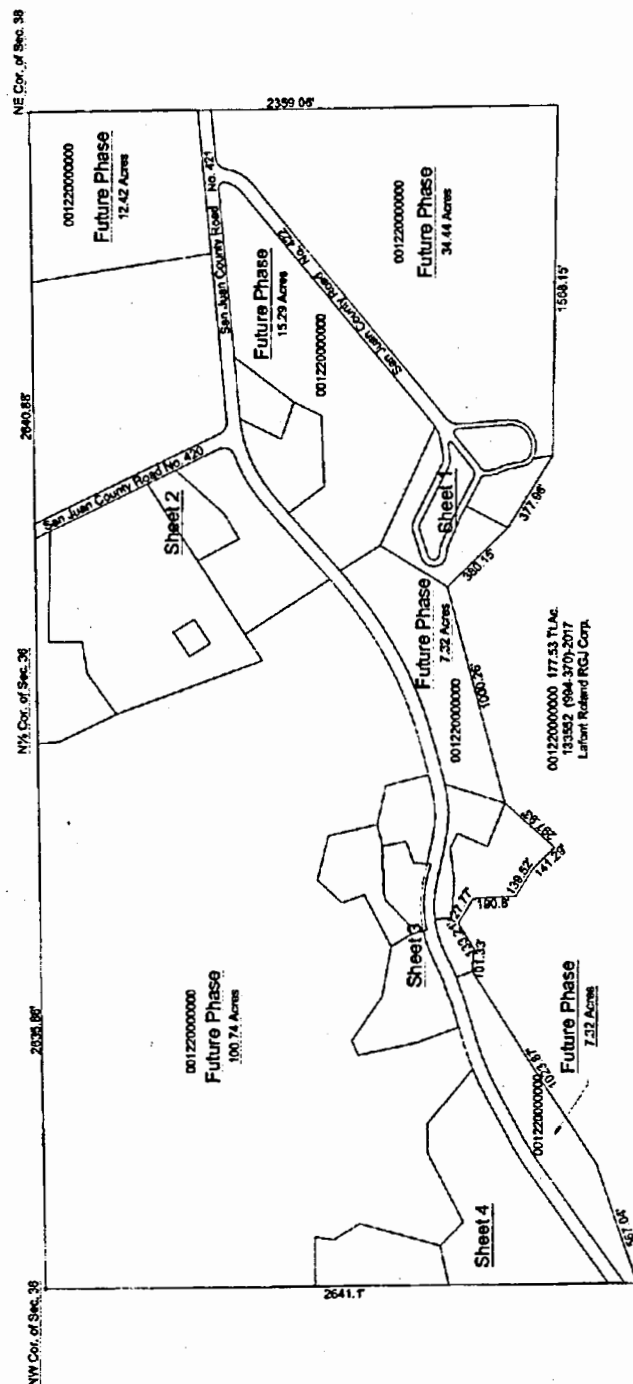
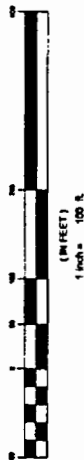
- Navajo Nation Trust
- Sec. 25 Leasehold Land
- Sec. 36 Fee Land





This plan was created pursuant to Utah Code Annotated 1983, as amended, section 17-21-21 solely for the purposes set forth therein and is based upon information provided by recorded deeds. San Juan County assumes no liability for errors, omissions, variations, gaps or overlaps.

**GRAPHIC SCALE**



九	一	三	五	七	九
二	四	六	八	十	十二
三	五	七	九	十一	十三
四	六	八	十	十二	十四
五	七	九	十一	十三	十五
六	八	十	十二	十四	十六
七	九	十一	十三	十五	十七
八	十	十二	十四	十六	十八
九	十一	十三	十五	十七	十九
十	十二	十四	十六	十八	二十

This plat was recorded pursuant to Utah Code Annotated § 18-1-1, as amended, section 18-1-1(2)(b) solely for the purpose and to the extent that the information is provided by the recorder and is not to be used as a basis for any other action or claim. San Juan County assumes no liability for errors, omissions, variations, gaps or omissions.

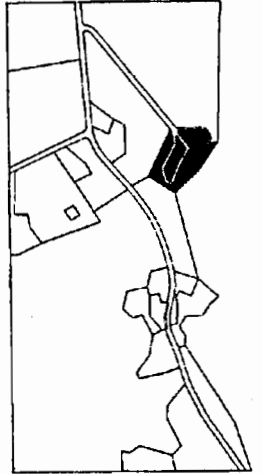
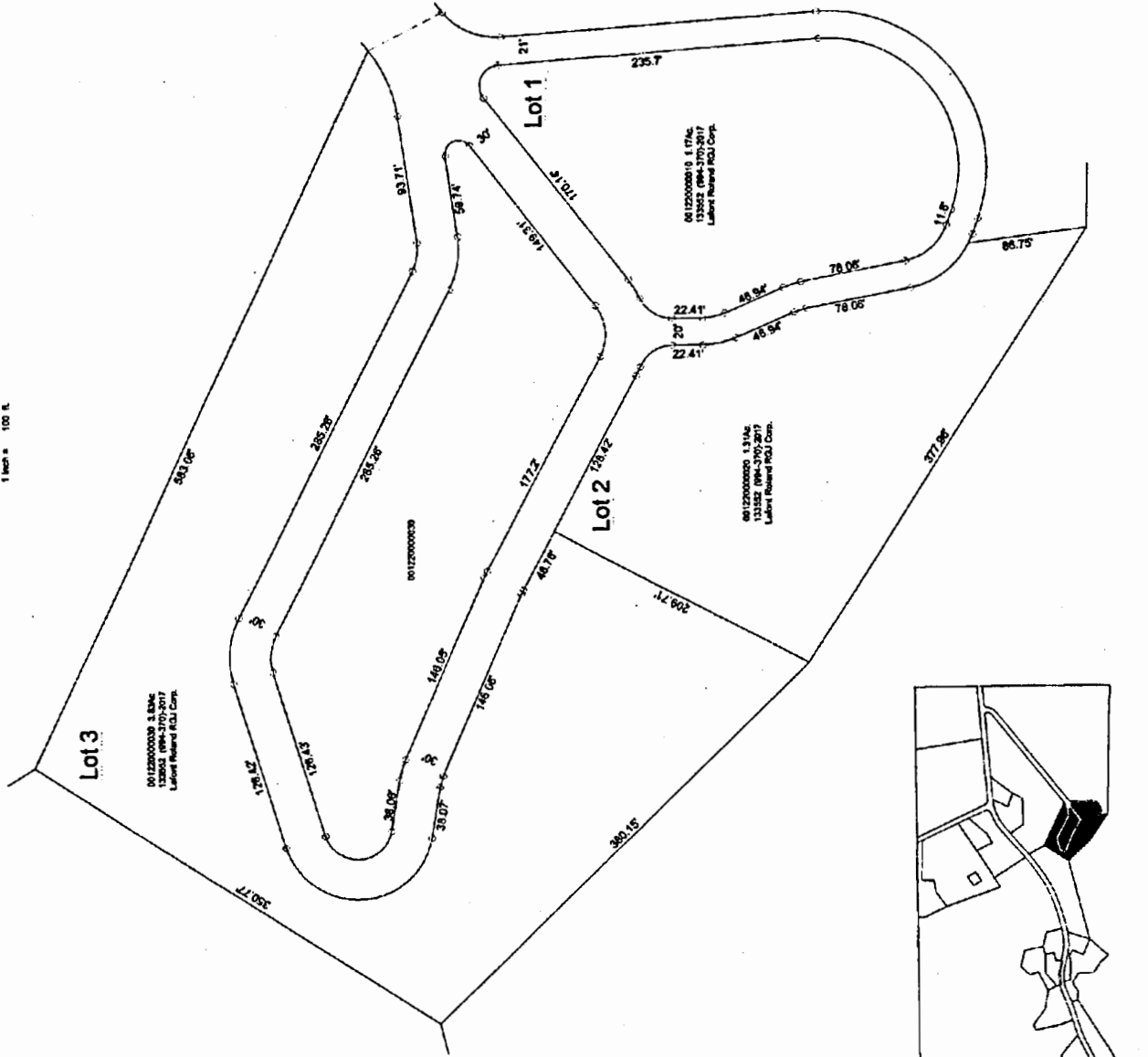
# SAN JUAN COUNTY, UTAH

## SECTION 36, T43S, R15E, SALT LAKE MERIDIAN, UTAH

### Gouldings Subdivision Lots 1, 2 and 3

Code: 122

GRAPHIC SCALE



# SAN JUAN COUNTY, UTAH

## SECTION 36, T43S, R15E, SALT LAKE MERIDIAN, UTAH

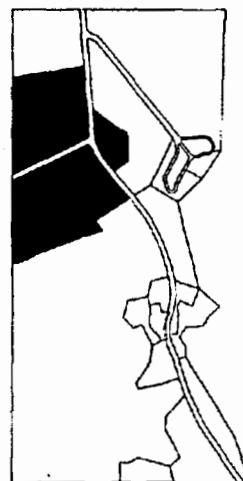
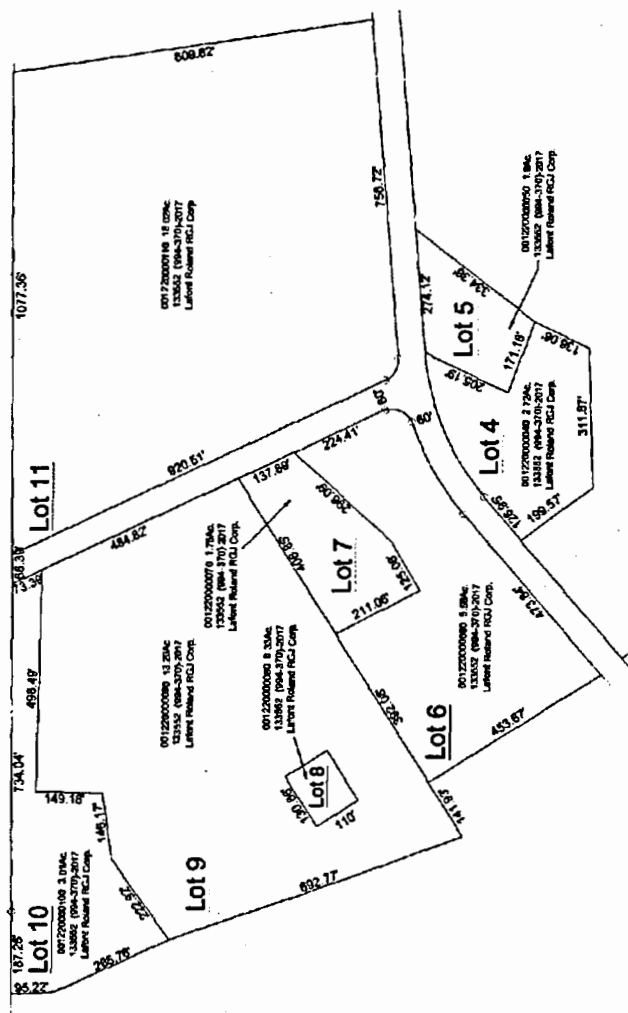
### Gouldings Subdivision Lots 4, 5, 6, 7, 8, 9, 10 and 11

Color: 122

GRAPHIC SCALE



1 inch = 200 ft.



# SAN JUAN COUNTY, UTAH

## SECTION 36, T43S, R15E, SALT LAKE MERIDIAN, UTAH

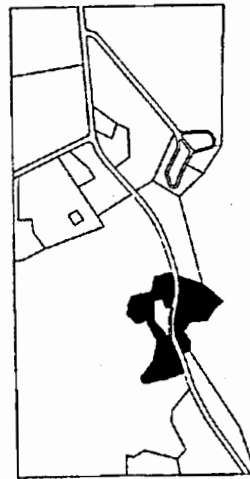
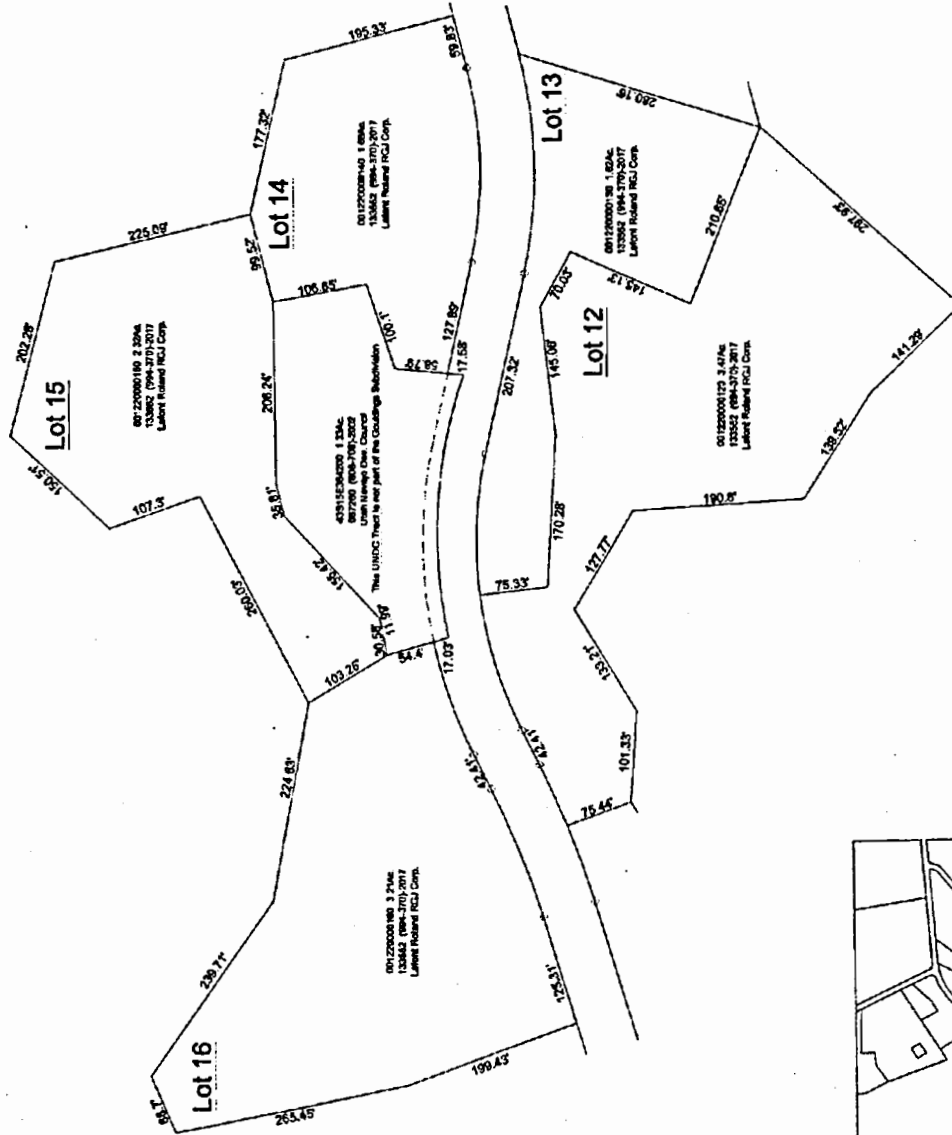
### Gouldings Subdivision Lots 12, 13, 14, 15 and 16

Code: 122

GRAPHIC SCALE



(IN FEET)  
1 inch = 100 ft.



This plat was created pursuant to the Code Annotated 1953, as amended, section 17-21-21, solely for the purposes set forth herein and is based upon information provided by recordors and is not a warranty of accuracy. San Juan County assumes no liability for errors, omissions, variations, gaps or overlaps.

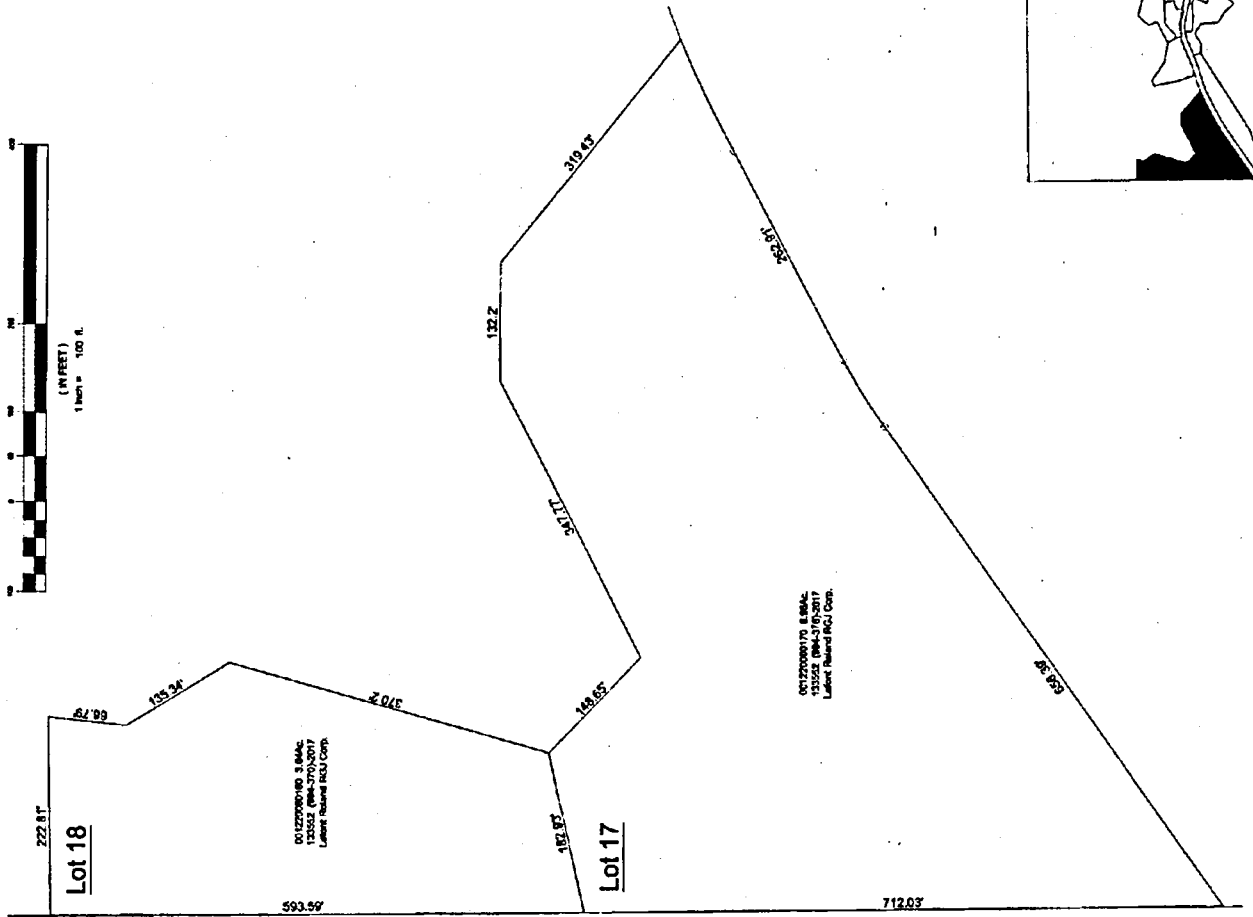
# SAN JUAN COUNTY, UTAH

## SECTION 36, T43S, R15E, SALT LAKE MERIDIAN, UTAH

### Gouldings Subdivision Lots 17 and 18

Code: 122

GRAPHIC SCALE



01/27/2009 10:30 AM  
12/15/12 (RMA-2770/2017)  
Latent Return RCU Corp.

01/27/2009 10:30 AM  
12/15/12 (RMA-2770/2017)  
Latent Return RCU Corp.

# • **Tab 8 –**

## **Survey**





Within the N<sup>1</sup>/<sub>2</sub> of Section 36, T43S, R15E, SLB&M

266.81 Acres

[illegible][illegible]

Land Table			
Land #	Land #	Land #	Land #
141	142	143	144
145	146	147	148
149	150	151	152
153	154	155	156
157	158	159	160
161	162	163	164
165	166	167	168
169	170	171	172
173	174	175	176
177	178	179	180
181	182	183	184
185	186	187	188
189	190	191	192
193	194	195	196
197	198	199	200

Crop Table			
Crop #	Crop #	Crop #	Crop #
C1	C2	C3	C4
C5	C6	C7	C8
C9	C10	C11	C12
C13	C14	C15	C16
C17	C18	C19	C20
C21	C22	C23	C24
C25	C26	C27	C28
C29	C30	C31	C32
C33	C34	C35	C36
C37	C38	C39	C40
C41	C42	C43	C44
C45	C46	C47	C48
C49	C50	C51	C52
C53	C54	C55	C56
C57	C58	C59	C60
C61	C62	C63	C64
C65	C66	C67	C68
C69	C70	C71	C72
C73	C74	C75	C76
C77	C78	C79	C80
C81	C82	C83	C84
C85	C86	C87	C88
C89	C90	C91	C92
C93	C94	C95	C96
C97	C98	C99	C100

- Economic right-of-way has
- **Feature**
- **Excluding SUC Exclusion**
- ★ **Found instrument to include**
- ◆ **Calculated service location (last mile)**
- ◆ **Not R/C L&S 7/94/209 previous survey**
- ◆ **Found geotechnical evaluation**
- ◆ **Not rebar and piers may L&S 7/94/209**

1. David D. Bates, "Midwest's Largest Newspaper," *Midwest 7500-100*, listed a business as "Midwest 7500-100, Midwest Newspaper and Lead Alloying," with the address 1323-17. Midwest Newspaper and Lead Alloying was the company name. The entry has been completed under my direction. For the property described herein as associated with section 1323-17, the published study of descriptions and encumbrances are accurate. Statements will be set as indicated herein. I also certify that the record of entry has been prepared under my direction in the regard of the records of Real Companies, and Business B.V., Inc.

1. The name of the individual donor or donors, including the address of the donor or donors, and the address of the recipient, shall be printed on the front of the check and kept visible throughout the entire process. The name of the donor or donors shall be printed on the back of the check and kept visible throughout the entire process. The name of the donor or donors shall be printed on the front of the check and kept visible throughout the entire process. The name of the donor or donors shall be printed on the back of the check and kept visible throughout the entire process.

Line Table		
Line #	Length	Direction
L60	217.20	000°11.94'W
L70	137.15	031°27.00'W
L71	221.06	037°20.1'E
L74	11.70	309°02.17'W

Curve	Length	Radius	Chord Distance	Chord Length
C79	90.17	50.00	84.979119	61.65
C80	148.37	100.00	84.979119	114.05
C81	148.37	50.00	82.976749	64.43
C82	238.17	110.00	82.976749	181.71
C83	7.46	60.00	56.647876	7.46
C84	61.65	21.00	56.647876	30.36
C85	61.65	120.00	52.971713	36.68

<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Official		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: _____ Date: _____ Time: _____ Book: _____ Page: _____ Fee: _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the 1% of Section 36, T43S, R15E, S18&M	
<b>San Juan County Commission</b> The subdivision shown presented to the San Juan County Commission this _____ Day of _____, 20____ and was accepted and approved. _____ Commissioner _____ Commissioner _____				<b>Owners Dedication</b> We, the undersigned, do hereby dedicate to the public use of the State of Utah, County of San Juan, the land shown on the attached plat, to be known as the "Gouldings Subdivision", and do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. We witness whereof I have signed at my hand this _____ Day of _____, 20____		<b>County Surveyor</b> I have reviewed this plat and find it to be correct and in accordance with information on file in this office. _____ Date _____ County Surveyor	
<b>Acknowledgment</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____ and _____ and presented to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ _____ County Notary Public _____ Residing in _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 963 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 459-9152 Date: 2-27-17 Drawn By: B.D. Bunker Scale: 1" = 200' Drawing Name: Survey Reference Number: B2754 Sheet: 1 of 7	



# **Final Plat** **Gouldings Subdivision**

Within the N½ of Section 36, T43S, R15E, SLB&M  
 Sheet 3 of 7 (Lots 4-7)

**Curve Table**

Station	Length	Radius	Chord Distance	Chord Length
1+00	10.00	100.00	10.00	10.00
1+10	10.00	100.00	10.00	10.00
1+20	10.00	100.00	10.00	10.00
1+30	10.00	100.00	10.00	10.00
1+40	10.00	100.00	10.00	10.00
1+50	10.00	100.00	10.00	10.00
1+60	10.00	100.00	10.00	10.00
1+70	10.00	100.00	10.00	10.00
1+80	10.00	100.00	10.00	10.00
1+90	10.00	100.00	10.00	10.00
2+00	10.00	100.00	10.00	10.00

**Curve Table**

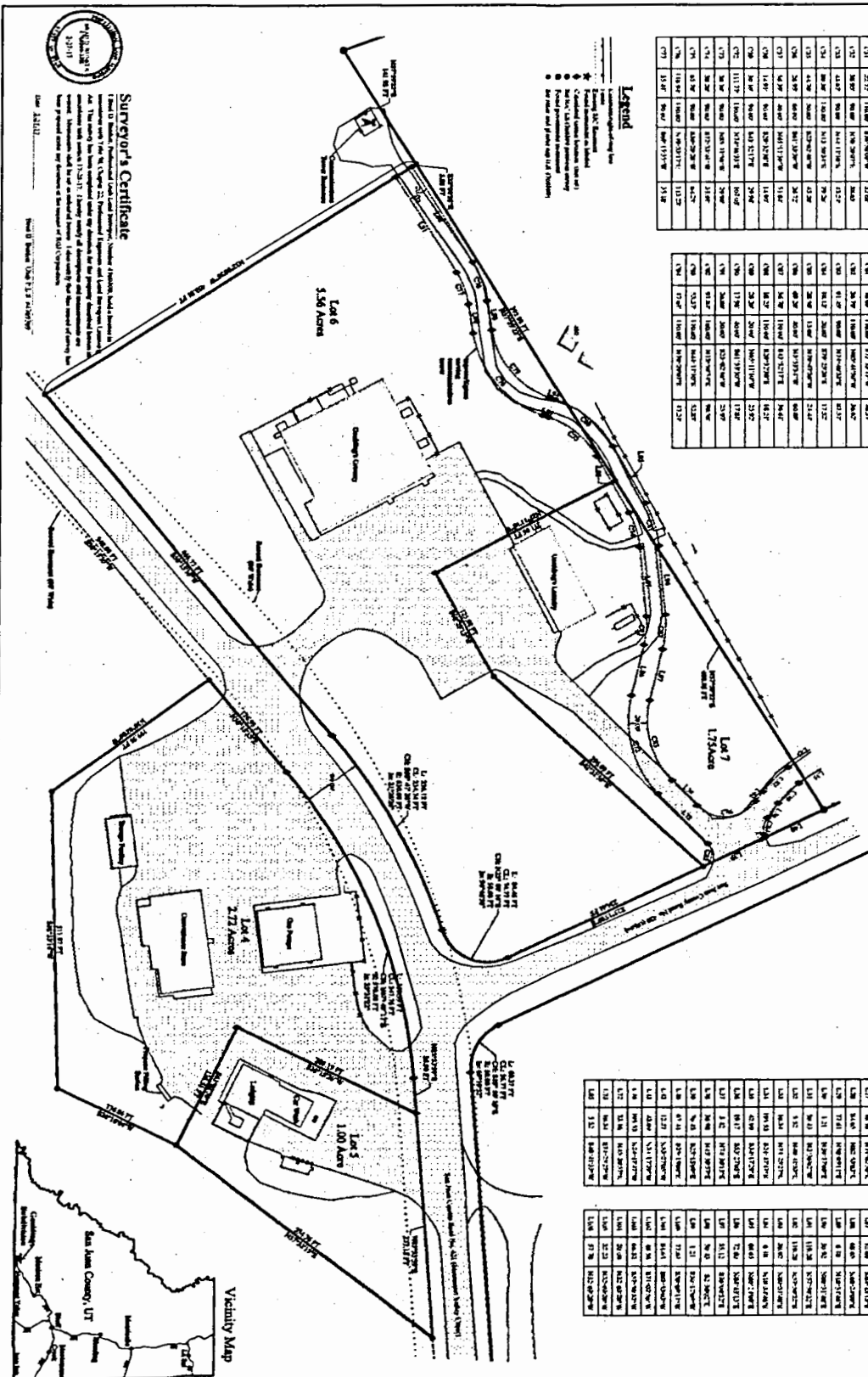
Station	Length	Radius	Chord Distance	Chord Length
2+10	10.00	100.00	10.00	10.00
2+20	10.00	100.00	10.00	10.00
2+30	10.00	100.00	10.00	10.00
2+40	10.00	100.00	10.00	10.00
2+50	10.00	100.00	10.00	10.00
2+60	10.00	100.00	10.00	10.00
2+70	10.00	100.00	10.00	10.00
2+80	10.00	100.00	10.00	10.00
2+90	10.00	100.00	10.00	10.00
3+00	10.00	100.00	10.00	10.00

**Lot Table**

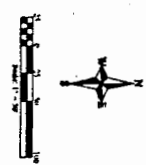
Lot	Length	Width	Area
1	100.00	100.00	10000.00
2	100.00	100.00	10000.00
3	100.00	100.00	10000.00
4	100.00	100.00	10000.00
5	100.00	100.00	10000.00
6	100.00	100.00	10000.00
7	100.00	100.00	10000.00

**Lot Table**

Lot	Length	Width	Area
8	100.00	100.00	10000.00
9	100.00	100.00	10000.00
10	100.00	100.00	10000.00
11	100.00	100.00	10000.00
12	100.00	100.00	10000.00
13	100.00	100.00	10000.00
14	100.00	100.00	10000.00



**Surveyor's Certificate**  
 I, the undersigned, being a duly licensed Surveyor of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records.



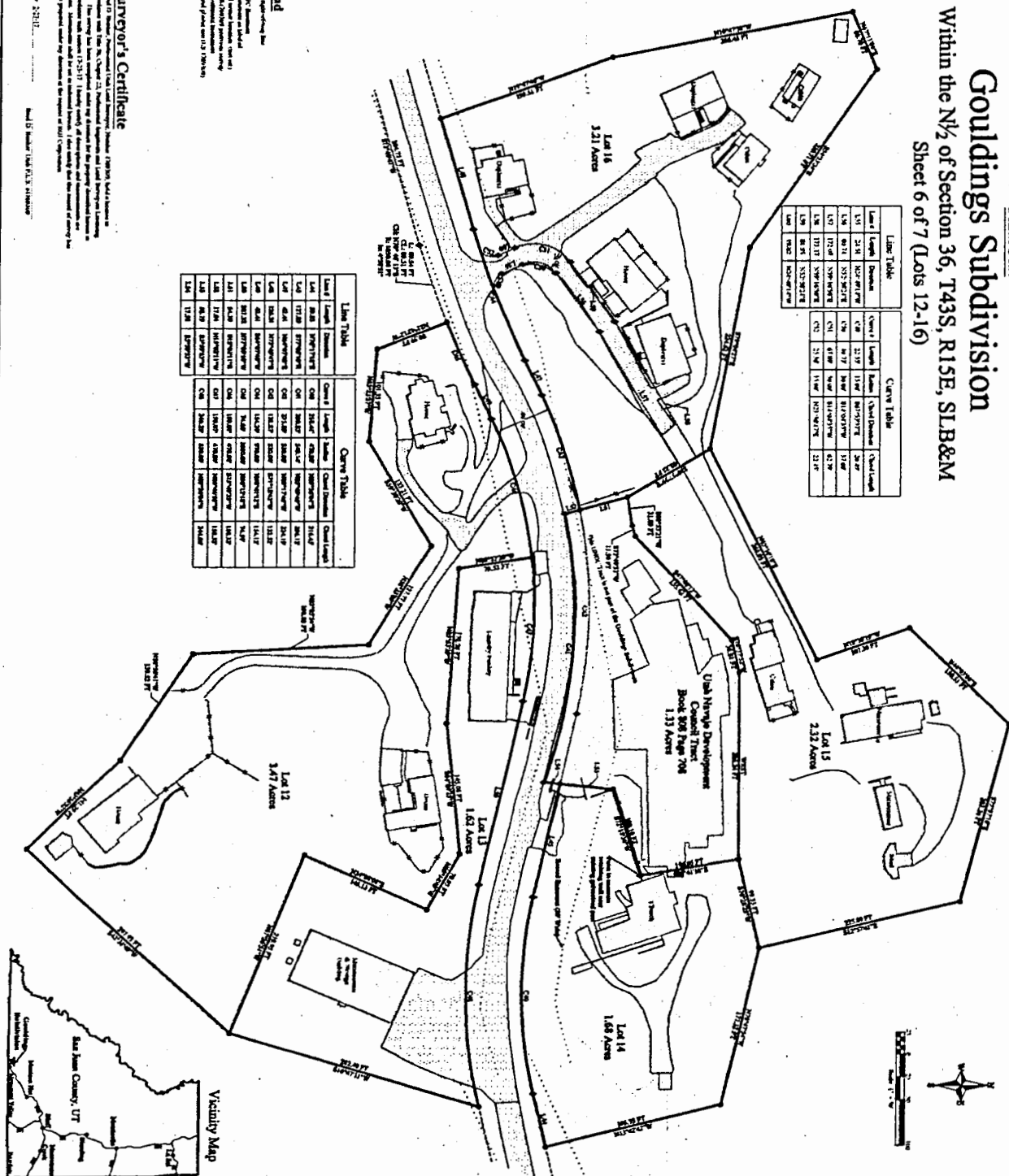
<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of Salt Lake, to-wit: _____ Filed this _____ Page _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ Commissioner		<b>Owners Declaration</b> I, the undersigned, being the owner of the above described land, do hereby declare that the same is not subject to any lien or claim of any kind, and that the same is not subject to any lien or claim of any kind, and that the same is not subject to any lien or claim of any kind. _____ Owner		<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with the information on file in this office. _____ Date _____ County Surveyor		<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ Chairman	
<b>Acknowledgment</b> State of Utah, County of Salt Lake, to-wit: _____, personally appeared before me _____, a Notary Public, and acknowledged to me that he is the owner of the above described land, and that he is the owner of the above described land, and that he is the owner of the above described land. My commission expires _____ 20____ Notary Public		<b>Bunker Engineering, LLC</b> 965 South Court Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84533 (435) 439-9152 Date: 2-27-17 Drawn By: B.D. Bunker Scale: 1" = 50' Drawing Name: Survey Reference Number: 26754 Sheet: 3 of 7					





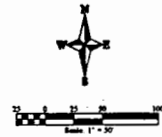
Within the N $\frac{1}{2}$  of Section 36, T43S, R15E, SLB&M  
Sheet 6 of 7 (Lots 12-16)

Lign Table			Cotton Table		
Leaf	Length	Width	Leaf	Length	Width
L1	17.28	7.97	C1	24.47	12.47
L2	17.28	7.97	C2	24.47	12.47
L3	17.28	7.97	C3	24.47	12.47
L4	17.28	7.97	C4	24.47	12.47
L5	17.28	7.97	C5	24.47	12.47
L6	17.28	7.97	C6	24.47	12.47
L7	17.28	7.97	C7	24.47	12.47
L8	17.28	7.97	C8	24.47	12.47
L9	17.28	7.97	C9	24.47	12.47
L10	17.28	7.97	C10	24.47	12.47
L11	17.28	7.97	C11	24.47	12.47
L12	17.28	7.97	C12	24.47	12.47
L13	17.28	7.97	C13	24.47	12.47
L14	17.28	7.97	C14	24.47	12.47
L15	17.28	7.97	C15	24.47	12.47
L16	17.28	7.97	C16	24.47	12.47
L17	17.28	7.97	C17	24.47	12.47
L18	17.28	7.97	C18	24.47	12.47
L19	17.28	7.97	C19	24.47	12.47
L20	17.28	7.97	C20	24.47	12.47



<b>Health Department</b> Approved this _____ Day of _____ 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____ 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date: _____ Time: _____ Book: _____ Page: _____ Year: _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the NE <sub>4</sub> of Section 36, T43S, R15E, S12E1M			
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____ 20____ and was assigned and approved. _____ Commissioner _____ Commissioner				<b>Owners Dedication</b> Know all men by these presents that (I), we, the undersigned owner(s) of the above described tract of land, having owned the same to be subdivided into lots and streets hereinafter to be known as the "Gouldings Subdivision", and do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ Day of _____ 20____				<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with information as to the lot office. _____ Date _____ County Surveyor	
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ Day of _____ 20____ personally appeared before me _____, notary public and sworn to sign the terms of satisfactory evidence to be for the purpose(s) (whose names) is (are) subscribed to this instrument, and acknowledged that they (he/she) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ _____ County _____ Notary Public _____ Residing in _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____ 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84035 P.O. Box 432, Monticello, UT 84035 (435) 439-9152 Drawn: 3-23-17 Drawn By: B.D. Bunker Scale: 1" = 50' Dearing Name: Survey Reference Number: M0754 Sheet: 6 of 7			

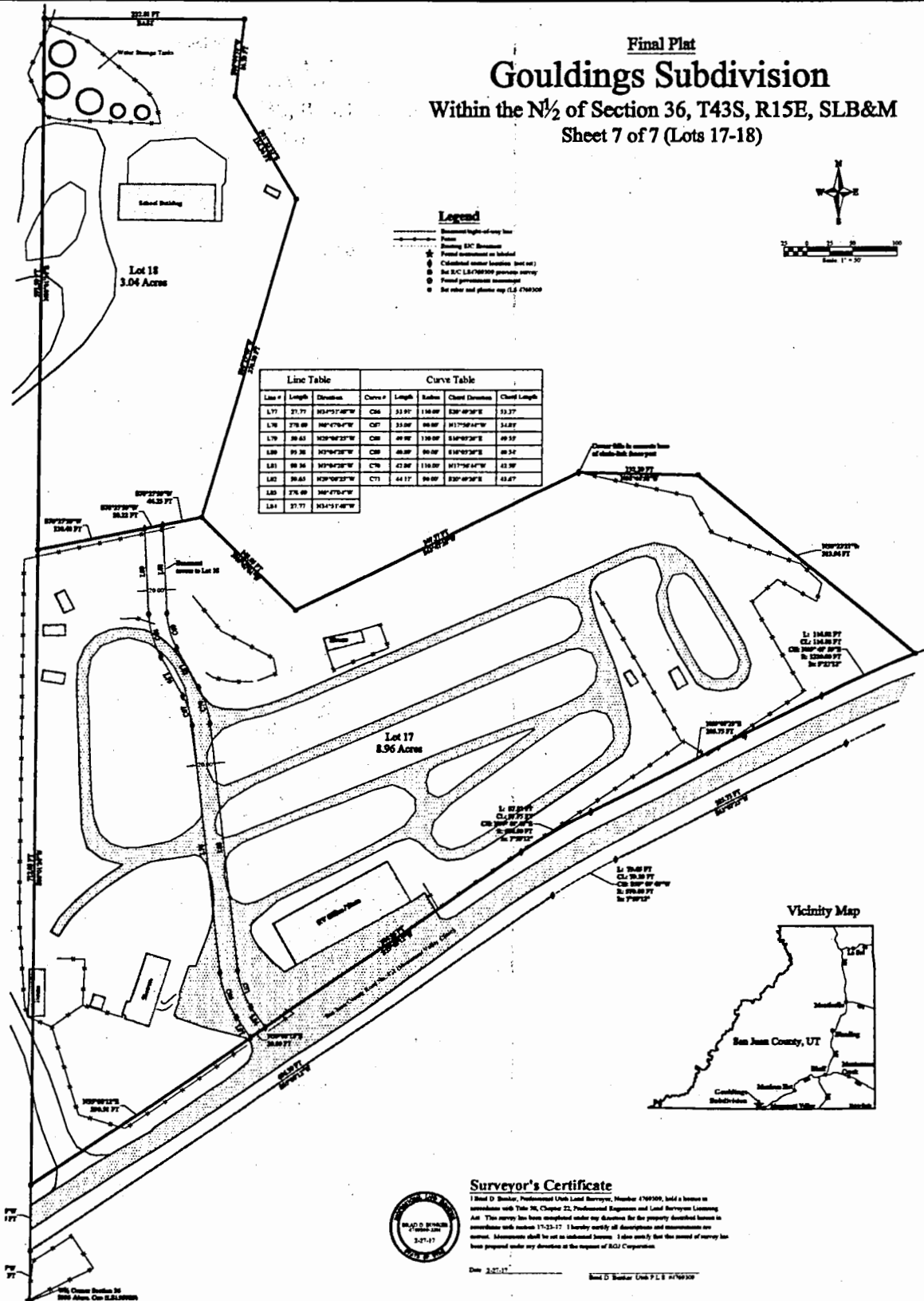
Within the N½ of Section 36, T43S, R15E, SLB&M  
Sheet 7 of 7 (Lots 17-18)



### Legend

- Document flight-of-way line
- Point
- Boundary E/C Boundary
- ★ Found monument on labeled
- ① Calculated corner location (not set)
- ② Set E/C L&S 760309 pre-wrap survey
- ③ Found premonument monument
- ④ Set rubber and plastic cap (L&S 476030)

Line Table			Curve Table				
Line #	Length	Direction	Curve #	Length	Radius	Chord Distance	Chord Length
1.71	21.77	N34°15'30"W	C66	53.91	136.49	83.494538	53.377
1.76	278.08	N61°45'30"W	C67	25.00	69.00	117.756447	24.878
1.79	39.63	N61°45'30"W	C68	49.92	136.00	83.494538	49.555
1.80	39.36	N34°15'30"W	C69	49.90	80.00	83.494538	49.542
1.81	88.34	N61°45'30"W	C70	42.98	136.00	117.756447	42.397
1.82	39.63	N61°45'30"W	C71	44.17	99.00	83.494538	43.677
1.86	278.08	N61°45'30"W					
1.84	21.77	N34°15'30"W					



### Surveyor's Certificate

I, **David D. Bunker**, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 36, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described herein in accordance with sections 17-23-17. I hereby certify all descriptions and measurements are correct. Measurements shall be set on indicated corners. I also certify that this record of survey has been prepared under my direction in the name of RQJ Corporation.

Date 2.27.12

Book D Number 1000 P.L. 86-599

<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of Salt Lake, recorded at the request of _____ Filed Date: _____ Year: _____ Book: _____ Page: _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ Commissioner				<b>Owner's Declaration</b> I, the undersigned owner(s) of the above described tract of land, hereby declare the same to be situated into lots and agree herewith to be known as the "Gouldings Subdivision" and do hereby dedicate for the proposed use of the public all parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ day of _____, 20____.		<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with information on file in this office. _____ _____ County Surveyor	
<b>Acknowledgment</b> State of Utah, County of Salt Lake, on the _____ day of _____, 20____, personally appeared before me _____, _____, and _____, known to me to be the persons whose name(s) is (are) subscribed to this instrument, and acknowledged that they executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____. _____ County Clerk				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ day of _____, 20____. _____ Chairman		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84535 P.O. Box 632, Monticello, UT 84535 (435) 659-9152	
Date: 2-27-17 Drawn By: B.D. Bunker Scale: 1" = 50' Densuring Name: Survey Reference Number: B6754 Sheet: 1 of 1							



# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO: The Honorable Jonathan Nez, President  
The Navajo Nation

FROM: Robert O. Allan  
Bidtah N. Becker, Acting Executive Director  
Division of Natural Resources

DATE: December 14, 2022

SUBJECT: **REAL ESTATE PURCHASE APPROVAL FOR PURCHASE OF GOULDINGS  
MONUMENT VALLEY LODGE, TOURS, AND ASSOCIATED ASSETS,  
MONUMENT VALLEY, SAN JUAN COUNTY, STATE OF UTAH.**

Pursuant to Section 4 of the Navajo Nation Land Acquisition Act and Section VI. D. 2. a. of the Navajo Nation Land Acquisition Rules and Regulations, the Executive Director of the Division of Natural Resources (DNR) hereby approves the purchase of Goulding's Monument Valley Lodge, Tours, and associated assets from R.G.J. Corporation, a Utah corporation, (1000 Main Street, Post Office Box 360041; Monument Valley, UT), Executive RV, Inc., a Utah corporation (1000 Main Street, Monument Valley, UT 84536), and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company (100 Rock Door Canyon Drive, 36001 Monument Valley, UT 84536), Mr. Wayland LaFont, Managing Member and Authorized Agent of the aforesaid corporations and limited liability company, consisting of 633.16 acres, more or less, of fee land and 37.49 acres, more or less, of leasehold land. The parcel is located in rural San Juan County, State of Utah, in the vicinity of the Oljato Chapter Community of the Navajo Nation.

**LEGAL LAND DESCRIPTION:** The real property is situated within all of Section 36, except for two (2) parcels, Township 43 South, Range 15 East, Salt Lake Principal Meridian, San Juan County, State of Utah, consisting of 633.16 acres, more or less, of fee land, as specifically described in the land description attached hereto and incorporated herein as Exhibit "A." The leased land parcels are located north of Section 36 on Navajo Nation trust lands.

**PROPERTY DESCRIPTION:** The Navajo Nation is purchasing real and personal property and assets of the Goulding's Monument Valley Lodge and Tours. The land is composed of 633.16 acres, more or less, of fee land and 37.49 acres, more or less, of Navajo Nation business leased land. The business assets also being purchased are described and listed as follows: 152 lodging units in the hotel, Hillside Suites, villas, canyon apartments, cabins, luxury home, fourplex guest apartments,

DIVISION OF NATURAL RESOURCES

POST OFFICE BOX 9000 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6592 · FAX: (928) 871-7040



duplex guest apartments, and station/airport support rooms (airport Hangar Apartment and 4 Studio Guestrooms). The RV Park and campgrounds included 97 units (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near future. The property is also composed of the following: the upper lodge building, the restaurant, an RV Park and campground, employee housing, two pool houses (one at the main Goulding's Lodge and the other at the campground and RV Park), three exclusive cookout areas, a gift shop, a theatre and two museum buildings (old trading post), a grocery store, a laundromat, guest laundry, hotel laundry, lobby work station, a gas service station with food and beverage outlet, grocery store bakery, a car wash, a small airport, airport hangars, a sewer lagoon; water storage tanks, water wells, employee housing and several hiking trails, as well as several improvements that support the operation ( quick-service food and beverage outlets in the grocery store and service station, a guest laundry area at the RV park, several outdoor barbecue areas, a retail area (RV park), tour service with vehicles and maintenance shops, guest showers, guest laundry, office computers, furniture, fixtures, and equipment of the various business centers, storage warehouses and associated shops, elevators, life-safety systems, parking lots, sidewalks, signage, landscaping, administrative offices, and separate guest bath rooms. The business assets also include the following: the business operations, business support facilities and personal property, good will of the business, business records and accounts, bookings or reservations, merchandise and inventory, business furniture, fixtures, and equipment; storage and supply buildings, business and sales records together with all rights, title, and interests of Seller in and to all awards, leases, all tenancies, easements, rights-of-way, licenses, permits, including any permits for water well improvements on the property, (if any), and water rights (if any), and rights-of-way appurtenant thereto, all recorded and unrecorded easements, and any and all covenants, agreements and appurtenances which attach, benefit, relate to, or are incident to the aforementioned real and personal property. Excluded from the Property are the following and their underlying real estate: the hospital facility and underlying land, which is owned by Utah Navajo Development Council, a Utah non-profit corporation.

**NAVAJO LAND DEPARTMENT EVALUATION OF PROPERTY:** Pursuant to Sections V. A. and B. and Section VI. D. 1. a. of the Navajo Nation Land Acquisition Rules and Regulations, the land must be desired for acquisition and the Navajo Land Department must recommend the purchase of the Property. On October 6, 2022, the Navajo Land Department recommended the purchase of the subject Property by written report of even date, entitled EVALUATION AND RECOMMENDATION REPORT PROPOSED PURCHASE OF GOULDING'S PROPERTY IN MONUMENT VALLEY, UTAH, prepared by: Jonathan Begay, Land Agent. NLD recommended purchase of the property and assets: "The purchase of the property will give the Navajo Nation a greater land base to meet the need for housing, community and economic development, and/or recreational use. The Navajo Nation will also gain control of an internationally known tourist destination which will serve to bring more revenue onto the Navajo Nation. For these reasons, Navajo Land Department highly recommends the purchase . . . " *Id.* at pg. 11. NLD recommends the purchase and DNR approves of this recommendation, as this acquisition confirms to the purposes of the Navajo Nation Land Acquisition Act and will benefit the Navajo Nation.

**LAND TITLE EVALUATION:** Pursuant to the requirements of Sections VI. A. and V. B. of the Navajo Nation Land Acquisition Rules and Regulations, the subject real property, personal property, and business assets have been identified with certainty and a commitment for title insurance has been issued for the Property, indicating that the Property is insurable. The title insurance binder indicates that there are no unauthorized encumbrances, no mortgages or deeds of trust encumbrances, or other issues that would create a cloud on the land title. As such, it appears that the land title is clear, marketable, and merchantable since there are no unauthorized encumbrances on the land. On September 20, 2022, the Anderson-Oliver Title Insurance Agency, Inc. (81 E. 100 S., Monticello, UT 84535) issued Title

Insurance Commitment No. 10516 for the Property. This Commitment for Title Insurance shows that the Property is vested in RGJ Corporation, Inc. and Executive RV, Inc., both Utah corporations, with the exception of the hospital tract, which is owned by Utah Navajo Development Council, a Utah non-profit corporation. Furthermore, the title insurance company has received ALTA survey plats for the Property, which show all of the tracts and parcels of land, as well as improvements that compose the Property, as well as ways of ingress to and egress from the Property. There are two (2) leased tracts of land that have been leased to Goudings Monument Valley Enterprises, L.L.C., a Utah limited liability company, by the Navajo Nation through two (2) separate business site leases. The legal land description attached to the title insurance binder has metes and bounds land descriptions for Tract A, owned by RGJ Corporation, Tract B, owned by Executive RV, Inc., and Tract C (the hospital tract), owned by Utah Navajo Development Council. Tract C is not part of this land acquisition. The land description, the personal property, improvements, survey plats, and business assets descriptions are attached hereto and incorporated herein as Exhibit "A."

On November 30, 2022, a Phase I Environmental Site Assessment Report was prepared by Tiis Ya' To'h, Inc. (Post Office Box 360, La Plata, New Mexico 87418) for the Property. There are twelve (12) Recognized Environmental Conditions (REC) that must be further investigated to determine whether or not further mitigation or removal will be required prior to closing the purchase of this Property. The RECs for the Monument Valley Hospital were not included, because the Hospital is located on Tract C, which is not part of the Property being purchased by the Navajo Nation. A list of the RECs and Executive Summary of the Report are attached hereto and incorporated herein as Exhibit "B." The RECs have been submitted to the Seller for correction or mitigation prior to close.

**PURCHASE PRICE OF PROPERTY:** Pursuant to the requirements of Section V. C. of the Navajo Nation Land Acquisition Rules and Regulations, the land purchase price must be both fair and reasonable as determined by a real estate appraisal of the entire property. On June 7, 2022, HVS Phoenix (8430 Santa Monica Blvd., Suite 200, West Hollywood, CA 90069) completed a narrative appraisal report for the Goulding's Lodge (1000 Goulding's Trading Post Road, Oljato-Monument Valley, UT), HVS Reference: 2022020365. The report concludes that the value of the value of the Property, as of March 16, 2020, is \$73,400,000. The Navajo Nation has agreed to purchase the Property for \$59,500,000. The purchase price is well within the value of the Property determined by a real estate and asset appraisal. Therefore, the purchase price of the Property complies with the requirements of the Navajo Nation Land Acquisition Rules and Regulations.

#### **DESCRIPTION OF TRANSACTION, PURCHASE FUNDS, AND CONDITIONS**

**PRESIDENT TO CLOSING:** The Navajo Nation will have to obtain the approval of both the Naa'bik'iyati' Committee of the Navajo Nation Council and the Navajo Nation Council to purchase the Property. Pursuant to §4 of the Navajo Nation Acquisition of Land Act, Naa'bik'iyati' Committee must grant final approval of any acquisition of property exceeding the value of \$20,000,000 per calendar year. Pursuant to 16 N.N.C. § 204, expenditure of the fund principal of the Land Acquisition Trust Fund, requires "... a two-thirds (2/3) vote of the full membership of the Navajo Nation Council." On December 6, 2022, the Office of the Controller reported that the Land Acquisition Trust Fund principal balance was \$195,678,158. The Controller's Office also reported that the trust fund income amount available for expenditure was \$3,839,633.75. MEMORANDUM FROM ROBERT WILLIE, ACCOUNTING MANAGER, TO DANA BARBROFF, CHIEF LEGISLATIVE COUNSEL, RE: LAND ACQUISITION TRUST FUND, DATED DECEMBER 6, 2022. The purchase price of the Property is \$59,500,000 and there is only \$3,839,633.75 available for land acquisitions in Fiscal Year 2023; therefore, the Navajo Nation Council will have to approve of the expenditure of trust fund principal to pay the purchase price for the Property,

as well as closing costs, prorations, taxes, and other expenses for acquisition of the Goulding's Lodge Property.

After the approval of the purchase of the Property and the appropriation of funds from the principal of the trust fund, the Navajo Nation and Seller will have to finalize the Real Estate and Asset Purchase Agreement. The President of the Navajo Nation and Seller will then execute the Agreement. Once this is completed, the Nation will open escrow for a period of ninety (90) days to complete all of the requirements set forth in the Agreement and close the Purchase, including addressing the RECs to the satisfaction of the Navajo Nation. The Navajo Hospitality Enterprise will then manage and operate the Property for the Navajo Nation.

DNR authorizes the realty team, which includes the Navajo Land Department, to work with DNR Principal Attorney, Robert Allan, the Office of the Controller (OOC), the Office of the President and Vice President, and the Navajo Nation Department of Justice, to complete the closing process, pursuant to the Navajo Nation Land Acquisition policies, rules, and regulations.

Exhibit "A"

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.  
Issuing Office: 81 E. 100 S., Monticello, UT 84535  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 10516  
Issuing Office File Number: 10516  
Property Address: All Sec 36 T43S, R15E, SLBM, Monument Valley, UT 84536  
Revision Number: 1

1. Commitment Date: September 20, 2022 at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

RGJ Corporation, a Utah corporation: TRACT A and TRACT B EXCEPT Lots 8 and 9 in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Executive RV, Inc., a Utah corporation: The part of TRACT B which is Lots 8 and 9, GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Utah Navajo Development Council, a Utah non-profit corporation: TRACT C

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 4



A-1

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

San Juan County, State of Utah:

**TRACT A:**

Township 43 South, Range 15 East, SLM,  
Section 36: ALL

LESS TRACT B and TRACT C

Parcel No for the included tract 43S15E360000

EXCEPTING from the included tract all coal and other minerals

**TRACT B:**

All Land in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Parcel Nos: 001220000000, 001220000010, 001220000020, 001220000030, 001220000040, 001220000050, 001220000060, 001220000070, 001220000080, 001220000090, 001220000100, 001220000110, 001220000120, 001220000130, 001220000140, 001220000150, 001220000160, 001220000170, 001220000180

EXCEPTING all coal and other minerals

**TRACT C:**

Beginning on the North side of a paved road at a point which bears South 1721.42 feet and East 1587.81 feet from the Northwest corner of Section 36, Township 43 South, Range 15 East, SLB&M; and running thence North 15°02'11" West a distance of 71.43 feet to a corner; thence North 80°53'21" East 31.89 feet to a corner; thence North 73°49'53" East 11.99 feet to a corner; thence North 47°48'12" East 155.42 feet to a corner; thence North 76°37'52" East 35.81 feet to a corner; thence East 206.24 feet to a corner; thence South 9°41'38" East 106.65 feet to a corner; thence South 72°15'36" West 100.10 feet to a corner; thence South 5°59'53" West 76.37 feet to a corner on the North side of a paved road; thence Westerly along the North side of the aforesaid approximately 302.00 feet to the point of beginning.

Parcel No. 43S15E364200

EXCEPTING all coal and other minerals

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 3 of 4



A-2



Exhibit "A"

The property features 152 lodging units in the hotel, villas, canyon apartments, and gas station/airport area. The RV park and campgrounds included 97 units at the time of inspection (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near term.

As illustrated in the following image, the subject property encompasses several businesses and offerings that make up a self-contained resort and supporting community area, measuring approximately 670 acres.



The property was purchased by current ownership in 1981, at which time all that existed were the upper lodge building (J), the restaurant (K), and the museum buildings (M); both K and M were utilized for different purposes at the time, with M being the original trading post. Property ownership has since constructed the remainder of the property over time in order to create a tourism destination. The subject property currently features several lodging types; an RV park and campground (R); two pool houses, one at the main Goulding's Lodge area (J) and one at the RV park and campground; a restaurant (K); three exclusive cookout areas; a gift shop (L); a theatre and two museum buildings (M); a grocery store (B); a laundromat (C); a gas station (E); a car wash area that also features guestrooms for tour drivers (D); a small airport (G); a hangar and pilot's apartment (F); a sewer lagoon (H); employee housing; and several hiking trails, as well as several improvements that support the operation.

Furthermore, a hospital (N) and an abandoned school and church are excluded from our analysis given their current ownership structure and/or lack of contribution. We note that the villas were reportedly completed in 2018, and a luxury home at the RV park was almost completed at the time of our inspection; however, we were not provided with detailed, comprehensive, historical capital expenditures. It is important to note that the inefficient, sprawling layout of the property, as well as the inconsistent guestroom product, result in functional obsolescence.

A-013



Exhibit "A"

# 1. Summary of Salient Data and Conclusions

Property:  
Location:

Goulding's Lodge  
1000 Main Street  
Monument Valley, Utah 84536  
San Juan County  
Combined Fee Simple and Leasehold  
Full-service and self-contained resort

Interest Appraised:  
Highest and Best Use (as improved):

## LAND DESCRIPTION

Area:  
Assessor's Parcel Numbers:

670.65 acres, or 29,213,514 square feet

### Parcel ("PIN")

170964  
170958  
170957  
170959  
170960  
1220000090  
1220000080  
170955  
170956  
170954  
170967  
170966  
170965  
170968  
170969  
170970  
170971  
170953  
43S15E360000  
43S15E325400

## IMPROVEMENTS DESCRIPTION

Year Opened:  
Property Type:  
Number of Stories:  
Food and Beverage Facilities:

1954  
Full-service and self-contained resort  
One and two  
One restaurant, three exclusive cookout locations, and  
quick-service food and beverage outlets in the grocery  
store and service station  
A guest laundry area at the RV park, several outdoor  
barbecue areas, a retail area (RV park), two indoor  
swimming pools, a lobby workstation, a grocery store, a  
laundromat, a gift shop, a gas service station, a museum,  
and an airport

Additional Facilities:

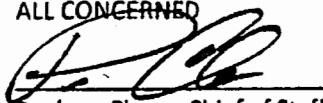
# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO : ALL CONCERNED

FROM :   
Paulson Chaco, Chief of Staff  
OFFICE OF THE PRESIDENT AND VICE PRESIDENT  
THE NAVAJO NATION

DATE : August 25, 2022

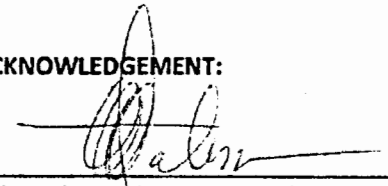
SUBJECT : DELEGATION OF AUTHORITY – DNR DIVISION DIRECTOR

Please be informed effective Monday, August 29, 2022, at 8:00 a.m. and ending Friday, September 02, 2022, at 5:00 p.m. Mr. Mike Halona, Manager, Land Department, will be delegated as the Division Director for the Division of Natural Resources.

The delegation will cover day-to-day operations and shall be responsible for the administration and management of the Division of Natural Resources and supervising all personnel, which includes ensuring compliance with all applicable Navajo Nation laws and policies. You will report to the Chief of Staff under the Office of the President and Vice President throughout your delegation. This delegation supersedes any previous delegations.

Thank you in advance for your cooperation. If you have any questions, I can be reached by email at [paulsonchaco@navajo-nsn.gov](mailto:paulsonchaco@navajo-nsn.gov).

### ACKNOWLEDGEMENT:

  
Mike Halona, Manager – Land Department  
Division of Natural Resources

cc: DISTRIBUTION

A-5





**Gouldings Subdivision**

Line Table		
Line#	Length	Description
L10	30.00	REPAIRING
L11	10.00	REPAIRING
L12	40.00	REPAIRING
L13	17.50	REPAIRING
L14	10.00	REPAIRING
L15	30.00	REPAIRING
L16	30.00	REPAIRING
L17	30.00	REPAIRING
L18	10.00	REPAIRING
L19	10.00	REPAIRING
L20	30.00	REPAIRING

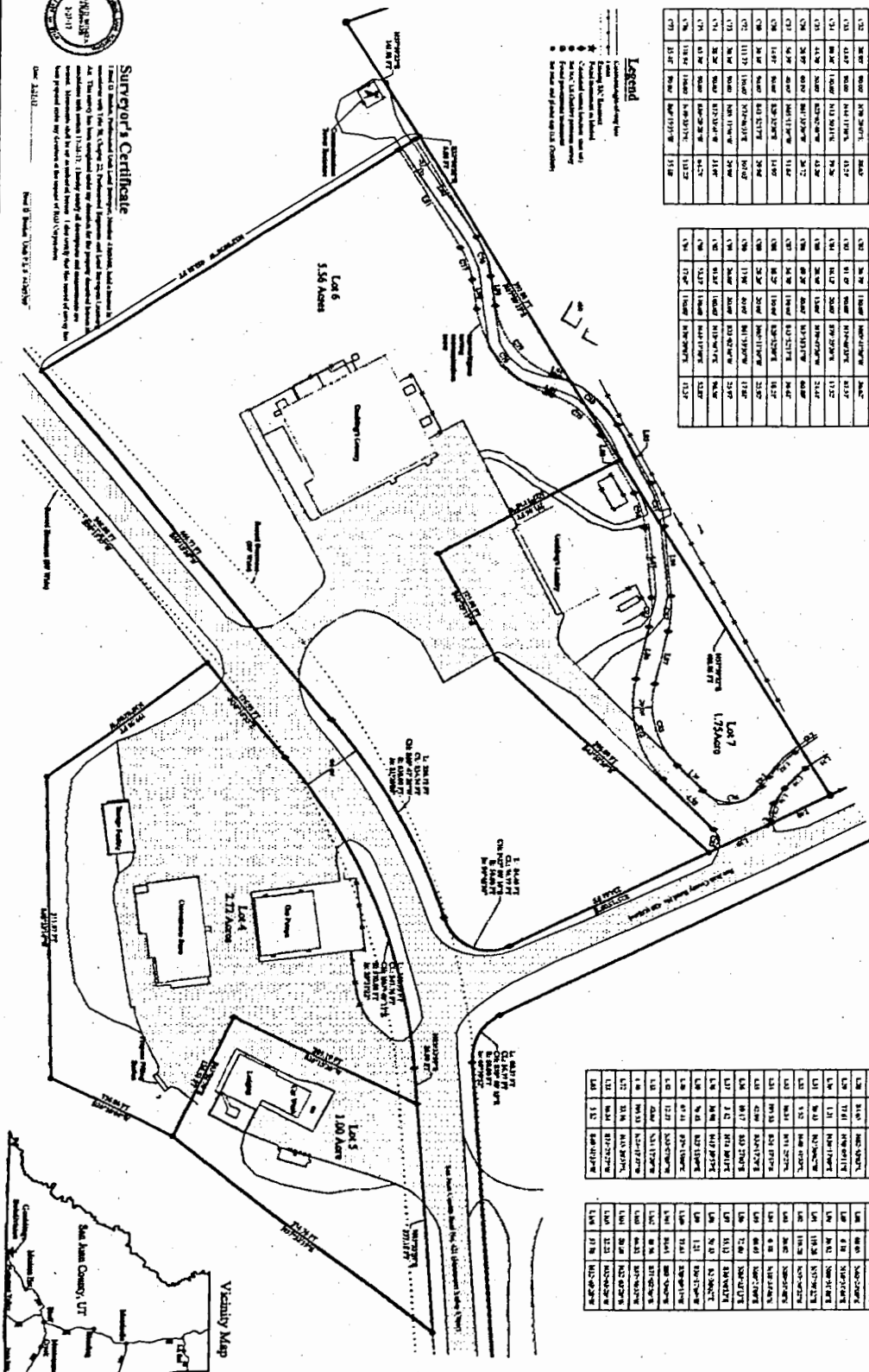
Course	Length	Bank	Curve Radius	Dist Along
C1	64.00	8.00	1800.00	4.00
C2	64.00	8.00	1800.00	8.00
C3	1.00	2.00	1800.00	1.00
C4	1.00	8.00	1800.00	1.00
C5	64.00	8.00	1800.00	5.00
C6	64.00	2.00	1800.00	4.00
C7	2.00	2.00	1800.00	1.00
C8	2.00	8.00	1800.00	1.00
C9	1.00	2.00	1800.00	1.00
C10	1.00	8.00	1800.00	1.00
C11	1.00	2.00	1800.00	1.00
C12	1.00	8.00	1800.00	1.00
C13	1.00	2.00	1800.00	1.00
C14	1.00	8.00	1800.00	1.00
C15	1.00	2.00	1800.00	1.00
C16	1.00	8.00	1800.00	1.00
C17	1.00	2.00	1800.00	1.00
C18	1.00	8.00	1800.00	1.00
C19	1.00	2.00	1800.00	1.00
C20	1.00	8.00	1800.00	1.00
C21	1.00	2.00	1800.00	1.00
C22	1.00	8.00	1800.00	1.00
C23	1.00	2.00	1800.00	1.00
C24	1.00	8.00	1800.00	1.00
C25	1.00	2.00	1800.00	1.00
C26	1.00	8.00	1800.00	1.00
C27	1.00	2.00	1800.00	1.00
C28	1.00	8.00	1800.00	1.00
C29	1.00	2.00	1800.00	1.00
C30	1.00	8.00	1800.00	1.00
C31	1.00	2.00	1800.00	1.00
C32	1.00	8.00	1800.00	1.00
C33	1.00	2.00	1800.00	1.00
C34	1.00	8.00	1800.00	1.00
C35	1.00	2.00	1800.00	1.00
C36	1.00	8.00	1800.00	1.00
C37	1.00	2.00	1800.00	1.00
C38	1.00	8.00	1800.00	1.00
C39	1.00	2.00	1800.00	1.00
C40	1.00	8.00	1800.00	1.00
C41	1.00	2.00	1800.00	1.00
C42	1.00	8.00	1800.00	1.00
C43	1.00	2.00	1800.00	1.00
C44	1.00	8.00	1800.00	1.00
C45	1.00	2.00	1800.00	1.00
C46	1.00	8.00	1800.00	1.00
C47	1.00	2.00	1800.00	1.00
C48	1.00	8.00	1800.00	1.00
C49	1.00	2.00	1800.00	1.00
C50	1.00	8.00	1800.00	1.00
C51	1.00	2.00	1800.00	1.00
C52	1.00	8.00	1800.00	1.00
C53	1.00	2.00	1800.00	1.00
C54	1.00	8.00	1800.00	1.00
C55	1.00	2.00	1800.00	1.00
C56	1.00	8.00	1800.00	1.00
C57	1.00	2.00	1800.00	1.00
C58	1.00	8.00	1800.00	1.00
C59	1.00	2.00	1800.00	1.00
C60	1.00	8.00	1800.00	1.00
C61	1.00	2.00	1800.00	1.00
C62	1.00	8.00	1800.00	1.00
C63	1.00	2.00	1800.00	1.00
C64	1.00	8.00	1800.00	1.00
C65	1.00	2.00	1800.00	1.00
C66	1.00	8.00	1800.00	1.00
C67	1.00	2.00	1800.00	1.00
C68	1.00	8.00	1800.00	1.00
C69	1.00	2.00	1800.00	1.00
C70	1.00	8.00	1800.00	1.00



overwritten with "This copy, signed 4/20/94, is a review in accordance with Title 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under the authority for the property described herein as evidenced with meeting 17-2-12. I survey directly for the property and am not an agent, claimant, and I am not an individual licensee. I also certify that the intent of survey has been prepared under my direction at the request of B&O Corporation."

<b>Health Department</b> Approved this _____ Day of _____, 20____  Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____  Attorney		<b>County Recorder</b> State of Utah, County of Salt Lake, recorded at the request of _____ File# State _____ Title _____ Book _____ Page _____ Fee _____  County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R1SE, SLB&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____ and was accepted and approved.  Commissioner _____ Commissioner _____				<b>Owners Declaration</b> I, the undersigned owner(s) of the above described tract of land, hereby certify that the same is subdivided into lots and streets hereafter to be known as the "Gouldings Subdivision," and do hereby dedicate for permanent use of the public all parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ day of _____, 20____		<b>County Surveyor</b> I have examined this plat and find it to conform and harmonize with information on file in this office.  Date _____ County Surveyor _____	
<b>Acknowledgment</b> State of Utah, County of Salt Lake, on the _____ Day of _____, 20____ personally appeared before me _____ and _____ and were by me duly sworn to as the heirs or assignors of the above described premises in the San Juan County Planning Commission this _____ day of _____, 20____ and acknowledged that they (they) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ County _____ Notary Public _____ Residing in _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ day of _____, 20____ Chairman _____		<b>Bunker Engineering, LLC</b> 963 South Court Road, Mendocino, UT 84735 P.O. Box 632, Mendocino, UT 84735 (801) 458-9132 Date: 3-27-17 Drawn By: B.D. Shuler Scale: 1" = 50' Drawing Number: Survey Reference Number: SRT254 Sheet: 1 of 7	

Curve #	Length	Start Elevation	Chain Length
1	11.27	1060.1179	11.66
2	11.27	1060.1179	11.66
3	11.27	1060.1179	11.66
4	11.27	1060.1179	11.66
5	11.27	1060.1179	11.66
6	11.27	1060.1179	11.66
7	11.27	1060.1179	11.66
8	11.27	1060.1179	11.66
9	11.27	1060.1179	11.66
10	11.27	1060.1179	11.66
11	11.27	1060.1179	11.66
12	11.27	1060.1179	11.66
13	11.27	1060.1179	11.66
14	11.27	1060.1179	11.66
15	11.27	1060.1179	11.66
16	11.27	1060.1179	11.66
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22	11.27	1060.1179	11.66
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25	11.27	1060.1179	11.66
26	11.27	1060.1179	11.66
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28	11.27	1060.1179	11.66
29	11.27	1060.1179	11.66
30	11.27	1060.1179	11.66
31	11.27	1060.1179	11.66
32	11.27	1060.1179	11.66
33	11.27	1060.1179	11.66
34	11.27	1060.1179	11.66
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67	11.27	1060.1179	11.66
68	11.27	1060.1179	11.66
69	11.27	1060.1179	11.66
70	11.27	1060.1179	11.66
71	11.27	1060.1179	11.66
72	11.27	1060.1179	11.66
73	11.27	1060.1179	11.66
74	11.27	1060.1179	11.66
75	11.27	1060.1179	11.66
76	11.27	1060.1179	11.66
77	11.27	1060.1179	11.66
78	11.27	1060.1179	11.66
79	11.27	1060.1179	11.66
80	11.27	1060.1179	11.66
81	11.27	1060.1179	11.66
82	11.27	1060.1179	11.66
83	11.27	1060.1179	11.66
84	11.27	1060.1179	11.66
85	11.27	1060.1179	11.66
86	11.27	1060.1179	11.66
87	11.27	1060.1179	11.66
88	11.27	1060.1179	11.66
89	11.27	1060.1179	11.66
90	11.27	1060.1179	11.66
91	11.27	1060.1179	11.66
92	11.27	1060.1179	11.66
93	11.27	1060.1179	11.66
94	11.27	1060.1179	11.66
95	11.27	1060.1179	11.66
96	11.27	1060.1179	11.66
97	11.27	1060.1179	11.66
98	11.27	1060.1179	11.66
99	11.27	1060.1179	11.66
100	11.27	1060.1179	11.66

[illegible][illegible]

## Surveyor's Certificate

scale.  
 program, number of students, total amount in  
 department, department and local program, and  
 by department for the program described below in  
 by study of department and assessment are  
 of income (the utility for the record of survey  
 program of RUSA Corporation

<b>Health Department</b>	<b>Approval as to Form</b>	<b>County Recorder</b>	<b>(Final Plat)</b> <b>Gouldings Subdivision</b> Within the NE <sup>1</sup> / <sub>4</sub> of Section 36, T.4S, R.1E, S.18&M
Approved this _____ Day of _____, 20____ _____ Health Officer	Approved this _____ Day of _____, 20____ _____ Attorney	State of Utah, County of San Juan, recorded at the request of _____ Plat Book _____ Page _____ Year _____ _____ County Recorder	
<b>San Juan County Commission</b> The subdivision hereon was presented to the San Juan County Commission this _____ day of _____, 20____ and was accepted and approved. Commissioner _____ Commissioner _____	<b>Owners Declaration</b> I swear all land by these presents that (I) or, the undersigned owner(s) of the above described tract of land, having caused this plat to be subdivided into lots and streets hereafter to be known as the "Gouldings Subdivision," and do hereby declare that the proposed use of the public all parcels of land shown on this plat so intended the public use. In witness whereof I have hereunto set my hand this _____ Day of _____, 20____	By: Richard L. Loftis, SRM Corporation By: Wayne L. Loftis, Executive RV, Inc.	<b>County Surveyor</b> I have reviewed this plat and find it to be correct and in accordance with information on file in this office. _____ County Surveyor
<b>Acknowledgment</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____ and _____ and were to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) indicated in this instrument, and acknowledged that they voluntarily executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ Notary Public _____ Residing in _____	<b>San Juan County Planning Commission</b> Agreed by the San Juan County Planning Commission this _____ Day of _____, 20____	<b>Bunker Engineering, LLC</b> 965 South Court Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 439-9152 Date: 2-27-17 Drawn By: B.J. Boswell Scale: 1" = 50' Darning Name: Survey Reference Number: BE754 Sheet: 3 of 7	

List Table		
List #	Length	Description
L-00	33.12	3000' x 10' x 10'
L-07	72.00	3000' x 10' x 10'
L-08	60.00	3000' x 10' x 10'
L-09	60.00	3000' x 10' x 10'
L-10	60.00	3000' x 10' x 10'
L-11	60.00	3000' x 10' x 10'
L-12	60.00	3000' x 10' x 10'
L-13	60.00	3000' x 10' x 10'
L-14	60.00	3000' x 10' x 10'
L-15	60.00	3000' x 10' x 10'
L-16	60.00	3000' x 10' x 10'
L-17	60.00	3000' x 10' x 10'
L-18	60.00	3000' x 10' x 10'
L-19	60.00	3000' x 10' x 10'
L-20	60.00	3000' x 10' x 10'
L-21	60.00	3000' x 10' x 10'
L-22	60.00	3000' x 10' x 10'
L-23	60.00	3000' x 10' x 10'
L-24	60.00	3000' x 10' x 10'
L-25	60.00	3000' x 10' x 10'
L-26	60.00	3000' x 10' x 10'
L-27	60.00	3000' x 10' x 10'
L-28	60.00	3000' x 10' x 10'
L-29	60.00	3000' x 10' x 10'
L-30	60.00	3000' x 10' x 10'
L-31	60.00	3000' x 10' x 10'
L-32	60.00	3000' x 10' x 10'
L-33	60.00	3000' x 10' x 10'
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L-35	60.00	3000' x 10' x 10'
L-36	60.00	3000' x 10' x 10'
L-37	60.00	3000' x 10' x 10'
L-38	60.00	3000' x 10' x 10'
L-39	60.00	3000' x 10' x 10'
L-40	60.00	3000' x 10' x 10'
L-41	60.00	3000' x 10' x 10'
L-42	60.00	3000' x 10' x 10'
L-43	60.00	3000' x 10' x 10'
L-44	60.00	3000' x 10' x 10'
L-45	60.00	3000' x 10' x 10'
L-46	60.00	3000' x 10' x 10'
L-47	60.00	3000' x 10' x 10'
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L-53	60.00	3000' x 10' x 10'
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L-55	60.00	3000' x 10' x 10'
L-56	60.00	3000' x 10' x 10'
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L-59	60.00	3000' x 10' x 10'
L-60	60.00	3000' x 10' x 10'
L-61	60.00	3000' x 10' x 10'
L-62	60.00	3000' x 10' x 10'
L-63	60.00	3000' x 10' x 10'
L-64	60.00	3000' x 10' x 10'
L-65	60.00	3000' x 10' x 10'
L-66	60.00	3000' x 10' x 10'
L-67	60.00	3000' x 10' x 10'
L-68	60.00	3000' x 10' x 10'
L-69	60.00	3000' x 10' x 10'
L-70	60.00	3000' x 10' x 10'
L-71	60.00	3000' x 10' x 10'
L-72	60.00	3000' x 10' x 10'
L-73	60.00	3000' x 10' x 10'
L-74	60.00	3000' x 10' x 10'
L-75	60.00	3000' x 10' x 10'
L-76	60.00	3000' x 10' x 10'
L-77	60.00	3000' x 10' x 10'
L-78	60.00	3000' x 10' x 10'
L-79	60.00	3000' x 10' x 10'
L-80	60.00	3000' x 10' x 10'
L-81	60.00	3000' x 10' x 10'
L-82	60.00	3000' x 10' x 10'
L-83	60.00	3000' x 10' x 10'
L-84	60.00	3000' x 10' x 10'
L-85	60.00	3000' x 10' x 10'
L-86	60.00	3000' x 10' x 10'
L-87	60.00	3000' x 10' x 10'
L-88	60.00	3000' x 10' x 10'
L-89	60.00	3000' x 10' x 10'
L-90	60.00	3000' x 10' x 10'
L-91	60.00	3000' x 10' x 10'</

**Legend**

..... Remittance of any item

\_\_\_\_\_ Payee

\_\_\_\_\_ Self-Debit

..... \* ..... \* ..... \*

★ Ending EC Statement

\_\_\_\_\_ Fund statement as listed

① Charitable sector business (not all)

② For EC LIA/0000 persons array

③ Fund government institution

④ For other and please say LIA/70000

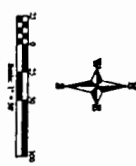


## **Surveyor's Certificate**

I, **Bud D. Butler**, President **Utah Land Surveyors**, (Member 7290 JPA), hold a license as such under the Public Chapter 22, Professional Engineers and Land Surveyors Law. This survey has been completed under my direction for the purpose described hereunder with section 15-23-12. (boundary study of easements and encroachments) and I hereby certify that it is in substantial harmony with the original plat record. Measurements shall be set or indicated herein, if any, only after the owner has appeared under my direction at the request of BDL Corporation.

Date: 5-27-87

Clay Table			
Core #	Length	Clay Thickness	Clay Length
C19	16.45	100.00	160.72
C20	14.40	100.00	144.00
C21	14.40	100.00	144.00
C22	13.77	100.00	137.70
C23	14.40	100.00	144.00
C24	14.40	100.00	144.00
C25	14.40	100.00	144.00
C26	14.40	100.00	144.00
C27	14.40	100.00	144.00
C28	14.40	100.00	144.00
C29	14.40	100.00	144.00
C30	14.40	100.00	144.00
C31	14.40	100.00	144.00
C32	14.40	100.00	144.00
C33	14.40	100.00	144.00
C34	14.40	100.00	144.00
C35	14.40	100.00	144.00
C36	14.40	100.00	144.00
C37	14.40	100.00	144.00
C38	14.40	100.00	144.00
C39	14.40	100.00	144.00
C40	14.40	100.00	144.00
C41	14.40	100.00	144.00
C42	14.40	100.00	144.00
C43	14.40	100.00	144.00
C44	14.40	100.00	144.00
C45	14.40	100.00	144.00
C46	14.40	100.00	144.00
C47	14.40	100.00	144.00
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C57	14.40	100.00	144.00
C58	14.40	100.00	144.00
C59	14.40	100.00	144.00
C60	14.40	100.00	144.00
C61	14.40	100.00	144.00
C62	14.40	100.00	144.00
C63	14.40	100.00	144.00
C64	14.40	100.00	144.00
C65	14.40	100.00	144.00
C66	14.40	100.00	144.00
C67	14.40	100.00	144.00
C68	14.40	100.00	144.00
C69	14.40	100.00	144.00
C70	14.40	100.00	144.00
C71	14.40	100.00	144.00
C72	14.40	100.00	144.00
C73	14.40	100.00	144.00
C74	14.40	100.00	144.00
C75	14.40	100.00	144.00
C76	14.40	100.00	144.00
C77	14.40	100.00	144.00
C78	14.40	100.00	144.00
C79	14.40	100.00	144.00
C80	14.40	100.00	144.00
C81	14.40	100.00	144.00
C82	14.40	100.00	144.00
C83	14.40	100.00	144.00
C84	14.40	100.00	144.00
C85	14.40	100.00	144.00
C86	14.40	100.00	144.00
C87	14.40	100.00	144.00
C88	14.40	100.00	144.00
C89	14.40	100.00	144.00
C90	14.40	100.00	144.00
C91	14.40	100.00	144.00
C92	14.40	100.00	144.00
C93	14.40	100.00	144.00
C94	14.40	100.00	144.00
C95	14.40	100.00	144.00
C96	14.40	100.00	144.00
C97	14.40	100.00	144.00
C98	14.40	100.00	144.00
C99	14.40	100.00	144.00
C100	14.40	100.00	144.00

[illegible]

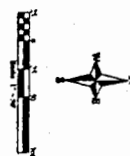
**Gouldings Subdivision**  
**Final Plat**  
Within the N½ of Section 36,  
T43S, R15E, SLB&M  
Sheet 4 of 7 (Lots 8-10)

<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date _____ Time _____ Book _____ Page _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SL&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ Commissioner _____ Commissioner				<b>Owners Dedication</b> I, the undersigned owner(s) of the above described tract of land, hereby donate the same to said county together with the easements to the "Gouldings Subdivision", and do hereby dedicate for permanent use of the public all portions of said tracts on this plat or intended for public use. In witness whereof I have hereunto set my hand this _____ Day of _____, 20____		<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with information so given to this office. _____ _____ County Surveyor	
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____, a _____, and being proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that they (he/she) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ _____ County _____ Notary Public				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84705 P.O. Box 432, Monticello, UT 84733 (435) 439-9152 Date: 3-27-17   Drawn By: J.D. Bunker   Scale: 1" = 30' Drawing Name: Survey Balance Number: M2754   Sheet: 4 of 7	

[illegible]

## Gouldings Subdivision

Within the N $\frac{1}{2}$  of Section 36, T43S, R15E, SLB&M  
Sheet 5 of 7 (Lot 11)

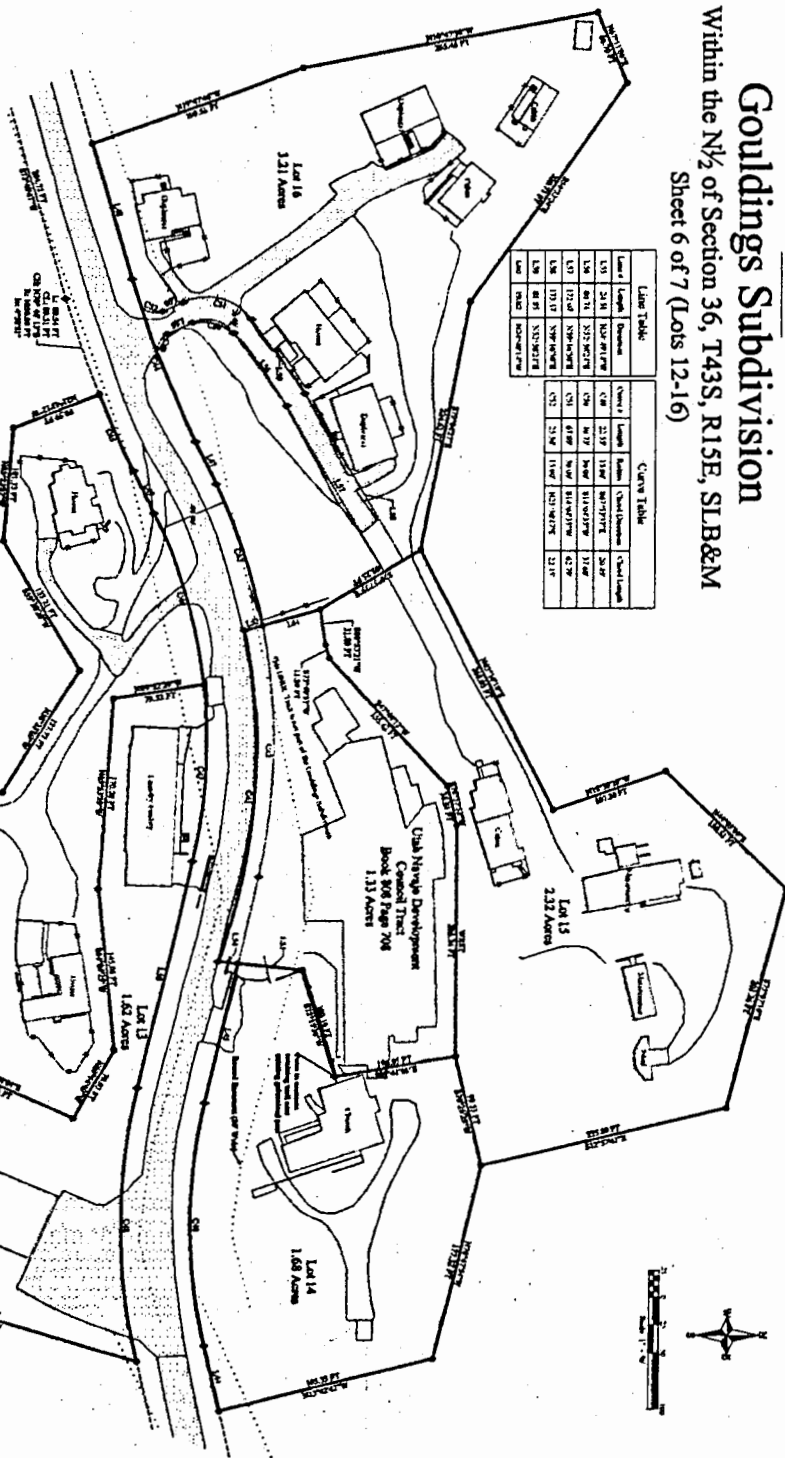


<b>Health Department</b> Approved this _____ Day of _____, 20____		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____		<b>County Recorder</b> State of Utah, County of San Juan, Transcribed at the request of _____ Filed: Date _____ Time _____ Book _____ Page _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the NE <sup>1</sup> / <sub>4</sub> of Section 36, T.05, R.15E, S.15&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. Commissioner _____ Commissioner _____		<b>Owners Declaration</b> I, _____, owner of _____, do hereby certify that the above described land, having owned the same to be subdivided into lots and streets hereunto to be known as the "Gouldings Subdivision", and the hereby declare the proposed use of the public all parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ day of _____, 20____.		<b>County Surveyor</b> I, _____, a duly qualified and licensed Surveyor of the State of Utah, do hereby certify that the above described land is in accordance with the subdivision map on file in the office of the County Surveyor. By: _____, Licensed Landman, S&B Corporation By: _____, Licensed Landman, Examined & V. Inc. Date _____ County Surveyor			
<b>Acknowledgment</b> State of Utah, County of San Juan, on the _____ day of _____, 20____, personally appeared before me _____, a Notary Public for the State of Utah, and known to me to be the _____ of _____, and acknowledged that they (she/they) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____. _____ _____ Notary Public _____		<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ day of _____, 20____.		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 459-9152			
Date: 2-27-77 Drawing Name: Survey Reference Number: B2754		Drawn By: R.L. Bunker Sheet: 1 of 50		Book: 1 of 7			

# Final Plat Gouldings Subdivision

Within the N½ of Section 36, T43S, R15E, SLB&M  
Sheet 6 of 7 (Lots 12-16)

Lot Table		Curve Table	
Lot	Acres	Curve	Radius
12	3.51	12.17	114.00
13	3.51	12.17	114.00
14	3.51	12.17	114.00
15	3.51	12.17	114.00
16	3.51	12.17	114.00

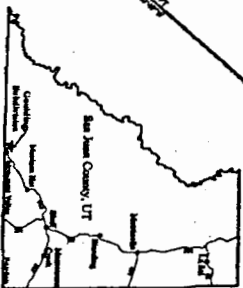


Lot Table		Curve Table	
Lot	Acres	Curve	Radius
12	3.51	12.17	114.00
13	3.51	12.17	114.00
14	3.51	12.17	114.00
15	3.51	12.17	114.00
16	3.51	12.17	114.00



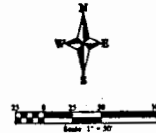
**Surveyor's Certificate**  
I, the undersigned, being duly sworn, certify that I am a duly Licensed Surveyor in the State of Utah, and that I am the author of the foregoing plat, and that the same is a true and correct copy of the original as the same appears on the books of the County Recorder of the County of Salt Lake, State of Utah.

**Legend**  
• Existing Right-of-Way  
• Proposed Right-of-Way  
• Easement  
• Other



<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of Salt Lake, Recorded at the request of _____ Filed: _____ Date: _____ Book: _____ Page: _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was adopted and approved. _____ _____ _____		<b>Owners Dedication</b> Know all men by these presents that (I) we, the undersigned owner(s) of the above described tract of land, having agreed the same to be subdivided into lots and covenants hereafter to be known as the "Gouldings Subdivision", and do hereby dedicate for permanent use of the public all portions of said covenants on this plat as attached to the public use. In witness whereof I have hereunto set my hand this _____ day of _____, 20____. _____ _____ _____		<b>County Surveyor</b> I have examined this plat and find it to be correct and to conform with information on file in this office. _____ _____ _____ County Surveyor			
<b>Acknowledgement</b> State of Utah, County of Salt Lake, on the _____ day of _____, 20____, personally appeared before me _____, a Notary Public in and for the State of Utah, and acknowledged to me that they executed the foregoing plat for the purposes and consideration therein expressed. My commission expires _____, 20____. _____ Notary Public		<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ day of _____, 20____. _____ _____ _____		<b>Bunker Engineering, LLC</b> 945 South Creek Road, Monticello, UT 84535 P.O. Box 422, Monticello, UT 84535 (435) 439-9132 Date: 2-27-17 Drawn By: B.D. Bunker Scale: 1" = 50' Drawing Name: Survey Reference Number: 26754 Sheet: 6 of 7			

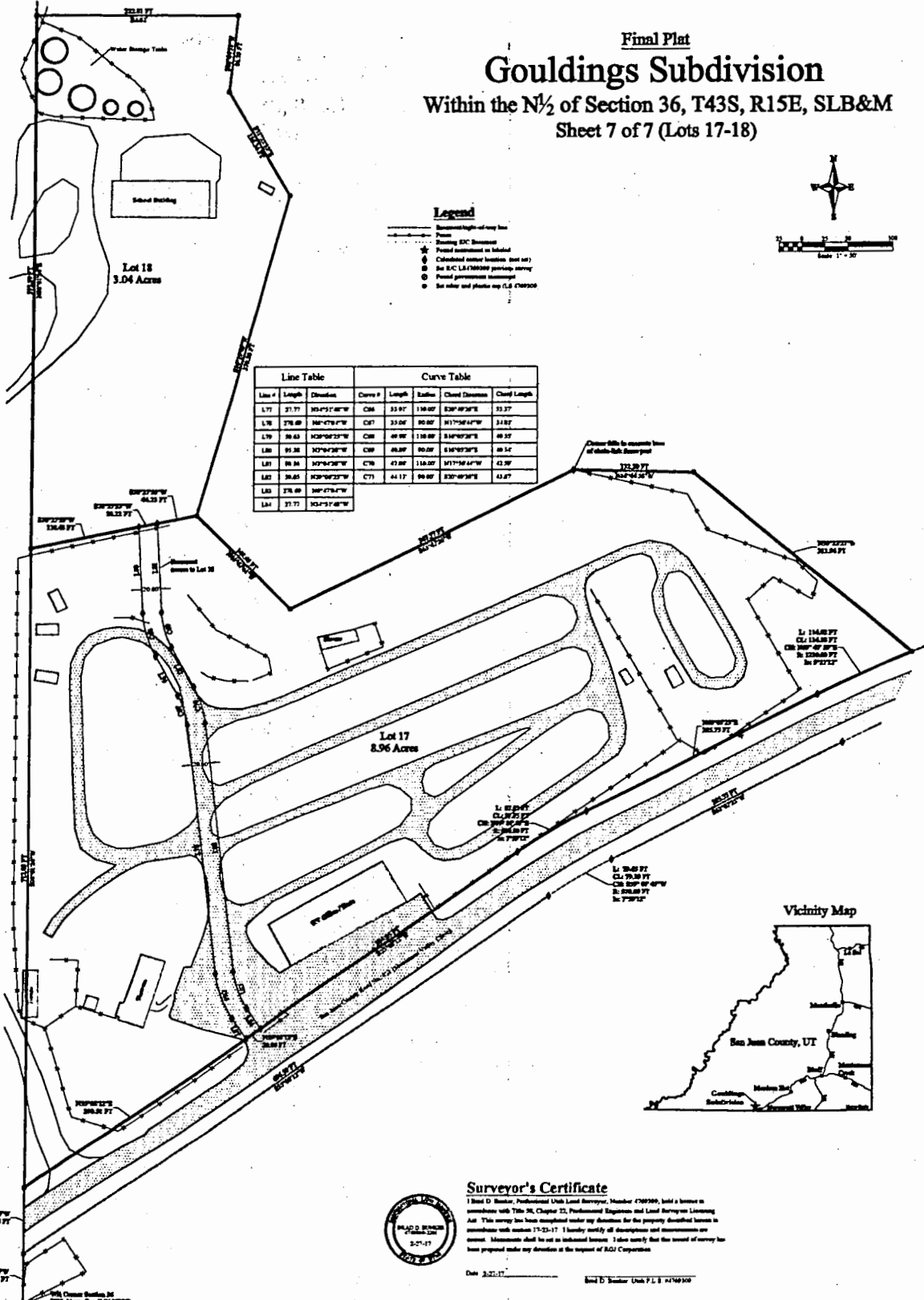
**Final Plat**  
**Gouldings Subdivision**  
 Within the N½ of Section 36, T43S, R15E, SLB&M  
 Sheet 7 of 7 (Lots 17-18)



**Legend**

- Boundary line of any line
- Survey E.C. Boundary
- Point monument or stake
- Calculated corner location (not set)
- Set E.C. LA/MSM survey
- Point monument (stake)
- Set color and plastic cap (L.S. 170000)

Line Table			Curve Table			
Line #	Length	Direction	Curve #	Length	Radius	Chord Distance
L17	27.77	N54°57'48"W	C68	33.97	110.00	E30°40'38"E
L18	27.89	N6°47'51"W	C67	33.04	90.00	N17°50'44"W
L19	28.43	N20°00'33"W	C66	40.90	110.00	S10°00'38"E
L20	28.36	N7°04'38"W	C65	40.09	90.00	S10°00'38"E
L21	28.36	N7°04'38"W	C76	47.88	110.00	N17°50'44"W
L22	28.43	N20°00'33"W	C77	44.17	90.00	E30°40'38"E
L23	27.89	N6°47'51"W				
L24	27.77	N54°57'48"W				



**Surveyor's Certificate**

I, David D. Bunker, Professional Utah Land Surveyor, Member #100500, hold a license in accordance with Title 36, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described herein in accordance with sections 17-23-17. I hereby certify all measurements and measurements are correct. Measurements shall be set as indicated herein. I also certify that the amount of survey has been prepared under my direction at the request of B&B Corporation.

Date: 3-27-17

David D. Bunker, Utah P.L.S. #100500



<b>Health Department</b> Approved this _____ Day of _____, 20____ Health Officer: _____		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ Attorney: _____		<b>County Recorder</b> State of Utah, County of San Juan, recorded at the request of _____ Filed Date: _____ Year: _____ Book: _____ Page: _____ County Recorder: _____		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M	
<b>San Juan County Commission</b> The subdivision survey was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. Commissioner: _____		<b>Owners Dedication</b> Know all men by these presents that (I, we, the undersigned owner(s) of the above described tract of land, having caused the same to be subdivided into lots and streets hereinafter to be known as the "Gouldings Subdivision", and do hereby dedicate for the public use of the public all portions of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ Day of _____, 20____.		By: _____ By: _____		<b>County Surveyor</b> I recommend this plat and that it is to be correct and is in accordance with information on file in this office. Date: _____ County Surveyor: _____	
<b>Acknowledgment</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____, personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that they (she) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ County: _____ Notary Public: _____ Building in: _____		<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ Chairman: _____		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 439-9132 Date: 3-27-17 Drawn By: D.D. Bunker Scale: 1" = 30' Densifying Name: Survey Reference Number: B2754 Sheet: 7 of 7			



Exhibit "B"

# Phase I Environmental Site Assessment Goulding's Lodge Monument Valley, Utah

Prepared For

Navajo Nation Hospitality Enterprise

Ashley Bailey Bonner

6677 W. Thunderbird Rd. Ste. J176

Glendale, Arizona 85306

Phone: 623-412-0297

E-mail: [ashley@explorenavaio.com](mailto:ashley@explorenavaio.com)

Prepared By

Tiis Yá Tóh, Inc.

Environmental Support Services

November 30, 2022

PO Box 360, La Plata, New Mexico 87418

[tiisyatoh.com](http://tiisyatoh.com)

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**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
NAVAJO HOSPITALITY ENTERPRISE  
GOULDING'S LODGE  
MONUMENT VALLEY, SAN JUAN COUNTY, UTAH**

**Executive Summary**

Tiis Yá Tóh, Inc. (TYT) conducted a Phase I Environmental Site Assessment (ESA) at a mixed-use property identified as Goulding's Lodge located in Monument Valley, San Juan County, Utah (subject property). The Phase I ESA at the property was conducted in accordance with the most recent ASTM Standard Practice (E2247-16) for forestland or rural properties. This Phase I ESA was conducted for Navajo Hospitality Enterprise, the User.

The subject property is currently owned by RGJ Corporation and consists of approximately 634.2 acres located in the vicinity of County Road 421 and Oljeto Road intersection. The property is further identified by San Juan County Tax Assessor under tax identification number 43S15E360000.

**Scope of Work**

In accordance with the Scope of Services, the Phase I ESA contains the following with a brief description of each activity: 1) A regulatory agency database search and records review of federal, state, and county databases, records and lists; 2) A summary of findings of TYT's on-site reconnaissance; 3) User Questionnaires and Interviews; 4) A site description that includes the location and legal description of the property; a description of site topography, soils and geology, surface water hydrology, hydrogeology; current and past uses of the property; and 5) an evaluation that documents TYT's opinions and conclusions and summarizes the significant findings of the Phase I ESA including identification of recognized environmental conditions (RECs).

The following table summarizes the completion date and expiration date per the E2247-16 for the scope of services:

Activity	Date Completed	Expiration Date
Records Review	September 28, 2022	March 28, 2023
Site Reconnaissance	October 20 and November 18, 2022	May 18, 2023
Interviews	October 20, 2022	April 20, 2022
Report	November 30, 2022	November 30, 2023

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## Evaluation

Due to the large acreage, the subject property was divided into four (4) areas:

- Area 1- Airstrip and Lagoons
- Area 2 – Villas, Tour Bus Facilities, Grocery Store, and Laundromat
- Area 3 – Hotel and Fueling Station
- Area 4- Campsites, Maintenance Facilities, Housing, and Other Buildings (without direct association with the lodge).

After site reconnaissance of the property; reviewing the available information regarding the property and adjoining properties; and conducting interviews with multiple parties and agencies; TYT identified the following findings associated with the subject property:

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 1 - Lagoons	Wastewater Lagoons	Site Reconnaissance	Data gap for leak detection system; <b>REC</b>
Area 1 – Air Strip ASTs	Air Strip	Site Reconnaissance	Temporary ASTs with secondary containment. Not a REC
Area 1 – Debris Stockpiles In Wash	Air Strip	Site Reconnaissance	Illegal dumping of solid waste that includes solids from vehicle washes; <b>REC</b>
Area 1 – Ground Penetrations at Air Strip Entrance (Firework Launchers)	Air Strip	Site Reconnaissance	Potential for heavy metal contamination; <b>REC</b>
Area 2 - Incinerator	Tour Bus Garage	Site Reconnaissance	Data gap regarding permits and potential for release of heavy metal particulates; <b>REC</b>
Area 2 – ASTs, Drums, and Heavy Equipment	Tour Bus Garage	Site Reconnaissance	Evidence of release of petroleum hydrocarbons to environment from drum and AST;

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SITE NAME	ADDRESS	DATABASES	Evaluation
			Suspected hydraulic oil release from heavy equipment; unlabeled drums; data gap for petroleum storage tank records; <b>REC</b>
Area 2 – Grocery Store Grease Traps	Grocery Store	Site Reconnaissance	Commercial food grease traps in use with evidence of release; <b>REC</b>
Area 3 – Car Wash	1000 Main Street	Site Reconnaissance	Solids removed from sump stockpiled on site; <b>REC</b>
Area 3 - Fuel Station ASTs	1000 Main Street	Site Reconnaissance	In Use Commercial Fuel Tanks with leak detection and containment. Not a REC
Area 3 –Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST	USTs closed per Utah and NNEPA standards; Not a REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST, Public Records Review, and Interviews	Gasoline tank with reported release and no further records; septic tank removed with no closure records; <b>REC</b>
Area 4 – Monument Valley Hospital	P.O.BOX 4	Site Reconnaissance	Grease traps with evidence of a release; <b>REC</b>
Area 4 – Monument Valley Hospital	Community Trash Roll Offs	Site Reconnaissance	Evidence of leaks from containers, unknown substances; <b>REC</b>
Area 4 – Seventh Day Adventist Church UST	Seventh Day Adventist Church	State of Utah Records	Reported UST still in use, no additional records available; <b>REC</b>

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 4 – Generator Building ASTs and Dispenser	Maintenance Shop	Site Reconnaissance/ NNEPA Records	Data gap for tank records and report of a historic release; <b>REC</b>
Area 4 – Electrical Service Building	Maintenance Shop	Site Reconnaissance	Paint chips around building on surficial soil, potential for lead contamination; <b>REC</b>
Area 4 – Equipment Parking Area	Maintenance Shop	Site Reconnaissance	Sewage Line Break and Buried Solid Waste Containing Suspect Asbestos Materials; <b>REC</b>
West Adjoining Property	Residential	Site Reconnaissance/ Interviews	Report of buried automotive parts and materials, unknown contents and extents; <b>REC</b>
East Adjoining Property	Monument Valley High School	State of Utah Database Review	UST closed per Utah and NNEPA standards; Not a REC

Note, the remaining land between the Arizona state line and the rock outcrop was also assessed. No findings were identified in this parcel which is designated for recreational purposes only.

#### Limitations

Significant data gaps in records pertaining to several storage tanks, septic tanks, and the wastewater lagoons limited the ability of the environmental professional to render an opinion regarding whether conditions exist that are indicative of a REC. Additionally, not all buildings were accessible during the site reconnaissance of the property.

Note, per the applicable ASTM standard, the subject assessment excludes the following evaluations that could potentially affect the subject property: asbestos-containing building materials; indoor air quality; lead-based paint; mold or microbial growth conditions; PCB-containing building materials; and emerging contaminants such as perfluoroalkyl and polyfluoroalkyl substances (PFAS).

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### **Continuing Obligations**

Under the All-Appropriate Inquiry Rule (AAI), future and continuing obligations are required to maintain landowner liability protections under CERCLA. Specifically, complying with land use restrictions and institutional controls; taking reasonable steps with respect to hazardous substance releases; providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration; complying with information requests and administrative subpoenas; and providing legally required notices.

---

## 1.0 Introduction

Tiis Yá Tóh, Inc. (TYT), pursuant to its Proposal dated September 14, 2022, and approved by the User on September 19, 2022, conducted a Phase I Environmental Site Assessment (ESA) at a mixed-use property identified as Goulding's Lodge located in Monument Valley, San Juan County, Utah (subject property). The Phase I ESA at the property was conducted in accordance with the most recent ASTM Standard Practice (E2247-16) for forestland or rural properties. This Phase I ESA was conducted for Navajo Hospitality Enterprise, the User. Acronyms and terms used in this ESA are defined in **Appendix A**.

The subject property consists of 634.2 acres and is described as being located in Section 36, Township 43 South, Range 15 East. The property is set around County Road 421 and Oljeto Road intersection. The property is further identified by San Juan County Tax Assessor under tax identification number 43S15E360000. The location is illustrated in **Figure 1, Vicinity Map**.

### 1.1 Purpose and Scope of Services

The purpose of this Phase I ESA was to evaluate current and/or prior activities conducted at the property to permit a user to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defense to liability under CERCLA, 42 U.S.C. §9601. To achieve this purpose, the ESA sought to identify any existing recognized environmental conditions (RECs) on or potentially affecting the subject property. In this ESA, the presence or absence of Historical, Controlled, and existing RECs (HRECs, CRECs, respectively) were undertaken through user provided information; historical and physical records reviews; regulatory database reviews; interviews with existing and former users of the property and local government personnel; and a visual, noninvasive reconnaissance of the property and adjoining properties by standard industry practice for the performance of Phase I ESA as set forth by ASTM 2247-16.

### 1.2 Limitations

Phase I ESAs, such as the one performed for the subject property, are noninvasive, and cannot eliminate the potential that hazardous substances or petroleum products are present or have been released at the site beyond what is identified by the ASTM procedures followed in conducting this ESA. No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs.

# THE NAVAJO NATION

---

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO: ALL CONCERNED

FROM: B. Becker *mw 12/14/22*  
Biddah N. Becker, Division Director  
Division of Natural Resources  
The Navajo Nation

DATE: December 14, 2022

SUBJECT: Delegation of Authority – DNR Division Director

---

Effective Wednesday, December 14, 2022 at 8:00 AM, and ending at 5:00 PM, Mr. Robert O. Allan, Principal Attorney with Division of Natural Resources will be delegated as the Division Director for the Division of Natural Resources.

The delegation will cover day-to-day operations and shall be responsible for the administration and management of the Division of Natural Resources and supervising all personnel. This includes ensuring compliance with all applicable Navajo Nation laws and policies.

Thank you in advance for your cooperation. If you have any questions, I can be reached by email at [biddah-becker@navajo-nsn.gov](mailto:biddah-becker@navajo-nsn.gov)

### ACKNOWLEDGED:

Robert O. Allan  
Robert O. Allan, Principal Attorney  
Division of Natural Resources  
The Navajo Nation

Cc: Distribution

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO:            The Honorable Jonatha, Nez, President,  
                  The Navajo Nation

FROM:        B. N. Becker  
                  Bidtah N. Becker, Division Director  
                  Division of Natural Resources

DATE:         December 23, 2022

SUBJECT:     **Amendment to December 14, 2022 Purchase Approval Memorandum  
                  for the Goulding's Monument Valley Lodge**

The Division of Natural Resources (DNR) is providing this memo to amend the approval memorandum the Goulding's property in Monument Valley, Utah, dated December 14, 2022 for.

The approval memorandum is amended to clarify the reason that there twelve (12) Recognized Environmental Conditions (RECs) that must be further investigated to determine whether or not further mitigation or removal will be required prior to closing the purchase of the Property and not the fifteen (15) identified in the Phase I Environmental Site Assessment Report prepared by Tiis Ya'To'h, Inc. The reason is that three (3) of the fifteen (15) RECs are located at the hospital property and the Navajo Nation is not purchasing the hospital property.

DNR appreciates your understanding in this matter and the Department of Justice's close review of the Document Review Package#19922 concerning the purchase.. If you have any questions, please contact Jonathan Begay at (928) 871-7840 or by email at [jbegay@nnld.org](mailto:jbegay@nnld.org).

NAVAJO LAND DEPARTMENT

P O BOX 2249 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6401 · FAX: (928) 871-7039



# PFARR & RETHORE

A PROFESSIONAL LAW CORPORATION

5070 N. 40<sup>th</sup> Street, Suite. 230  
Phoenix, AZ 85018  
Telephone (602) 424.5547 \* Fax (602) 424.4299

14 September 2022

Robert O. Allan, Esq,  
Principal Attorney  
Division of Natural Resources  
THE NAVAJO NATION  
P.O. Box 9000  
Window Rock, Arizona 86515

Sent Via Email: roallan@navajo-nsn.gov

Re: Supplemental Information to Letter of Intent for the Purchase of  
Certain Assets of Lafont Roland RGJ Corporation doing business as  
Goulding Lodge, San Juan County, State of Utah

Dear Mr. Allan:

Thank you for the Navajo Nation's Letter of Intent ("LOI") dated August 19, 2022 sent on behalf of President Jonathan Nez and Dr. Rudolph R. Shebala, Ph.D., Executive Director of the Division of Natural Resources, regarding the above referenced matter. As we discussed, this office has been retained to represent Roland and Wayland LaFont, and the various corporate entities that they own and what is commonly known as Goulding Lodge in Monument Valley, Utah and Arizona. The LaFont's holdings in Monument Valley is more complex than just RGJ Corporation and for the sake of clarity I wanted to supplement the Navajo Nation's current understanding of the real property, improvements, and assets of Goulding's Lodge owned by the LaFont family.

We are pleased to submit this Supplemental Information (the "Supplemental Information") to the Navajo Nation's Letter of Intent ("LOI"), which includes the summary of material terms in connection with the potential purchase by the Navajo Nation ("the "Buyer"), of the specific assets of RGJ Corporation, Executive RV, Inc., and Gouldings Monument Valley Enterprises, LLC, (collectively, the "Company or Companies" or "Business or Businesses"), in a transaction with the Company's current equity holders (collectively, the "Sellers") (the "Proposed Transaction").

For clarity, RGJ Corporation owns the majority of the Gouldings assets. Executive RV owns two real property parcels inside the Section 36 described in the LOI, and operates the Hillside Suites thereon.<sup>1</sup> Gouldings Monument Valley Enterprises owns various leasehold interest received from the Navajo Nation for water, sewer and airport use. And, the LaFont's operate a 501(c)(3) charitable non-profit corporation in the Museum and Trading Post called "The Harry and Mike Goulding Museum, Ltd.". Obviously, the assets of the non-profit cannot be sold to a non-qualified charitable organization, but if the Navajo Nation wishes to continue its operation as a 501(c)(3) organization, the LaFont's are amenable to changing the composition of the Board of Directors to representatives of the Navajo Nation so it continue its operation on the property. However, if this is something the Navajo Nation does not want to, or can, get involved, I will need to have the LaFont's make arrangements to relocate the charity before closing this transaction.

Given the above, the terms of the Navajo Nation's LOI and this supplement will serve to establish the framework to achieve a definitive written agreement consistent with the terms of the Navajo Nation's LOI and this Supplemental Information (the "Definitive Agreement"). The Seller understands that the Buyer has executed its LOI without any intent to incur any liability or other obligation thereby and a binding agreement or contract will not be deemed to have been entered into by such persons with respect to the Proposed Transaction unless and until the Definitive Agreement has been duly executed, approved and delivered by each party thereto.

#### **SUMMARY OF TERMS (NONBINDING PROVISIONS)**

Based on the previous due diligence of the Company by Buyer, the Definitive Agreement would contain those terms set forth in the LOI and this supplemental letter.

1. **Purchase Price and Transaction Structure.** Buyer offered \$59.5M on a debt-free, cash-free basis (the "Purchase Price") for certain assets of the Companies, the majority of which consists of the real property located in Section 36, Township 43 South Range 15 East, Salt Lake Meridian, San Juan County, State of Arizona, as more fully set forth on the 15 page Plat Map dated February 27, 2017 prepared by Bunker Engineering, LLC, as recorded in the records of San Juan County, Utah, attached hereto, supplementing Exhibit "A" of the LOI, and the various ground leases already owned by the Navajo Nation related to sewer, water, and airport, comprising

---

<sup>1</sup> Note: It seems that using the Bunker Plat Survey discussed above to fully identify the Gouldings real property owned by RGJ and Executive RV as part of the Exhibit A of the LOI would be helpful in understanding which entity owns what piece of the real property.

approximately 37.49 acres of leasehold, and the "Property Description" and exclusions set forth in the Navajo Nation's LOI.

The purchase price of \$59,500,000 shall be payable as follows:

- a. \$7,140,000 earnest deposit; and
- b. \$52,360,000 by cashier's check or wire at time of closing.

2. Purchase Price Assumptions. The Purchase Price presented assumes the following:

- No cash from Seller
- The transaction will be structured as an asset purchase and not a purchase of Company Stock or Membership Interests

3. Key Assumptions: Buyer will offer employment or consulting agreements to key employees with the same base and bonus compensation terms of their existing employment arrangements. In addition to key executive team members, all employees will be retained in their current positions.

It is anticipated that the Real Estate and Purchase Agreements discussed in the LOI and this supplement may be integrated together to constitute one Definitive Agreement. The Navajo Nation has agreed to take initial responsibility for circulating a draft of the same for the parties consideration.

The parties will mutually identify and agree on a escrow company to hold earnest and closing funds.

4. Due Diligence, Advisors and Timing. Buyer has completed its business and financial due diligence investigation of the Company. However, Buyer shall have additional time to work closely with its advisors and Seller to complete confirmatory tax, legal, technology and ordinary course of business endeavors in advance of executing a definitive purchase agreement by October 31, 2022. Close of escrow shall be no later than December 15, 2022. The parties by mutual agreement can extend or advance these dates as is reasonably required and agreed by them.

5. Required Approvals and Consents. Members of Seller's organizations were briefed on and are supportive of the Navajo Nation's LOI. Seller

understands that the Navajo Nation also has certain required approvals it must receive as well as more fully set forth in its LOI.

6. Contact Information. If you have any questions concerning this Supplemental Information, please do not hesitate to contact the undersigned on behalf of the Seller. The Navajo Nation has identified the following as members of its deal team:

Robert O. Allan, Esq.	928-871-6592	<a href="mailto:roallan@navajo-nsn.gov">roallan@navajo-nsn.gov</a>
Dr. Rudolph R. Shebala		
Michael Halona	928-871-6524	<a href="mailto:m_halona@dinehbikeyah.org">m_halona@dinehbikeyah.org</a>
Stan Sapp	303-704-2636	<a href="mailto:stan@monumenthospitality.com">stan@monumenthospitality.com</a>

#### **BINDING PROVISIONS**

1. Confidentiality. None of the Company, Seller, Buyer, or shareholders, members or representatives will make any press release or public announcement concerning the existence of the Proposed Transaction contemplated hereby without the prior written approval of the other parties hereto. This letter and the proposal set forth herein is made on a confidential basis and shall not be disclosed by either Buyer or to any third party (other than your officers, directors, financial advisors, attorneys and other representatives who have a need to know such information) without each of our prior mutual written consent. The parties hereto acknowledge and agree that and further negotiations concerning the Proposed Transaction shall constitute "Confidential Information" for all purposes and agree shall remain in effect until closing.
2. Expenses. Each party will be liable for its respective expenses incurred in connection with preparation and review of and agreements between the parties, negotiating and drafting of the Definitive Agreement and related documents and completion of the Proposed Transaction, including, without limitation, the costs of due diligence investigation and the fees and expenses incurred in connection therewith. Customary escrow closing expenses shall be split equally between Buyer and Seller.

3. Miscellaneous Binding Provisions. The Binding Provisions constitute the entire agreement among the parties with respect to the subject matter thereof, and cumulatively constitutes all prior or contemporaneous oral agreements or understandings between the parties. The Binding Provisions may be amended or modified only in writing executed by the parties hereto. The LOI and Supplemental Information may be executed in counterparts, which, when taken together, will constitute one and the same instrument. The exchange of copies of the LOI and Supplemental Information signature pages by email transmission shall constitute effective execution and delivery of the LOI and Supplemental Information as to the parties.

Finally, as we discussed, I understand that the Navajo Nation requires additional due diligence. When convenient please advise what is required so that I can task my clients with collating and providing timely access to that information. I already have asked them to compile a list of the various assets of the LaFont entities being sold that can be included as further Exhibits to the Definitive Agreement.

I trust this correspondence will assist our client's in understanding the full extent of this project. I look forward to working with you. I also invite your further comments so that we can fully memorialize and close the transaction.

Sincerely,

PFARR & RETHORE, P.C.

Bernard M. Rethore  
For the Firm

BMR:rb

ACCEPTED AND AGREED as of the date first set forth above:

RGJ CORPORATION

EXECUTIVE RV, INC.

GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By: 

Wayland LaFont

Managing Member and Authorized Agent

Goulding's Lodge  
Monument Valley, Utah



Prepared For

Navajo Nation Hospitality Enterprise  
Ashley Bailey-Bonner  
6677 W. Thunderbird Rd. Ste. J176  
Glendale, Arizona 85306  
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E-mail: [ashley@explorenavajo.com](mailto:ashley@explorenavajo.com)

Prepared By

Tiis Yá Tóh, Inc.  
Environmental Support Services

November 30, 2022

**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
NAVAJO HOSPITALITY ENTERPRISE  
GOULDING'S LODGE  
MONUMENT VALLEY, SAN JUAN COUNTY, UTAH**

**Executive Summary**

Tiis Yá Tóh, Inc. (TYT) conducted a Phase I Environmental Site Assessment (ESA) at a mixed-use property identified as Goulding's Lodge located in Monument Valley, San Juan County, Utah (subject property). The Phase I ESA at the property was conducted in accordance with the most recent ASTM Standard Practice (E2247-16) for forestland or rural properties. This Phase I ESA was conducted for Navajo Hospitality Enterprise, the User.

The subject property is currently owned by RGJ Corporation and consists of approximately 634.2 acres located in the vicinity of County Road 421 and Oljeto Road intersection. The property is further identified by San Juan County Tax Assessor under tax identification number 43S15E360000.

**Scope of Work**

In accordance with the Scope of Services, the Phase I ESA contains the following with a brief description of each activity: 1) A regulatory agency database search and records review of federal, state, and county databases, records and lists; 2) A summary of findings of TYT's on-site reconnaissance; 3) User Questionnaires and Interviews; 4) A site description that includes the location and legal description of the property; a description of site topography, soils and geology, surface water hydrology, hydrogeology; current and past uses of the property; and 5) an evaluation that documents TYT's opinions and conclusions and summarizes the significant findings of the Phase I ESA including identification of recognized environmental conditions (RECs).

The following table summarizes the completion date and expiration date per the E2247-16 for the scope of services:

Activity	Date Completed	Expiration Date
Records Review	September 28, 2022	March 28, 2023
Site Reconnaissance	October 20 and November 18, 2022	May 18, 2023
Interviews	October 20, 2022	April 20, 2022
Report	November 30, 2022	November 30, 2023

## Evaluation

Due to the large acreage, the subject property was divided into four (4) areas:

- Area 1- Airstrip and Lagoons
- Area 2 – Villas, Tour Bus Facilities, Grocery Store, and Laundromat
- Area 3 – Hotel and Fueling Station
- Area 4- Campsites, Maintenance Facilities, Housing, and Other Buildings (without direct association with the lodge).

After site reconnaissance of the property; reviewing the available information regarding the property and adjoining properties; and conducting interviews with multiple parties and agencies; TYT identified the following findings associated with the subject property:

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 1 - Lagoons	Wastewater Lagoons	Site Reconnaissance	Data gap for leak detection system; <b>REC</b>
Area 1 – Air Strip ASTs	Air Strip	Site Reconnaissance	Temporary ASTs with secondary containment. Not a REC
Area 1 – Debris Stockpiles In Wash	Air Strip	Site Reconnaissance	Illegal dumping of solid waste that includes solids from vehicle washes; <b>REC</b>
Area 1 – Ground Penetrations at Air Strip Entrance (Firework Launchers)	Air Strip	Site Reconnaissance	Potential for heavy metal contamination; <b>REC</b>
Area 2 - Incinerator	Tour Bus Garage	Site Reconnaissance	Data gap regarding permits and potential for release of heavy metal particulates; <b>REC</b>
Area 2 – ASTs, Drums, and Heavy Equipment	Tour Bus Garage	Site Reconnaissance	Evidence of release of petroleum hydrocarbons to environment from drum and AST;



SITE NAME	ADDRESS	DATABASES	Evaluation
			Suspected hydraulic oil release from heavy equipment; unlabeled drums; data gap for petroleum storage tank records; <b>REC</b>
Area 2 – Grocery Store Grease Traps	Grocery Store	Site Reconnaissance	Commercial food grease traps in use with evidence of release; <b>REC</b>
Area 3 – Car Wash	1000 Main Street	Site Reconnaissance	Solids removed from sump stockpiled on site; <b>REC</b>
Area 3 - Fuel Station ASTs	1000 Main Street	Site Reconnaissance	In Use Commercial Fuel Tanks with leak detection and containment, Not a REC
Area 3 –Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST	USTs closed per Utah and NNEPA standards; Not a REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST, Public Records Review, and Interviews	Gasoline tank with reported release and no further records; septic tank removed with no closure records; <b>REC</b>
Area 4 – Monument Valley Hospital	P.O.BOX 4	Site Reconnaissance	Grease traps with evidence of a release; <b>REC</b>
Area 4 – Monument Valley Hospital	Community Trash Roll Offs	Site Reconnaissance	Evidence of leaks from containers, unknown substances; <b>REC</b>
Area 4 – Seventh Day Adventist Church UST	Seventh Day Adventist Church	State of Utah Records	Reported UST still in use, no additional records available; <b>REC</b>

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 4 – Generator Building ASTs and Dispenser	Maintenance Shop	Site Reconnaissance/ NNEPA Records	Data gap for tank records and report of a historic release; <b>REC</b>
Area 4 – Electrical Service Building	Maintenance Shop	Site Reconnaissance	Paint chips around building on surficial soil, potential for lead contamination; <b>REC</b>
Area 4 – Equipment Parking Area	Maintenance Shop	Site Reconnaissance	Sewage Line Break and Buried Solid Waste Containing Suspect Asbestos Materials; <b>REC</b>
West Adjoining Property	Residential	Site Reconnaissance/ Interviews	Report of buried automotive parts and materials, unknown contents and extents; <b>REC</b>
East Adjoining Property	Monument Valley High School	State of Utah Database Review	UST closed per Utah and NNEPA standards; Not a REC

Note, the remaining land between the Arizona state line and the rock outcrop was also assessed. No findings were identified in this parcel which is designated for recreational purposes only.

#### Limitations

Significant data gaps in records pertaining to several storage tanks, septic tanks, and the wastewater lagoons limited the ability of the environmental professional to render an opinion regarding whether conditions exist that are indicative of a REC. Additionally, not all buildings were accessible during the site reconnaissance of the property.

Note, per the applicable ASTM standard, the subject assessment excludes the following evaluations that could potentially affect the subject property: asbestos-containing building materials; indoor air quality; lead-based paint; mold or microbial growth conditions; PCB-containing building materials; and emerging contaminants such as perfluoroalkyl and polyfluoroalkyl substances (PFAS).

---

### **Continuing Obligations**

Under the All-Appropriate Inquiry Rule (AAI), future and continuing obligations are required to maintain landowner liability protections under CERCLA. Specifically, complying with land use restrictions and institutional controls; taking reasonable steps with respect to hazardous substance releases; providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration; complying with information requests and administrative subpoenas; and providing legally required notices.

---

## **1.0 Introduction**

Tiis Yá Tóh, Inc. (TYT), pursuant to its Proposal dated September 14, 2022, and approved by the User on September 19, 2022, conducted a Phase I Environmental Site Assessment (ESA) at a mixed-use property identified as Goulding's Lodge located in Monument Valley, San Juan County, Utah (subject property). The Phase I ESA at the property was conducted in accordance with the most recent ASTM Standard Practice (E2247-16) for forestland or rural properties. This Phase I ESA was conducted for Navajo Hospitality Enterprise, the User. Acronyms and terms used in this ESA are defined in **Appendix A**.

The subject property consists of 634.2 acres and is described as being located in Section 36, Township 43 South, Range 15 East. The property is set around County Road 421 and Oljeto Road intersection. The property is further identified by San Juan County Tax Assessor under tax identification number 43S15E360000. The location is illustrated in **Figure 1, Vicinity Map**.

### **1.1 Purpose and Scope of Services**

The purpose of this Phase I ESA was to evaluate current and/or prior activities conducted at the property to permit a user to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defense to liability under CERCLA, 42 U.S.C. §9601. To achieve this purpose, the ESA sought to identify any existing recognized environmental conditions (RECs) on or potentially affecting the subject property. In this ESA, the presence or absence of Historical, Controlled, and existing RECs (HRECs, CRECs, respectively) were undertaken through user provided information; historical and physical records reviews; regulatory database reviews; interviews with existing and former users of the property and local government personnel; and a visual, noninvasive reconnaissance of the property and adjoining properties by standard industry practice for the performance of Phase I ESA as set forth by ASTM 2247-16.

### **1.2 Limitations**

Phase I ESAs, such as the one performed for the subject property, are noninvasive, and cannot eliminate the potential that hazardous substances or petroleum products are present or have been released at the site beyond what is identified by the ASTM procedures followed in conducting this ESA. No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs.

**Phase I Environmental Site Assessment  
Goulding's Lodge  
Monument Valley, Utah**

Prepared For  
Tiis Yá Tóh, Inc.  
Monument Valley Enterprise  
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Bonner  
Monument Valley, Ste. J176  
Tule, Arizona 86030  
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Prepared By

Tiis Yá Tóh, Inc.  
Environmental Support Services

November 30, 2022

PO Box 360, La Plata, New Mexico 87418

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GOULDING'S LODGE  
634.2 ACRES  
MONUMENT VALLEY, SAN JUAN COUNTY, UTAH

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**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
NAVAJO HOSPITALITY ENTERPRISE  
GOULDING'S LODGE  
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#### Limitations

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Note, per the applicable ASTM standard, the subject assessment excludes the following evaluations that could potentially affect the subject property: asbestos-containing building materials; indoor air quality; lead-based paint; mold or microbial growth conditions; PCB-containing building materials; and emerging contaminants such as perfluoroalkyl and polyfluoroalkyl substances (PFAS).

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Under the All-Appropriate Inquiry Rule (AAI), future and continuing obligations are required to maintain landowner liability protections under CERCLA. Specifically, complying with land use restrictions and institutional controls; taking reasonable steps with respect to hazardous substance releases; providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration; complying with information requests and administrative subpoenas; and providing legally required notices.

---

## 1.0 Introduction

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The purpose of this Phase I ESA was to evaluate current and/or prior activities conducted at the property to permit a user to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defense to liability under CERCLA, 42 U.S.C. §9601. To achieve this purpose, the ESA sought to identify any existing recognized environmental conditions (RECs) on or potentially affecting the subject property. In this ESA, the presence or absence of Historical, Controlled, and existing RECs (HRECs, CRECs, respectively) were undertaken through user provided information; historical and physical records reviews; regulatory database reviews; interviews with existing and former users of the property and local government personnel; and a visual, noninvasive reconnaissance of the property and adjoining properties by standard industry practice for the performance of Phase I ESA as set forth by ASTM 2247-16.

### 1.2 Limitations

Phase I ESAs, such as the one performed for the subject property, are noninvasive, and cannot eliminate the potential that hazardous substances or petroleum products are present or have been released at the site beyond what is identified by the ASTM procedures followed in conducting this ESA. No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs.

In addition, this ESA did not include sampling and/or analysis of soil, groundwater, or air and other invasive assessments; verification of compliance with land use permits; archaeological concerns; endangered or threatened species; or a business environmental risk evaluation, or other services not particularly identified and discussed herein. Pertinent documents are referred to in the text of this report. All reasonable attempts were made to obtain information concerning the past use of the property and nearby properties. Information obtained for this ESA was received from several sources believed to be reliable; nonetheless, the authenticity or reliability of these sources cannot and is not warranted hereunder.

The identified limitations, in our opinion, did preclude TYT from assessing the presence or absence of RECs on or at the property. Significant data gaps were identified during the completion of the Phase I ESA for the subject property. It should be recognized that an evaluation of significant data gaps is based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our conclusions, recommendations, or opinions.

Finally, this report represents our service to the User as of the report date and constitutes our final document; its text may not be altered after final issuance. Findings in this report are based upon the site's current utilization, information derived from the most recent reconnaissance and from other activities described herein; such information is subject to change. TYT cannot certify or document any change in environmental conditions which may result after the date of this assessment, other than those noted in this report. Certain indicators of the presence of hazardous substances or petroleum products may have been latent, inaccessible, unobservable, or not present during the most recent reconnaissance and may subsequently become observable (such as after site renovation or development).

### **1.3 Significant Assumptions**

There is a possibility that even with the proper application of these methodologies that there may be conditions that exist on the subject property that could not be identified within the scope of the assessment, or which were not reasonably identifiable from the available information. TYT believes that the information obtained from the record review and the interviews concerning the subject property is reliable. However, TYT cannot and does not warrant or guarantee that the information provided by these sources is accurate or complete. The methodologies of this assessment are not intended to produce all-inclusive or comprehensive results, but rather to provide the User with information relating to the subject property.

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## **1.4 Special Terms and Conditions**

This Phase I ESA was prepared for the exclusive use and reliance by Navajo Nation Hospitality Enterprise. Reliance on the ESA by the User and all authorized parties will be subject to the terms, conditions, and limitations stated in the Phase I ESA proposal, Phase I ESA report, and TYT's Agreement for Services.

Continued viability of this report is subject to ASTM E2247-16. If the ESA will be used by a different user (third party) than for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in ASTM E2247-16.

## **2.0 User Provided Information**

According to the ASTM E2247-16 standard, certain tasks that may help identify the presence of RECs associated with the property are generally conducted by the Phase I ESA User. These tasks include: providing, or authorizing the environmental professional to obtain recorded land title records for environmental liens or activity and land use limitations; providing specialized knowledge related to RECs at the property (e.g., information about previous ownership or environmental litigation); providing commonly known or reasonably ascertainable information within the local community about the property that is material to RECs in connection with the property; and informing the environmental professional if, as believed by the User, the purchase price of the property is lower than the fair market value due to contamination. Information provided by the User is summarized below.

### **2.1 Title Records, Environmental Liens, and Activity and Use Limitations**

Title information associated with a review of title and judicial records for environmental liens or activity and use limitations (AULs) associated with the property were provided by the User of the subject ESA. No AULs or environmental liens were reported for the subject property.

### **2.2 User Questionnaire Responses**

Ashley Bailey-Bonner, Project Manager for Navajo Hospitality Enterprise, completed the User Questionnaire on September 29, 2022. Ms. Bonner indicated the User is aware of underground storage tanks (USTs) being removed at the campground and fueling station. No other environmental concerns were known or disclosed by the User. A copy of the intended User Questionnaire is provided in **Appendix B Questionnaires**.



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### 3.0 Site Reconnaissance

#### 3.1 Methodology and Limiting Conditions

TYT representatives, Lavina Lamone and Chasitty Todacheenie conducted a site reconnaissance of the property on November 15 and 16, 2022. A follow up visit was conducted by Ms. Lamone and Tami Knight, CHMM, on November 18, 2022. Adjoining properties were visually inspected from publicly accessible rights-of-ways, where applicable. Site photography documenting the site reconnaissance is appended (**Appendix C**).

#### 3.2 Subject Property

Multiple points provide access to the subject property. County Road 421 and Oljeto Road intersection is the central axis to the 634.2 acres. The property's multiple surfaces include native soil, graveled dirt roads, and asphalt paving. Main structures on the subject property include lodge, museum, campground, airstrip, tour bus facilities, maintenance shop, abandoned hospital, and housing. A site layout, featuring the most recent aerial photography, is included as **Figure 2, Site Map**.

Due to the large acreage and to assist with the discussion of findings for this report, the subject property was divided into four (4) areas:

- Area 1 – Airstrip and Lagoons
- Area 2 – Villas, Bus Garage, and Laundromat
- Area 3 – Hotel, Fueling Station, and Grocery Store
- Area 4 – Campsites, Maintenance Facilities, Housing, and Other Buildings (without direct association with the lodge).

##### 3.2.1 Current Use of the Property

At the time of the site visit, the property was occupied by Goulding's Lodge and several satellite businesses including a fuel station, grocery store, and laundromat.

##### 3.2.2 Physical Setting Conditions

The topography in the Monument Valley area varies from relatively flat to sharp vertical rises with the many buttes, mesas, and other rock formations in the area. Area 1 is relatively flat; Area 2 generally slopes west to east towards Area 1; Area 3 (the lodge) sits elevated and slopes south to north towards Area 1; and Area 4 includes properties constructed on the rock formations and slopes to the east towards Area 1.

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### 3.2.3 Structures and Other Improvements

The subject property includes several commercial businesses and residential structures. Several abandoned structures are also present including a former school, hospital, and church. A building occupied by Utah State University is also occupied within the subject property boundary.

### 3.2.4 Roads

County Road 421 and Oljeto Road provide the main points of access for smaller roads throughout the property. Majority of the roads are paved with asphalt with the exception of the graveled road that leads to the air strip and lagoons.

### 3.2.5 Potable Water Supply/Source

Water supply/source is provided by municipal water wells.

### 3.2.6 Sewage Disposal System

The sewage for the Goulding's Lodge community is maintained by a lagoon system. The system is permitted under the National Pollutant Discharge Elimination System (NPDES) as permit number NN0025178. Several violations, due to operational errors, have been reported over the history of the wastewater treatment system.

### 3.2.7 Hazardous Substance and Petroleum Products in Connection with Identified Uses

Petroleum based products in connection with identified uses were observed throughout the property. For example, the fuel station has large above ground storage tanks in secondary containment; the car wash has an oil/water separator; the tour bus maintenance facility includes used oil tanks that are used for heating the building in this area.

### 3.2.8 Storage Tanks

No evidence of underground storage tanks was observed. Above ground storage tanks, as previously discussed, were observed throughout the property. Abandoned storage tanks were seen in Area 1 (air strip), Area 2 (tour bus facility), and Area 3 (maintenance facility).

### 3.2.9 Strong, Pungent, or Noxious Odors and Their Sources

No odors were observed during the September site visit. However, during the return visit on November 18, 2022, sewage odors were observed from a sewer leak Area 4 (maintenance facility) and hydrocarbon odors were also detected in this area. It was

unclear if the hydrocarbon odors were emanating from the dammed sewage leak or the parked mobile fuel truck located in proximity to the sewage leak.

#### 3.2.10 Standing Surface Water and Pools or Sumps

No standing water was observed on the subject property. The car wash and tour bus facility were observed to have sumps in the wash bay areas. The integrity of the sumps was not assessed as part of the subject assessment.

#### 3.2.11 Drums, Totes, and Intermediate Bulk Containers

Several drums, totes, and intermediate bulk containers were observed on the property. Drums with holes and evidence of releases were observed at the tour bus facility. Drums and other bulk containers were observed at the laundromat, maintenance shop, and storage warehouse.

#### 3.2.12 Hazardous Substance and Petroleum Products Not in Connection with Identified Uses

All materials observed on the property were connected to identified uses or past uses.

#### 3.2.13 Unidentified Substance Containers

Unlabeled drums were observed at the tour bus and maintenance facilities.

#### 3.2.14 PCB-Containing Items

PCB-containing items were not observed on the subject property. However, not all of the buildings were accessed during the assessment. Based on the ages of the structures, it is reasonably suspected that PCB containing light ballasts may be present in some of the older structures.

#### 3.2.15 Heating/Cooling

Structures equipped with heating and cooling systems were present on the property. The structures are mainly heated using propane and the tour bus shop is heated by burning used oil. Evidence of buried heating oil tanks was not observed during the site visits. Records of past heating oil tanks used on the subject property were not reasonably ascertainable.

#### 3.2.16 Stains or Corrosion on Floors, Walls, and Ceilings

As part of ASTM E2247-16, not all areas of the subject property were required to be inspected. The interiors of the lodge, grocery store, fuel station, and laundromat were casually observed. No stains or corrosion were notable within these structures.

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### 3.2.17 Drains and Sumps

Several drains and sumps are associated with current uses across the subject property: lodge, laundromat, car wash, tour bus facility, grocery store, and fueling station.

### 3.2.18 Pits, Ponds, and Lagoons

Lagoons provide wastewater treatment for the Goulding's Lodge community.

### 3.2.19 Stained Soil or Pavement

Stained soil was observed beneath heavy equipment at the maintenance and tour bus facilities. Also, an active leak was observed from the community solid waste dumpster stored at the abandoned hospital building.

### 3.2.20 Stressed Vegetation

No stressed vegetation was observed on the subject property. Note, majority of vegetation had entered into dormant state due to the fall/winter season.

### 3.2.21 Solid Waste

- No solid waste was observed outside of the appropriated containers throughout the subject property, except for the hospital where significant volumes of windblown debris was observed.
- Additionally, stockpiles of debris were observed in mounds at the tour bus and maintenance facility. Suspected asbestos containing material was scattered throughout the stockpile at the maintenance facility.
- Several stockpiles of asphalt, concrete, and solids from the wash sumps were observed by the air strip.
- Solids from the car wash were also observed in proximity to the car wash.

### 3.2.22 Water/Wastewater

Outside of the municipal supply wells and sewage lagoons, no other notable water sources were observed.

### 3.2.23 Wells

No oil/gas wells were observed on the subject property. The water well houses were observed on the subject property.

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#### 3.2.24 Septic Systems or Cesspools

A cesspool was observed at the location of the sewage leak from the maintenance facility. An earthen berm had been constructed to contain the leak and allow for the seepage to infiltrate the subsurface. Several septic clean outs were observed throughout the property. It was not able to be determined if these were connected to septic tanks or if they were associated with the lagoon system.

### **3.3 Current Uses of the Subject and Adjoining Properties**

#### **North**

The subject property is bound to the north by rural residential properties that are a part of the Navajo Nation.

#### **South**

The subject property is bound to the south by the Arizona State Line and the Navajo Nation.

#### **East**

The property is bound to the east by the Navajo Nation and rural residential properties that also include several schools. Note, the entrance to Monument Valley Tribal Park is 4 miles east of the subject property.

#### **West**

The property is bound to the west by rural residential properties within the Navajo Nation.

### **4.0 Records Review**

#### **4.1 Physical Setting**

##### 4.1.1 Topography

The property is located at a general elevation of 5,301 feet above mean sea level (AMSL) (EDR Radius Map Report with GeoCheck – **Appendix D**). The general surface topography of the property slopes to the north towards the lagoons.

##### 4.1.2 Soils/Geology

The United States Department of Agriculture's (USDA) Web Soil Survey was reviewed to obtain information regarding the dominant soil compositions within proximity of the property. The information is summarized below:

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Soil Component Name: Lithic Torriorthents  
Soil Drainage Class: Well drained  
Hydric Status: Unknown  
Soil Surface Texture: fine sandy loam  
Hydrologic Group: Class D

#### 4.1.3 Surface Water Hydrology, Flood Zones and Hydrogeology

- Storm water drains west to east in a drainage wash that runs parallel to County Road 421. Where it turns north at the intersection with Oljeto Road. The wash then runs parallel to the east side of the lagoons. Stormwater ultimately discharges into Mitchell Butte Wash.
- According to historical topographic maps, a spring is located at the base of Rock Door Mesa; however, there was no observable evidence of the spring during the site visits. No perennial streams or surface water bodies were observed within the subject property boundary.
- The depth to groundwater in the area is dependent the potential for recharge of water-bearing strata. The two existing water wells are believed to be set in water-bearing sandstone and are 130 feet to 210 feet deep. The general groundwater gradient is expected to flow north towards the San Juan River.
- According to our review of the flood hazard mapping system maintained by the Federal Emergency Management Agency (FEMA) and the EDR report, the property lies within an unmapped area; see **Appendix D**.

## **4.2 Historical Records Review**

A database report was obtained from EDR to provided historic documents to determine if there were any regulatory sites on or within applicable ASTM minimum search distances (up to one-mile radius) from the property. In addition, the EDR report provided a comprehensive examination of federal, state, tribal, and other local databases. These searches meet the requirements of the *ASTM Practice E1527-21*.

### 4.2.1 Historical Use Documents and Aerial Photography

#### **Review of Aerial Photographs**

Aerial photographs were reviewed to identify past land uses and any readily apparent environmental concerns on or near the property. Historical aerial photographs were reviewed utilizing EDR's Aerial Photo Decade Package. The EDR database included aerial photographs for the years 1951, 1955, 1979, 1980, 1984, 1993, 2006, 2011, and 2016. The following table summarizes information obtained from the aerial photograph review:

Year	Subject Property	Adjoining Properties	
1951-1955	Structures are visible in proximity to current day lodge. Site use is not able to be determined; historical records indicate this was original lodge location	North	No visible development.
		South	
		East	
		West	
1979-1984	Structure visible near native soil air strip; lodge and campground are visible; hospital is visible; fuel station visible (1984).	North	Possible residential structure; lagoons present.
		South	Undeveloped.
		East	Undeveloped.
		West	Residential properties are visible.
1993, 2006, 2011, 2016	Development along air strip is visible; air strip paved (2011).	North	Additional lagoons; significant development around residential areas
		South	Undeveloped.
		East	Undeveloped.
		West	No significant changes.

#### **Review of Historical Topographic Maps**

Historical topographic maps were reviewed to identify past land uses and readily apparent environmental concerns on or near the property. EDR provided TYT with United States Geological Survey (USGS) topographic maps from 1952, 1963, 1988, 2014, 2017, and 2018/2020 (**Appendix D**). No additional information regarding the subject property and adjoining properties was gained from review of the historical topographic maps.

#### **Review of City Directories**

One of the ASTM standard historic sources to be reviewed for previous site use are local street directories, commonly known as City Directories. The purpose of the directory review is to identify past occupants of the site, adjoining properties, or nearby properties. In some rural areas, street directories information is limited. City directory reports were consulted for this property and adjoining properties for the past 30 years; see **Appendix D**. The grocery store appeared in the 2017 directory.

#### **Review of Sanborn® Maps**

Sanborn® Fire Insurance Company Maps were prepared for various communities from the late 1800s through the 1980s. These maps show addresses, structures, and other improvements, such as utilities and storage tanks, for the areas covered. Sanborn® Map coverage was not provided for the subject property; see **Appendix D**.

### 4.3 Regulatory Records Review

The following review of reasonably ascertainable environmental databases were undertaken by EDR in their Radius Map™ with GeoCheck® (**Appendix D**).

National Priorities List (NPL) – priority cleanup under the Superfund Program
Proposed NPL – Proposed priority cleanup under the Superfund Program
NPL Liens – Priority cleanup under the Superfund Program with a Lien against property
Delisted NPL – Priority cleanup under the Superfund Program that achieved No Further Action
Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) - Contains data on potentially hazardous waste sites that have been reported to the USEPA
Federal Facility - NPL sites found in CERCLIS Database where EPA Federal Facilities Restoration and Reuse Office are involved in cleanup activities.
CERC-NFRAP – CERCLIS No Further Action Planned sites
Corrective Action Report (CORRACTS) - Hazardous waste handlers with RCRA corrective action activity
ECHO – Enforcement & Compliance History Information
FINDS – Facility Index System

RCRA-TSDF – RCRA Treatment, Storage, Disposal Facility
RCRA-LQG – Large Quantity Generators
RCRA-SQG – Small Quantity Generators
RCRA-CESQG – Conditionally Exempt Small Quantity Generators
SPILLS – Hazardous Materials Spills Data
SSTS – Section 7 Tracking Systems
US Eng Controls – A listing of sites with engineering controls in place.
US Inst Control – A listing of sites with institutional controls in place
Land Use Control Information System (LUCIS) – Former Navy Base Realignment and Closure Properties
Emergency Response Notification System (ERNS) – Reported releases of oil and hazardous substances
SHWS - This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.



Solid Waste Facilities (SWF/LF)
Leaking Underground Storage Tank (LUST & LUST TRUST)
Leaking Aboveground Storage Tank Sites (LAST)
INDIAN LUST - Leaking Underground Storage Tanks on Indian Land
Listing of Underground Storage Tanks (UST)
Aboveground Storage Tanks List (AST)
INDIAN UST - Underground Storage Tanks on Indian Land
FEMA UST – FEMA Underground Storage Tank Listing
INST CONTROL - Sites with Institutional Controls such as AUL Sites
INDIAN VCP - Voluntary Cleanup Priority Listing on Indian Land
Voluntary Remediation Program Sites (VCP)
BROWNFIELDS - Brownfield's Site Listing
SHWS - This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

The following table summarizes the EDR findings for subject property:

Area 3 – Goulding's Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST

No EDR findings for properties that are within the ASTM minimum search distance from the subject property were reported for this assessment.

#### 4.3.3 Federal Water Well Records

A search of the Federal USGS Well Information database did not reveal any Federal USGS water wells recorded within 1 mile of the property.

A search of the Federal FRDS Public Water Supply (PWS) System Information database revealed no Federal FRDS public water supply well records within 1 mile of the subject property (**Appendix D**).

#### 4.3.4 State Database Well Information

No oil, gas, or water wells were reported in the EDR database for this assessment.

#### 4.3.5 Solid Waste Facilities Sites

The Solid Waste Facilities (SWF/LF) Report contains an inventory of solid waste disposal facilities or landfills. No facilities were identified within the search radius of the property.

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#### **4.4 Orphan Sites**

Orphan Sites are facilities that are considered "unmappable" because the facility information in the database is insufficient and may not report accurate facility location information. One (1) orphan site was reported within the EDR database. Upon further investigation, TYT determined that the orphan site was beyond the applicable ASTM search distance from the subject property.

#### **4.5 Public Information Request Records**

TYT submitted public information requests to the following agencies: Bureau of Indian Affairs and Navajo Nation Environmental Protection Agency. Additionally, online database searches were conducted for U.S. Environmental Protection Agency and State of Utah records. Public information request responses from the agencies and database searches are provided in **Appendix E**.

The State of Utah records provided information pertaining to the closure of the underground storage tanks at the fuel station and hospital located within the subject property. A remediation closure report for the fuel station was provided in the Utah records; however, no closure condition information for the UST at the hospital was available. Additionally, the Utah records provided information regarding a gasoline UST in use at the Seventh Day Adventist Church which is on the same parcel as the hospital. No other records or information regarding the church UST was reasonably ascertainable.

The U.S. EPA records provided information regarding the current NPDES permit for the wastewater lagoons. The records provided a summary of the history of the lagoons and documented several operational violations.

TYT has specialized knowledge related to historical Navajo Nation petroleum storage records and was able to recover records regarding the underground storage tank at the hospital. These records documented that the tank was removed, a release was observed, and the tank was illegally disposed in the surrounding desert.

#### **4.6 Previous Reports**

TYT requested records from the User and Owner regarding past investigations on the subject property. The User provided a 2013 Phase I ESA report. According to the 2013 report, the wastewater lagoons were not lined at the time of that site reconnaissance. The owner of the property did not provide any records or previous reports requested.

## **5.0 Interviews**

### **5.1 Past and Present Owners**

The owner, Wayland LaFont was interviewed during the September site visit and during several telephone interviews between him and Lavina Lamone, Senior Scientist for TYT. Mr. LaFont has been the owner of the property for 41 years; he provided the following information:

- The metal ground penetrations near the air strip are firework launchers. He installed them about a 1-foot bgs and used them during July 4<sup>th</sup> celebrations for tourists.
- He has no knowledge of underground tanks at the hospital or church even though past records indicate he was a participant in prior inspections conducted by Navajo EPA and U.S. EPA.
- A septic tank was removed from the front of the church.

### **5.2 Occupants**

Sam Francis, a resident of the west adjoining property, was interviewed during the September site visit. He indicated that a company from Cortez, Colorado buried automotive parts and other debris in proximity to his residence years ago. The site of burial is between the subject property and his residence.

Another anonymous party directed TYT staff members to where the residential community illegally disposes of their solid waste. The area is in a canyon west of the subject property within the Navajo Nation boundary.

Information regarding historical solid waste disposal practices prior to formal waste services and sewage treatment prior to the lagoons from Goulding's Lodge was unable to be obtained from any parties interviewed.

### **5.3 State and Local Government Officials**

No other government officials were interviewed for the Phase I ESA outside of the public information requests.

## **6.0 Non-scope Services**

Services beyond the scope of ASTM E2247-16 were not conducted during the subject assessment.

## 7.0 Findings and Opinions

A summary of findings for the subject ESA is provided below. Details of each finding are discussed in the sections below.

<b>SITE NAME</b>	<b>ADDRESS</b>	<b>DATABASES</b>	<b>Evaluation</b>
Area 1 - Lagoons	Wastewater Lagoons	Site Reconnaissance	Data gap for leak detection system; <b>REC</b>
Area 1 – Air Strip ASTs	Air Strip	Site Reconnaissance	Temporary ASTs with secondary containment. Not a REC
Area 1 – Debris Stockpiles In Wash	Air Strip	Site Reconnaissance	Illegal dumping of solid waste that includes solids from vehicle washes; <b>REC</b>
Area 1 – Ground Penetrations at Air Strip Entrance (Firework Launchers)	Air Strip	Site Reconnaissance	Potential for heavy metal contamination; <b>REC</b>
Area 2 - Incinerator	Tour Bus Garage	Site Reconnaissance	Data gap regarding permits and potential for release of heavy metal particulates; <b>REC</b>
Area 2 – ASTs, Drums, and Heavy Equipment	Tour Bus Garage	Site Reconnaissance	Evidence of release of petroleum hydrocarbons to environment from drum and AST; Suspected hydraulic oil release from heavy equipment; unlabeled drums; data gap for petroleum storage tank records; <b>REC</b>
Area 2 – Grocery Store Grease Traps	Grocery Store	Site Reconnaissance	Commercial food grease traps in use

SITE NAME	ADDRESS	DATABASES	Evaluation
			with evidence of release; <b>REC</b>
Area 3 – Car Wash	1000 Main Street	Site Reconnaissance	Solids removed from sump stockpiled on site; <b>REC</b>
Area 3 - Fuel Station ASTs	1000 Main Street	Site Reconnaissance	In Use Commercial Fuel Tanks with leak detection and containment. Not a REC
Area 3 –Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST	USTs closed per Utah and NNEPA standards; Not a REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST, Public Records Review, and Interviews	Gasoline tank with reported release and no further records; septic tank removed with no closure records; <b>REC</b>
Area 4 – Monument Valley Hospital	P.O.BOX 4	Site Reconnaissance	Grease traps with evidence of a release; <b>REC</b>
Area 4 – Monument Valley Hospital	Community Trash Roll Offs	Site Reconnaissance	Evidence of leaks from containers, unknown substances; <b>REC</b>
Area 4 – Seventh Day Adventist Church UST	Seventh Day Adventist Church	State of Utah Records	Reported UST still in use, no additional records available; <b>REC</b>
Area 4 – Generator Building ASTs and Dispenser	Maintenance Shop	Site Reconnaissance/ NNEPA Records	Data gap for tank records and report of a historic release; <b>REC</b>
Area 4 – Electrical Service Building	Maintenance Shop	Site Reconnaissance	Paint chips around building on surficial soil, potential for lead contamination; <b>REC</b>
Area 4 – Equipment Parking Area	Maintenance Shop	Site Reconnaissance	Sewage Line Break and Buried Solid

SITE NAME	ADDRESS	DATABASES	Evaluation
			Waste Containing Suspect Asbestos Materials; <b>REC</b>
West Adjoining Property	Residential	Site Reconnaissance/ Interviews	Report of buried automotive parts and materials, unknown contents and extents; <b>REC</b>
East Adjoining Property	Monument Valley High School	State of Utah Database Review	UST closed per Utah and NNEPA standards; Not a REC

### 7.1 Area 1

#### Lagoons

The wastewater treatment lagoons appeared in the historical aerial photographs in 1979. Records regarding their initial installation date were unable to be confirmed. However, the 2013 Phase I ESA report reviewed indicated the lagoons were unlined. A liner was visible during the September and November 2022 site visits and the current NPDES permit was reviewed. Records regarding when the liner was installed or subsurface conditions of the lagoons prior to lining were not reasonably ascertainable.

Mr. LaFont indicated he was not aware of any leak detection system for the lagoons, and the current permit and EPA database search indicated several operational violations during the permitted history of the lagoons. Also, the lagoons are plumbed to several buildings where petroleum hydrocarbons and other automotive fluids are routinely used, and to the former hospital where hazardous chemicals were likely used and disposed.

Based on the incomplete history of the unlined lagoons and the likely threat that the lagoons received petroleum products or hazardous chemicals during their operation, it is TYT's opinion that this finding represents a REC.

#### ASTs

Two (2) tanks were observed at the air strip. One tank was reported to be owned and operated by the movie production company currently filming in the area and the other tank was reported to be empty and not in use for the past 7 years. Both tanks appeared to be either double walled or have built in secondary containment.

No evidence of misuse or releases were visible during the site visits; therefore, it is TYT's opinion that this finding does not represent a REC.

#### Debris Stockpiles

Several debris piles were observed in proximity to the air strip. One burn pile was used to burn vegetation debris, and several concrete debris piles were being used as erosion control measures for the stormwater culverts. These stockpiles are not considered a threat to human health and the environment; therefore, they are not considered a REC.

A stockpile of asphalt was also observed within the disposal area. Asphalt has minimal potential for leaching petroleum hydrocarbons; therefore, impact to the subsurface is believed to be surficial and is considered a *de minimis* condition.

Large stockpiles of soil and areas where soil had been thin spread were evident in the dumping site. These are reported to be solids removed from the car wash and tour bus wash sumps. Due to the likely presence of petroleum hydrocarbons and other automotive fluids (i.e., glycols) in the solids, it is TYT's opinion that these stockpiles and the thin spread soil areas represent a release to the environment and are a REC.

#### Firework Launchers

Metal ground penetrations reported to be used as firework launchers are located near the entrance to the airstrip. Due to known heavy metal residue from used fireworks, there is a likely threat for heavy metal contamination around the launchers. TYT considers this finding to be a REC.

## **7.2 Area 2**

#### Tour Bus Facility

##### **A. Incinerator**

A decommissioned incinerator was observed at the tour bus facility property. Employees reported that the incinerator was fueled by propane. No staining or odors around the equipment were observed during the site visits. Records regarding what the incinerator was used to dispose of were not reasonably ascertainable; however, incinerators are commonly associated with heavy metal particulate fall out. Based on the likely release of heavy metal particulates in the vicinity of the incinerator, it is TYT's opinion that this finding represents a REC.

Note, remaining ash in the incinerator may also exhibit hazardous characteristics. Records regarding where the incinerator ash was disposed of were also not reasonably ascertainable.

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#### B. Petroleum Containers

One (1) above ground storage was observed under cover and in concrete secondary containment next to the tour bus maintenance shop. The tank was labeled "used oil" and was plumbed to the shop. The tank is reported to contain used oil that is used as heating oil for the shop heating system. The condition of the tank appeared to be fair and not staining was observed inside the containment; therefore, it is TYT's opinion that this finding does not represent a REC.

However, several 55-gallon drums containing petroleum hydrocarbons were found to have caused a release to the environment. Additionally, a large storage tank not in containment was observed to have caused a release to the environment too. This tank is reported to also contain used oil. These findings represent a REC.

Note, records were requested regarding the used oil storage tanks at the facility from the owner. Records were not provided nor were records available from the State of Utah. This represents a significant data gap for further opinions to be developed by the environmental professional(s) regarding the tanks.

#### C. Heavy Equipment

During the November 18, 2022, site visit a large stain was observed beneath a backhoe kept next to the maintenance shop. Due to the lack of odors in the soil and the fact that the surroundings were dry, it is TYT's opinion that the staining was a hydraulic leak from the heavy equipment; therefore, this finding is a REC.

#### Grocery Store

A commercial grade grease trap was observed behind the grocery store. A small surficial stain from the trap drain was observed on the surface. However, the perimeter soil was slightly discolored in a 2-to-3-foot radius around the trap. TYT believes this discoloration is indicative of continued releases of grease to the environment; therefore, this finding represents a REC.

### 7.3 Area 3

#### Fueling Station

The EDR database reported records for underground storage tanks removed from the facility in 2021. Records reviewed from Utah indicated that a release from the tanks was confirmed, and a subsequent remediation excavation was completed. The remediation was completed to the satisfaction of the State of Utah and Navajo Nation and a No Further Action letter was issued to the responsible party by the State of Utah. Based on this information, it is TYT's opinion that this finding does not represent a REC.



Once the underground tanks were removed, new above ground tanks were installed with new leak detection systems and secondary containment. This finding does not represent a threat to human health or the environment; therefore, this finding is not considered a REC.

#### Car Wash

An oil-water separator is operated at the car wash. The integrity of the separator was not assessed as part of the scope of work for this assessment. Additionally, the practice of removing solids from the car wash sumps and placing them on the ground next to the car wash was observed during both site visits.

Since the integrity of the oil-water separator was unable to be assessed, the environmental professional could not evaluate this finding as a REC; therefore, this represents a significant data gap for the subject facility. Furthermore, there is a high probability that the solids spread on the ground contain petroleum hydrocarbons and other automotive fluids (i.e., glycol). TYT considers this to be a release the environment; therefore, this finding represents a REC.

### **7.4 Area 4**

#### Hospital

##### **A. Underground Storage Tank**

Records related to the removal of a 1,000-gallon gasoline underground storage tank were reviewed for this assessment. The record document that the tank was illegally disposed (unknown location), and that a release from the tank was observed, and not remediated. This finding represents a REC.

##### **B. Septic Tank**

An interview with the current owner disclosed that a septic tank was removed near the front of the hospital. Records regarding the condition of the tank during removal were not provided. Due the potential for hazardous materials and petroleum products to have been disposed into the septic system, and ultimately into the associated leach field, it is TYTs opinion that this finding represents a threat of a release to the environment and is therefore a REC.

##### **C. Grease Traps**

The hospital has a small cafeteria and small commercial grease traps were located outside of the hospital. These traps were not under cover, closed, or in secondary containment. Both traps were full of oily water, and one of the traps showed clear evidence of an overflow.

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Based on the observed historical release to the environment, it is TYT's opinion that this finding represents a REC.

#### D. Community Trash Roll Off

A roll-off bin is staged behind the hospital. The community uses this as the main solid waste collection point. The roll off bin is routinely collected by Navajo Nation Sanitation. During the site visit, it was noted that the bin is not waterproof or protected from stormwater infiltration. An active leak of a dark liquid was observed from the bin. Due to the unknown contents in the bin and what comprised the leak, it is TYT's opinion that this finding represents a REC.

#### Church

State of Utah records indicated that a 1,000-gallon gasoline underground storage tank was in use at the church that is adjacent to the hospital. No other records or evidence of this tank was disclosed during this assessment. The lack of records and physical evidence of the tank limited the environmental professional in making an evaluation regarding a REC. This represents a significant data gap, and it is TYT's opinion that these circumstances are representative of a REC.

#### Maintenance Shop

##### A. Above Ground Storage Tanks

Out-of-Service above ground storage tanks and a dispenser were observed outside of the generator building. The soil around the concrete pad supporting the tanks was heavily eroded. Sections of piping from the tanks to the dispenser are exposed, and other sections remain buried. The Navajo Nation records reviewed were dated 2002, and documented instructions that the fluids in the tanks were to be removed. The record indicates that a release was observed; however, it was not clear if the reported release was from the subject aboveground tanks or the removed underground storage tank. No other records beyond 2002 were reasonably ascertainable.

Based on the conditions of the tanks, and the lack of records regarding the temporary closure of the tanks, it is TYT's opinion that this finding represents a significant data gap. Furthermore, the reported suspected release from the tanks is representative of a REC.

##### B. Lead Based Paint

The subject buildings appear to have been constructed in the 1960s-1970s, based on the review of the historical aerials. Paint chips and peeling paint were found along the perimeter of several of the buildings that comprise the maintenance shop complex.

Lead-based paint that has been released to the environment is suspected at the maintenance shop, since paint containing lead was commonly used prior to 1978. Therefore, this finding is considered a REC.

#### C. Sewer Line Break

The sewer line that leads from the maintenance shop, down the hill towards the hospital was found to have a large break, resulting in a slow discharge of fluids. An earthen berm had been constructed to confine the release, resulting in a small cesspool. This is an observed release to the environment of fluids that potentially contain petroleum hydrocarbons or hazardous materials; therefore, this finding represents a REC.

#### D. Asbestos Containing Material

A large stockpile of soil and debris is located adjacent to the sewer line break and equipment parking area. The debris in the stockpile was identified by TYT's asbestos inspector as suspected asbestos containing material. For the purpose of this assessment, this finding is considered a REC by TYT's asbestos inspector.

### 7.5 Adjoining Properties

Information related to buried debris on the western adjoining property was disclosed during this assessment. The materials buried and the extents of the debris is unknown. Therefore, there is a material threat to the subject property, and TYT considers this finding a REC.

Records related to the removal of an underground storage tank at the neighboring high school was provided in the EDR database. The tank was removed to the satisfaction of the Navajo Nation; therefore, this finding does not represent a REC.

### 8.0 Conclusions

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of *ASTM Practice E2247-16* on the subject property. Any exceptions to, or deletions from, this practice are described in *Section 1.2* of this report. This assessment has revealed significant data gaps on the subject property that limited the ability of the environmental professional(s) to render an opinion regarding whether conditions exist that are indicative of a REC. Additionally, not all buildings were accessible during the site reconnaissance of the property.

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## 9.0 Qualifications

We declare that to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 312.10 of 40 CFR Part 312 and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. The qualifications of the reviewer of this ESA are included in **Appendix F**.

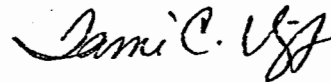
Respectfully Submitted,

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Environmental Data Resources, Inc. (EDR), September 28, 2022. Milford, CT.

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GOULDING'S LODGE  
634.2 ACRES  
MONUMENT VALLEY, SAN JUAN COUNTY, UTAH

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Figure 2, Site Map



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**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
NAVAJO HOSPITALITY ENTERPRISE  
GOULDING'S LODGE  
MONUMENT VALLEY, SAN JUAN COUNTY, UTAH**

**Executive Summary**

Tiis Yá Tóh, Inc. (TYT) conducted a Phase I Environmental Site Assessment (ESA) at a mixed-use property identified as Goulding's Lodge located in Monument Valley, San Juan County, Utah (subject property). The Phase I ESA at the property was conducted in accordance with the most recent ASTM Standard Practice (E2247-16) for forestland or rural properties. This Phase I ESA was conducted for Navajo Hospitality Enterprise, the User.

The subject property is currently owned by RGJ Corporation and consists of approximately 634.2 acres located in the vicinity of County Road 421 and Oljeto Road intersection. The property is further identified by San Juan County Tax Assessor under tax identification number 43S15E360000.

**Scope of Work**

In accordance with the Scope of Services, the Phase I ESA contains the following with a brief description of each activity: 1) A regulatory agency database search and records review of federal, state, and county databases, records and lists; 2) A summary of findings of TYT's on-site reconnaissance; 3) User Questionnaires and Interviews; 4) A site description that includes the location and legal description of the property; a description of site topography, soils and geology, surface water hydrology, hydrogeology; current and past uses of the property; and 5) an evaluation that documents TYT's opinions and conclusions and summarizes the significant findings of the Phase I ESA including identification of recognized environmental conditions (RECs).

The following table summarizes the completion date and expiration date per the E2247-16 for the scope of services:

<b>Activity</b>	<b>Date Completed</b>	<b>Expiration Date</b>
Records Review	September 28, 2022	March 28, 2023
Site Reconnaissance	October 20 and November 18, 2022	May 18, 2023
Interviews	October 20, 2022	April 20, 2022
Report	November 30, 2022	November 30, 2023

## Evaluation

Due to the large acreage, the subject property was divided into four (4) areas:

- Area 1- Airstrip and Lagoons
- Area 2 – Villas, Tour Bus Facilities, Grocery Store, and Laundromat
- Area 3 – Hotel and Fueling Station
- Area 4- Campsites, Maintenance Facilities, Housing, and Other Buildings (without direct association with the lodge).

After site reconnaissance of the property; reviewing the available information regarding the property and adjoining properties; and conducting interviews with multiple parties and agencies; TYT identified the following findings associated with the subject property:

<b>SITE NAME</b>	<b>ADDRESS</b>	<b>DATABASES</b>	<b>Evaluation</b>
Area 1 - Lagoons	Wastewater Lagoons	Site Reconnaissance	Data gap for leak detection system; <b>REC</b>
Area 1 – Air Strip ASTs	Air Strip	Site Reconnaissance	Temporary ASTs with secondary containment. Not a REC
Area 1 – Debris Stockpiles In Wash	Air Strip	Site Reconnaissance	Illegal dumping of solid waste that includes solids from vehicle washes; <b>REC</b>
Area 1 – Ground Penetrations at Air Strip Entrance (Firework Launchers)	Air Strip	Site Reconnaissance	Potential for heavy metal contamination; <b>REC</b>
Area 2 - Incinerator	Tour Bus Garage	Site Reconnaissance	Data gap regarding permits and potential for release of heavy metal particulates; <b>REC</b>
Area 2 – ASTs, Drums, and Heavy Equipment	Tour Bus Garage	Site Reconnaissance	Evidence of release of petroleum hydrocarbons to environment from drum and AST;

SITE NAME	ADDRESS	DATABASES	Evaluation
			Suspected hydraulic oil release from heavy equipment; unlabeled drums; data gap for petroleum storage tank records; <b>REC</b>
Area 2 – Grocery Store Grease Traps	Grocery Store	Site Reconnaissance	Commercial food grease traps in use with evidence of release; <b>REC</b>
Area 3 – Car Wash	1000 Main Street	Site Reconnaissance	Solids removed from sump stockpiled on site; <b>REC</b>
Area 3 - Fuel Station ASTs	1000 Main Street	Site Reconnaissance	In Use Commercial Fuel Tanks with leak detection and containment. Not a REC
Area 3 –Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST	USTs closed per Utah and NNEPA standards; Not a REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST, Public Records Review, and Interviews	Gasoline tank with reported release and no further records; septic tank removed with no closure records; <b>REC</b>
Area 4 – Monument Valley Hospital	P.O.BOX 4	Site Reconnaissance	Grease traps with evidence of a release; <b>REC</b>
Area 4 – Monument Valley Hospital	Community Trash Roll Offs	Site Reconnaissance	Evidence of leaks from containers, unknown substances; <b>REC</b>
Area 4 – Seventh Day Adventist Church UST	Seventh Day Adventist Church	State of Utah Records	Reported UST still in use, no additional records available; <b>REC</b>

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 4 – Generator Building ASTs and Dispenser	Maintenance Shop	Site Reconnaissance/ NNEPA Records	Data gap for tank records and report of a historic release; <b>REC</b>
Area 4 – Electrical Service Building	Maintenance Shop	Site Reconnaissance	Paint chips around building on surficial soil, potential for lead contamination; <b>REC</b>
Area 4 – Equipment Parking Area	Maintenance Shop	Site Reconnaissance	Sewage Line Break and Buried Solid Waste Containing Suspect Asbestos Materials; <b>REC</b>
West Adjoining Property	Residential	Site Reconnaissance/ Interviews	Report of buried automotive parts and materials, unknown contents and extents; <b>REC</b>
East Adjoining Property	Monument Valley High School	State of Utah Database Review	UST closed per Utah and NNEPA standards; Not a REC

Note, the remaining land between the Arizona state line and the rock outcrop was also assessed. No findings were identified in this parcel which is designated for recreational purposes only.

#### Limitations

Significant data gaps in records pertaining to several storage tanks, septic tanks, and the wastewater lagoons limited the ability of the environmental professional to render an opinion regarding whether conditions exist that are indicative of a REC. Additionally, not all buildings were accessible during the site reconnaissance of the property.

Note, per the applicable ASTM standard, the subject assessment excludes the following evaluations that could potentially affect the subject property: asbestos-containing building materials; indoor air quality; lead-based paint; mold or microbial growth conditions; PCB-containing building materials; and emerging contaminants such as perfluoroalkyl and polyfluoroalkyl substances (PFAS).

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**Continuing Obligations**

Under the All-Appropriate Inquiry Rule (AAI), future and continuing obligations are required to maintain landowner liability protections under CERCLA. Specifically, complying with land use restrictions and institutional controls; taking reasonable steps with respect to hazardous substance releases; providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration; complying with information requests and administrative subpoenas; and providing legally required notices.

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## 1.0 Introduction

Tiis Yá Tóh, Inc. (TYT), pursuant to its Proposal dated September 14, 2022, and approved by the User on September 19, 2022, conducted a Phase I Environmental Site Assessment (ESA) at a mixed-use property identified as Goulding's Lodge located in Monument Valley, San Juan County, Utah (subject property). The Phase I ESA at the property was conducted in accordance with the most recent ASTM Standard Practice (E2247-16) for forestland or rural properties. This Phase I ESA was conducted for Navajo Hospitality Enterprise, the User. Acronyms and terms used in this ESA are defined in **Appendix A**.

The subject property consists of 634.2 acres and is described as being located in Section 36, Township 43 South, Range 15 East. The property is set around County Road 421 and Oljeto Road intersection. The property is further identified by San Juan County Tax Assessor under tax identification number 43S15E360000. The location is illustrated in **Figure 1, Vicinity Map**.

### 1.1 Purpose and Scope of Services

The purpose of this Phase I ESA was to evaluate current and/or prior activities conducted at the property to permit a user to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defense to liability under CERCLA, 42 U.S.C. §9601. To achieve this purpose, the ESA sought to identify any existing recognized environmental conditions (RECs) on or potentially affecting the subject property. In this ESA, the presence or absence of Historical, Controlled, and existing RECs (HRECs, CRECs, respectively) were undertaken through user provided information; historical and physical records reviews; regulatory database reviews; interviews with existing and former users of the property and local government personnel; and a visual, noninvasive reconnaissance of the property and adjoining properties by standard industry practice for the performance of Phase I ESA as set forth by ASTM 2247-16.

### 1.2 Limitations

Phase I ESAs, such as the one performed for the subject property, are noninvasive, and cannot eliminate the potential that hazardous substances or petroleum products are present or have been released at the site beyond what is identified by the ASTM procedures followed in conducting this ESA. No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs.

In addition, this ESA did not include sampling and/or analysis of soil, groundwater, or air and other invasive assessments; verification of compliance with land use permits; archaeological concerns; endangered or threatened species; or a business environmental risk evaluation, or other services not particularly identified and discussed herein. Pertinent documents are referred to in the text of this report. All reasonable attempts were made to obtain information concerning the past use of the property and nearby properties. Information obtained for this ESA was received from several sources believed to be reliable; nonetheless, the authenticity or reliability of these sources cannot and is not warranted hereunder.

The identified limitations, in our opinion, did preclude TYT from assessing the presence or absence of RECs on or at the property. Significant data gaps were identified during the completion of the Phase I ESA for the subject property. It should be recognized that an evaluation of significant data gaps is based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our conclusions, recommendations, or opinions.

Finally, this report represents our service to the User as of the report date and constitutes our final document; its text may not be altered after final issuance. Findings in this report are based upon the site's current utilization, information derived from the most recent reconnaissance and from other activities described herein; such information is subject to change. TYT cannot certify or document any change in environmental conditions which may result after the date of this assessment, other than those noted in this report. Certain indicators of the presence of hazardous substances or petroleum products may have been latent, inaccessible, unobservable, or not present during the most recent reconnaissance and may subsequently become observable (such as after site renovation or development).

### **1.3 Significant Assumptions**

There is a possibility that even with the proper application of these methodologies that there may be conditions that exist on the subject property that could not be identified within the scope of the assessment, or which were not reasonably identifiable from the available information. TYT believes that the information obtained from the record review and the interviews concerning the subject property is reliable. However, TYT cannot and does not warrant or guarantee that the information provided by these sources is accurate or complete. The methodologies of this assessment are not intended to produce all-inclusive or comprehensive results, but rather to provide the User with information relating to the subject property.

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#### **1.4 Special Terms and Conditions**

This Phase I ESA was prepared for the exclusive use and reliance by Navajo Nation Hospitality Enterprise. Reliance on the ESA by the User and all authorized parties will be subject to the terms, conditions, and limitations stated in the Phase I ESA proposal, Phase I ESA report, and TYT's Agreement for Services.

Continued viability of this report is subject to ASTM E2247-16. If the ESA will be used by a different user (third party) than for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in ASTM E2247-16.

#### **2.0 User Provided Information**

According to the ASTM E2247-16 standard, certain tasks that may help identify the presence of RECs associated with the property are generally conducted by the Phase I ESA User. These tasks include: providing, or authorizing the environmental professional to obtain recorded land title records for environmental liens or activity and land use limitations; providing specialized knowledge related to RECs at the property (e.g., information about previous ownership or environmental litigation); providing commonly known or reasonably ascertainable information within the local community about the property that is material to RECs in connection with the property; and informing the environmental professional if, as believed by the User, the purchase price of the property is lower than the fair market value due to contamination. Information provided by the User is summarized below.

##### **2.1 Title Records, Environmental Liens, and Activity and Use Limitations**

Title information associated with a review of title and judicial records for environmental liens or activity and use limitations (AULs) associated with the property were provided by the User of the subject ESA. No AULs or environmental liens were reported for the subject property.

##### **2.2 User Questionnaire Responses**

Ashley Bailey-Bonner, Project Manager for Navajo Hospitality Enterprise, completed the User Questionnaire on September 29, 2022. Ms. Bonner indicated the User is aware of underground storage tanks (USTs) being removed at the campground and fueling station. No other environmental concerns were known or disclosed by the User. A copy of the intended User Questionnaire is provided in **Appendix B Questionnaires**.



### **3.0 Site Reconnaissance**

#### **3.1 Methodology and Limiting Conditions**

TYT representatives, Lavina Lamone and Chasitty Todacheenie conducted a site reconnaissance of the property on November 15 and 16, 2022. A follow up visit was conducted by Ms. Lamone and Tami Knight, CHMM, on November 18, 2022. Adjoining properties were visually inspected from publicly accessible rights-of-ways, where applicable. Site photography documenting the site reconnaissance is appended (**Appendix C**).

#### **3.2 Subject Property**

Multiple points provide access to the subject property. County Road 421 and Oljeto Road intersection is the central axis to the 634.2 acres. The property's multiple surfaces include native soil, graveled dirt roads, and asphalt paving. Main structures on the subject property include lodge, museum, campground, airstrip, tour bus facilities, maintenance shop, abandoned hospital, and housing. A site layout, featuring the most recent aerial photography, is included as **Figure 2, Site Map**.

Due to the large acreage and to assist with the discussion of findings for this report, the subject property was divided into four (4) areas:

- Area 1– Airstrip and Lagoons
- Area 2 – Villas, Bus Garage, and Laundromat
- Area 3 – Hotel, Fueling Station, and Grocery Store
- Area 4 – Campsites, Maintenance Facilities, Housing, and Other Buildings (without direct association with the lodge).

##### 3.2.1 Current Use of the Property

At the time of the site visit, the property was occupied by Goulding's Lodge and several satellite businesses including a fuel station, grocery store, and laundromat.

##### 3.2.2 Physical Setting Conditions

The topography in the Monument Valley area varies from relatively flat to sharp vertical rises with the many buttes, mesas, and other rock formations in the area. Area 1 is relatively flat; Area 2 generally slopes west to east towards Area 1; Area 3 (the lodge) sits elevated and slopes south to north towards Area 1; and Area 4 includes properties constructed on the rock formations and slopes to the east towards Area 1.

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### 3.2.3 Structures and Other Improvements

The subject property includes several commercial businesses and residential structures. Several abandoned structures are also present including a former school, hospital, and church. A building occupied by Utah State University is also occupied within the subject property boundary.

### 3.2.4 Roads

County Road 421 and Oljeto Road provide the main points of access for smaller roads throughout the property. Majority of the roads are paved with asphalt with the exception of the graveled road that leads to the air strip and lagoons.

### 3.2.5 Potable Water Supply/Source

Water supply/source is provided by municipal water wells.

### 3.2.6 Sewage Disposal System

The sewage for the Goulding's Lodge community is maintained by a lagoon system. The system is permitted under the National Pollutant Discharge Elimination System (NPDES) as permit number NN0025178. Several violations, due to operational errors, have been reported over the history of the wastewater treatment system.

### 3.2.7 Hazardous Substance and Petroleum Products in Connection with Identified Uses

Petroleum based products in connection with identified uses were observed throughout the property. For example, the fuel station has large above ground storage tanks in secondary containment; the car wash has an oil/water separator; the tour bus maintenance facility includes used oil tanks that are used for heating the building in this area.

### 3.2.8 Storage Tanks

No evidence of underground storage tanks was observed. Above ground storage tanks, as previously discussed, were observed throughout the property. Abandoned storage tanks were seen in Area 1 (air strip), Area 2 (tour bus facility), and Area 3 (maintenance facility).

### 3.2.9 Strong, Pungent, or Noxious Odors and Their Sources

No odors were observed during the September site visit. However, during the return visit on November 18, 2022, sewage odors were observed from a sewer leak Area 4 (maintenance facility) and hydrocarbon odors were also detected in this area. It was

unclear if the hydrocarbon odors were emanating from the dammed sewage leak or the parked mobile fuel truck located in proximity to the sewage leak.

#### 3.2.10 Standing Surface Water and Pools or Sumps

No standing water was observed on the subject property. The car wash and tour bus facility were observed to have sumps in the wash bay areas. The integrity of the sumps was not assessed as part of the subject assessment.

#### 3.2.11 Drums, Totes, and Intermediate Bulk Containers

Several drums, totes, and intermediate bulk containers were observed on the property. Drums with holes and evidence of releases were observed at the tour bus facility. Drums and other bulk containers were observed at the laundromat, maintenance shop, and storage warehouse.

#### 3.2.12 Hazardous Substance and Petroleum Products Not in Connection with Identified Uses

All materials observed on the property were connected to identified uses or past uses.

#### 3.2.13 Unidentified Substance Containers

Unlabeled drums were observed at the tour bus and maintenance facilities.

#### 3.2.14 PCB-Containing Items

PCB-containing items were not observed on the subject property. However, not all of the buildings were accessed during the assessment. Based on the ages of the structures, it is reasonably suspected that PCB containing light ballasts may be present in some of the older structures.

#### 3.2.15 Heating/Cooling

Structures equipped with heating and cooling systems were present on the property. The structures are mainly heated using propane and the tour bus shop is heated by burning used oil. Evidence of buried heating oil tanks was not observed during the site visits. Records of past heating oil tanks used on the subject property were not reasonably ascertainable.

#### 3.2.16 Stains or Corrosion on Floors, Walls, and Ceilings

As part of ASTM E2247-16, not all areas of the subject property were required to be inspected. The interiors of the lodge, grocery store, fuel station, and laundromat were casually observed. No stains or corrosion were notable within these structures.

### 3.2.17 Drains and Sumps

Several drains and sumps are associated with current uses across the subject property: lodge, laundromat, car wash, tour bus facility, grocery store, and fueling station.

### 3.2.18 Pits, Ponds, and Lagoons

Lagoons provide wastewater treatment for the Goulding's Lodge community.

### 3.2.19 Stained Soil or Pavement

Stained soil was observed beneath heavy equipment at the maintenance and tour bus facilities. Also, an active leak was observed from the community solid waste dumpster stored at the abandoned hospital building.

### 3.2.20 Stressed Vegetation

No stressed vegetation was observed on the subject property. Note, majority of vegetation had entered into dormant state due to the fall/winter season.

### 3.2.21 Solid Waste

- No solid waste was observed outside of the appropriated containers throughout the subject property, except for the hospital where significant volumes of windblown debris was observed.
- Additionally, stockpiles of debris were observed in mounds at the tour bus and maintenance facility. Suspected asbestos containing material was scattered throughout the stockpile at the maintenance facility.
- Several stockpiles of asphalt, concrete, and solids from the wash sumps were observed by the air strip.
- Solids from the car wash were also observed in proximity to the car wash.

### 3.2.22 Water/Wastewater

Outside of the municipal supply wells and sewage lagoons, no other notable water sources were observed.

### 3.2.23 Wells

No oil/gas wells were observed on the subject property. The water well houses were observed on the subject property.

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#### 3.2.24 Septic Systems or Cesspools

A cesspool was observed at the location of the sewage leak from the maintenance facility. An earthen berm had been constructed to contain the leak and allow for the seepage to infiltrate the subsurface. Several septic clean outs were observed throughout the property. It was not able to be determined if these were connected to septic tanks or if they were associated with the lagoon system.

### **3.3 Current Uses of the Subject and Adjoining Properties**

#### **North**

The subject property is bound to the north by rural residential properties that are a part of the Navajo Nation.

#### **South**

The subject property is bound to the south by the Arizona State Line and the Navajo Nation.

#### **East**

The property is bound to the east by the Navajo Nation and rural residential properties that also include several schools. Note, the entrance to Monument Valley Tribal Park is 4 miles east of the subject property.

#### **West**

The property is bound to the west by rural residential properties within the Navajo Nation.

### **4.0 Records Review**

#### **4.1 Physical Setting**

##### 4.1.1 Topography

The property is located at a general elevation of 5,301 feet above mean sea level (AMSL) (EDR Radius Map Report with GeoCheck – **Appendix D**). The general surface topography of the property slopes to the north towards the lagoons.

##### 4.1.2 Soils/Geology

The United States Department of Agriculture's (USDA) Web Soil Survey was reviewed to obtain information regarding the dominant soil compositions within proximity of the property. The information is summarized below:

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Soil Component Name: Lithic Torriorthents  
Soil Drainage Class: Well drained  
Hydric Status: Unknown  
Soil Surface Texture: fine sandy loam  
Hydrologic Group: Class D

#### 4.1.3 Surface Water Hydrology, Flood Zones and Hydrogeology

- Storm water drains west to east in a drainage wash that runs parallel to County Road 421. Where it turns north at the intersection with Oljeto Road. The wash then runs parallel to the east side of the lagoons. Stormwater ultimately discharges into Mitchell Butte Wash.
- According to historical topographic maps, a spring is located at the base of Rock Door Mesa; however, there was no observable evidence of the spring during the site visits. No perennial streams or surface water bodies were observed within the subject property boundary.
- The depth to groundwater in the area is dependent the potential for recharge of water-bearing strata. The two existing water wells are believed to be set in water-bearing sandstone and are 130 feet to 210 feet deep. The general groundwater gradient is expected to flow north towards the San Juan River.
- According to our review of the flood hazard mapping system maintained by the Federal Emergency Management Agency (FEMA) and the EDR report, the property lies within an unmapped area; see **Appendix D**.

#### **4.2 Historical Records Review**

A database report was obtained from EDR to provided historic documents to determine if there were any regulatory sites on or within applicable ASTM minimum search distances (up to one-mile radius) from the property. In addition, the EDR report provided a comprehensive examination of federal, state, tribal, and other local databases. These searches meet the requirements of the ASTM Practice E1527-21.

##### 4.2.1 Historical Use Documents and Aerial Photography

##### **Review of Aerial Photographs**

Aerial photographs were reviewed to identify past land uses and any readily apparent environmental concerns on or near the property. Historical aerial photographs were reviewed utilizing EDR's Aerial Photo Decade Package. The EDR database Included aerial photographs for the years 1951, 1955, 1979, 1980, 1984, 1993, 2006, 2011, and 2016. The following table summarizes information obtained from the aerial photograph review:

Year	Subject Property	Adjoining Properties	
1951-1955	Structures are visible in proximity to current day lodge. Site use is not able to be determined; historical records indicate this was original lodge location	North	No visible development.
		South	
		East	
		West	
1979-1984	Structure visible near native soil air strip; lodge and campground are visible; hospital is visible; fuel station visible (1984).	North	Possible residential structure; lagoons present.
		South	Undeveloped.
		East	Undeveloped.
		West	Residential properties are visible.
1993, 2006, 2011, 2016	Development along air strip is visible; air strip paved (2011).	North	Additional lagoons; significant development around residential areas
		South	Undeveloped.
		East	Undeveloped.
		West	No significant changes.

#### **Review of Historical Topographic Maps**

Historical topographic maps were reviewed to identify past land uses and readily apparent environmental concerns on or near the property. EDR provided TYT with United States Geological Survey (USGS) topographic maps from 1952, 1963, 1988, 2014, 2017, and 2018/2020 (**Appendix D**). No additional information regarding the subject property and adjoining properties was gained from review of the historical topographic maps.

#### **Review of City Directories**

One of the ASTM standard historic sources to be reviewed for previous site use are local street directories, commonly known as City Directories. The purpose of the directory review is to identify past occupants of the site, adjoining properties, or nearby properties. In some rural areas, street directories information is limited. City directory reports were consulted for this property and adjoining properties for the past 30 years; see **Appendix D**. The grocery store appeared in the 2017 directory.

#### **Review of Sanborn® Maps**

Sanborn® Fire Insurance Company Maps were prepared for various communities from the late 1800s through the 1980s. These maps show addresses, structures, and other improvements, such as utilities and storage tanks, for the areas covered. Sanborn® Map coverage was not provided for the subject property; see **Appendix D**.

### 4.3 Regulatory Records Review

The following review of reasonably ascertainable environmental databases were undertaken by EDR in their Radius Map™ with GeoCheck® (**Appendix D**).

National Priorities List (NPL) – priority cleanup under the Superfund Program
Proposed NPL – Proposed priority cleanup under the Superfund Program
NPL Liens – Priority cleanup under the Superfund Program with a Lien against property
Delisted NPL – Priority cleanup under the Superfund Program that achieved No Further Action
Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) - Contains data on potentially hazardous waste sites that have been reported to the USEPA
Federal Facility - NPL sites found in CERCLIS Database where EPA Federal Facilities Restoration and Reuse Office are involved in cleanup activities.
CERC-NFRAP – CERCLIS No Further Action Planned sites
Corrective Action Report (CORRACTS) - Hazardous waste handlers with RCRA corrective action activity
ECHO – Enforcement & Compliance History Information
FINDS – Facility Index System

RCRA-TSDF – RCRA Treatment, Storage, Disposal Facility
RCRA-LQG – Large Quantity Generators
RCRA-SQG – Small Quantity Generators
RCRA-CESQG – Conditionally Exempt Small Quantity Generators
SPILLS – Hazardous Materials Spills Data
SSTS – Section 7 Tracking Systems
US Eng Controls – A listing of sites with engineering controls in place.
US Inst Control – A listing of sites with institutional controls in place
Land Use Control Information System (LUCIS) – Former Navy Base Realignment and Closure Properties
Emergency Response Notification System (ERNS) – Reported releases of oil and hazardous substances
SHWS - This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.



Solid Waste Facilities (SWF/LF)
Leaking Underground Storage Tank (LUST & LUST TRUST)
Leaking Aboveground Storage Tank Sites (LAST)
INDIAN LUST - Leaking Underground Storage Tanks on Indian Land
Listing of Underground Storage Tanks (UST)
Aboveground Storage Tanks List (AST)
INDIAN UST - Underground Storage Tanks on Indian Land
FEMA UST - FEMA Underground Storage Tank Listing
INST CONTROL - Sites with Institutional Controls such as AUL Sites
INDIAN VCP - Voluntary Cleanup Priority Listing on Indian Land
Voluntary Remediation Program Sites (VCP)
BROWNFIELDS - Brownfield's Site Listing
SHWS - This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

The following table summarizes the EDR findings for subject property:

Area 3 - Goulding's Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST
Area 4 - Monument Valley Hospital	P.O.BOX 4	INDIAN UST

No EDR findings for properties that are within the ASTM minimum search distance from the subject property were reported for this assessment.

#### 4.3.3 Federal Water Well Records

A search of the Federal USGS Well Information database did not reveal any Federal USGS water wells recorded within 1 mile of the property.

A search of the Federal FRDS Public Water Supply (PWS) System Information database revealed no Federal FRDS public water supply well records within 1 mile of the subject property (**Appendix D**).

#### 4.3.4 State Database Well Information

No oil, gas, or water wells were reported in the EDR database for this assessment.

#### 4.3.5 Solid Waste Facilities Sites

The Solid Waste Facilities (SWF/LF) Report contains an inventory of solid waste disposal facilities or landfills. No facilities were identified within the search radius of the property.

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#### **4.4 Orphan Sites**

Orphan Sites are facilities that are considered "unmappable" because the facility information in the database is insufficient and may not report accurate facility location information. One (1) orphan site was reported within the EDR database. Upon further investigation, TYT determined that the orphan site was beyond the applicable ASTM search distance from the subject property.

#### **4.5 Public Information Request Records**

TYT submitted public information requests to the following agencies: Bureau of Indian Affairs and Navajo Nation Environmental Protection Agency. Additionally, online database searches were conducted for U.S. Environmental Protection Agency and State of Utah records. Public information request responses from the agencies and database searches are provided in **Appendix E**.

The State of Utah records provided information pertaining to the closure of the underground storage tanks at the fuel station and hospital located within the subject property. A remediation closure report for the fuel station was provided in the Utah records; however, no closure condition information for the UST at the hospital was available. Additionally, the Utah records provided information regarding a gasoline UST in use at the Seventh Day Adventist Church which is on the same parcel as the hospital. No other records or information regarding the church UST was reasonably ascertainable.

The U.S. EPA records provided information regarding the current NPDES permit for the wastewater lagoons. The records provided a summary of the history of the lagoons and documented several operational violations.

TYT has specialized knowledge related to historical Navajo Nation petroleum storage records and was able to recover records regarding the underground storage tank at the hospital. These records documented that the tank was removed, a release was observed, and the tank was illegally disposed in the surrounding desert.

#### **4.6 Previous Reports**

TYT requested records from the User and Owner regarding past investigations on the subject property. The User provided a 2013 Phase I ESA report. According to the 2013 report, the wastewater lagoons were not lined at the time of that site reconnaissance. The owner of the property did not provide any records or previous reports requested.

## **5.0 Interviews**

### **5.1 Past and Present Owners**

The owner, Wayland LaFont was interviewed during the September site visit and during several telephone interviews between him and Lavina Lamone, Senior Scientist for TYT. Mr. LaFont has been the owner of the property for 41 years; he provided the following information:

- The metal ground penetrations near the air strip are firework launchers. He installed them about a 1-foot bgs and used them during July 4<sup>th</sup> celebrations for tourists.
- He has no knowledge of underground tanks at the hospital or church even though past records indicate he was a participant in prior inspections conducted by Navajo EPA and U.S. EPA.
- A septic tank was removed from the front of the church.

### **5.2 Occupants**

Sam Francis, a resident of the west adjoining property, was interviewed during the September site visit. He indicated that a company from Cortez, Colorado buried automotive parts and other debris in proximity to his residence years ago. The site of burial is between the subject property and his residence.

Another anonymous party directed TYT staff members to where the residential community illegally disposes of their solid waste. The area is in a canyon west of the subject property within the Navajo Nation boundary.

Information regarding historical solid waste disposal practices prior to formal waste services and sewage treatment prior to the lagoons from Goulding's Lodge was unable to be obtained from any parties interviewed.

### **5.3 State and Local Government Officials**

No other government officials were interviewed for the Phase I ESA outside of the public information requests.

## **6.0 Non-scope Services**

Services beyond the scope of ASTM E2247-16 were not conducted during the subject assessment.

## 7.0 Findings and Opinions

A summary of findings for the subject ESA is provided below. Details of each finding are discussed in the sections below.

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 1 - Lagoons	Wastewater Lagoons	Site Reconnaissance	Data gap for leak detection system; <b>REC</b>
Area 1 – Air Strip ASTs	Air Strip	Site Reconnaissance	Temporary ASTs with secondary containment. Not a REC
Area 1 – Debris Stockpiles In Wash	Air Strip	Site Reconnaissance	Illegal dumping of solid waste that includes solids from vehicle washes; <b>REC</b>
Area 1 – Ground Penetrations at Air Strip Entrance (Firework Launchers)	Air Strip	Site Reconnaissance	Potential for heavy metal contamination; <b>REC</b>
Area 2 - Incinerator	Tour Bus Garage	Site Reconnaissance	Data gap regarding permits and potential for release of heavy metal particulates; <b>REC</b>
Area 2 – ASTs, Drums, and Heavy Equipment	Tour Bus Garage	Site Reconnaissance	Evidence of release of petroleum hydrocarbons to environment from drum and AST; Suspected hydraulic oil release from heavy equipment; unlabeled drums; data gap for petroleum storage tank records; <b>REC</b>
Area 2 – Grocery Store Grease Traps	Grocery Store	Site Reconnaissance	Commercial food grease traps in use

<b>SITE NAME</b>	<b>ADDRESS</b>	<b>DATABASES</b>	<b>Evaluation</b>
			with evidence of release; <b>REC</b>
Area 3 – Car Wash	1000 Main Street	Site Reconnaissance	Solids removed from sump stockpiled on site; <b>REC</b>
Area 3 - Fuel Station ASTs	1000 Main Street	Site Reconnaissance	In Use Commercial Fuel Tanks with leak detection and containment. Not a REC
Area 3 –Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST	USTs closed per Utah and NNEPA standards; Not a REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST, Public Records Review, and Interviews	Gasoline tank with reported release and no further records; septic tank removed with no closure records; <b>REC</b>
Area 4 – Monument Valley Hospital	P.O.BOX 4	Site Reconnaissance	Grease traps with evidence of a release; <b>REC</b>
Area 4 – Monument Valley Hospital	Community Trash Roll Offs	Site Reconnaissance	Evidence of leaks from containers, unknown substances; <b>REC</b>
Area 4 – Seventh Day Adventist Church UST	Seventh Day Adventist Church	State of Utah Records	Reported UST still in use, no additional records available; <b>REC</b>
Area 4 – Generator Building ASTs and Dispenser	Maintenance Shop	Site Reconnaissance/ NNEPA Records	Data gap for tank records and report of a historic release; <b>REC</b>
Area 4 – Electrical Service Building	Maintenance Shop	Site Reconnaissance	Paint chips around building on surficial soil, potential for lead contamination; <b>REC</b>
Area 4 – Equipment Parking Area	Maintenance Shop	Site Reconnaissance	Sewage Line Break and Buried Solid

SITE NAME	ADDRESS	DATABASES	Evaluation
			Waste Containing Suspect Asbestos Materials; <b>REC</b>
West Adjoining Property	Residential	Site Reconnaissance/ Interviews	Report of buried automotive parts and materials, unknown contents and extents; <b>REC</b>
East Adjoining Property	Monument Valley High School	State of Utah Database Review	UST closed per Utah and NNEPA standards; Not a REC

## 7.1 Area 1

### Lagoons

The wastewater treatment lagoons appeared in the historical aerial photographs in 1979. Records regarding their initial installation date were unable to be confirmed. However, the 2013 Phase I ESA report reviewed indicated the lagoons were unlined. A liner was visible during the September and November 2022 site visits and the current NPDES permit was reviewed. Records regarding when the liner was installed or subsurface conditions of the lagoons prior to lining were not reasonably ascertainable.

Mr. LaFont indicated he was not aware of any leak detection system for the lagoons, and the current permit and EPA database search indicated several operational violations during the permitted history of the lagoons. Also, the lagoons are plumbed to several buildings where petroleum hydrocarbons and other automotive fluids are routinely used, and to the former hospital where hazardous chemicals were likely used and disposed.

Based on the incomplete history of the unlined lagoons and the likely threat that the lagoons received petroleum products or hazardous chemicals during their operation, it is TYT's opinion that this finding represents a REC.

### ASTs

Two (2) tanks were observed at the air strip. One tank was reported to be owned and operated by the movie production company currently filming in the area and the other tank was reported to be empty and not in use for the past 7 years. Both tanks appeared to be either double walled or have built in secondary containment.

No evidence of misuse or releases were visible during the site visits; therefore, it is TYT's opinion that this finding does not represent a REC.

#### Debris Stockpiles

Several debris piles were observed in proximity to the air strip. One burn pile was used to burn vegetation debris, and several concrete debris piles were being used as erosion control measures for the stormwater culverts. These stockpiles are not considered a threat to human health and the environment; therefore, they are not considered a REC.

A stockpile of asphalt was also observed within the disposal area. Asphalt has minimal potential for leaching petroleum hydrocarbons; therefore, impact to the subsurface is believed to be surficial and is considered a *de minimis* condition.

Large stockpiles of soil and areas where soil had been thin spread were evident in the dumping site. These are reported to be solids removed from the car wash and tour bus wash sumps. Due to the likely presence of petroleum hydrocarbons and other automotive fluids (i.e., glycols) in the solids, it is TYT's opinion that these stockpiles and the thin spread soil areas represent a release to the environment and are a REC.

#### Firework Launchers

Metal ground penetrations reported to be used as firework launchers are located near the entrance to the airstrip. Due to known heavy metal residue from used fireworks, there is a likely threat for heavy metal contamination around the launchers. TYT considers this finding to be a REC.

## **7.2 Area 2**

#### Tour Bus Facility

##### **A. Incinerator**

A decommissioned incinerator was observed at the tour bus facility property. Employees reported that the incinerator was fueled by propane. No staining or odors around the equipment were observed during the site visits. Records regarding what the incinerator was used to dispose of were not reasonably ascertainable; however, incinerators are commonly associated with heavy metal particulate fall out. Based on the likely release of heavy metal particulates in the vicinity of the incinerator, it is TYT's opinion that this finding represents a REC.

Note, remaining ash in the incinerator may also exhibit hazardous characteristics. Records regarding where the incinerator ash was disposed of were also not reasonably ascertainable.

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### B. Petroleum Containers

One (1) above ground storage was observed under cover and in concrete secondary containment next to the tour bus maintenance shop. The tank was labeled "used oil" and was plumbed to the shop. The tank is reported to contain used oil that is used as heating oil for the shop heating system. The condition of the tank appeared to be fair and not staining was observed inside the containment; therefore, it is TYT's opinion that this finding does not represent a REC.

However, several 55-gallon drums containing petroleum hydrocarbons were found to have caused a release to the environment. Additionally, a large storage tank not in containment was observed to have caused a release to the environment too. This tank is reported to also contain used oil. These findings represent a REC.

Note, records were requested regarding the used oil storage tanks at the facility from the owner. Records were not provided nor were records available from the State of Utah. This represents a significant data gap for further opinions to be developed by the environmental professional(s) regarding the tanks.

### C. Heavy Equipment

During the November 18, 2022, site visit a large stain was observed beneath a backhoe kept next to the maintenance shop. Due to the lack of odors in the soil and the fact that the surroundings were dry, it is TYT's opinion that the staining was a hydraulic leak from the heavy equipment; therefore, this finding is a REC.

### Grocery Store

A commercial grade grease trap was observed behind the grocery store. A small surficial stain from the trap drain was observed on the surface. However, the perimeter soil was slightly discolored in a 2-to-3-foot radius around the trap. TYT believes this discoloration is indicative of continued releases of grease to the environment; therefore, this finding represents a REC.

## 7.3 Area 3

### Fueling Station

The EDR database reported records for underground storage tanks removed from the facility in 2021. Records reviewed from Utah indicated that a release from the tanks was confirmed, and a subsequent remediation excavation was completed. The remediation was completed to the satisfaction of the State of Utah and Navajo Nation and a No Further Action letter was issued to the responsible party by the State of Utah. Based on this information, it is TYT's opinion that this finding does not represent a REC.



Once the underground tanks were removed, new above ground tanks were installed with new leak detection systems and secondary containment. This finding does not represent a threat to human health or the environment; therefore, this finding is not considered a REC.

#### Car Wash

An oil-water separator is operated at the car wash. The integrity of the separator was not assessed as part of the scope of work for this assessment. Additionally, the practice of removing solids from the car wash sumps and placing them on the ground next to the car wash was observed during both site visits.

Since the integrity of the oil-water separator was unable to be assessed, the environmental professional could not evaluate this finding as a REC; therefore, this represents a significant data gap for the subject facility. Furthermore, there is a high probability that the solids spread on the ground contain petroleum hydrocarbons and other automotive fluids (i.e., glycol). TYT considers this to be a release to the environment; therefore, this finding represents a REC.

### **7.4 Area 4**

#### Hospital

##### **A. Underground Storage Tank**

Records related to the removal of a 1,000-gallon gasoline underground storage tank were reviewed for this assessment. The record document that the tank was illegally disposed (unknown location), and that a release from the tank was observed, and not remediated. This finding represents a REC.

##### **B. Septic Tank**

An interview with the current owner disclosed that a septic tank was removed near the front of the hospital. Records regarding the condition of the tank during removal were not provided. Due to the potential for hazardous materials and petroleum products to have been disposed into the septic system, and ultimately into the associated leach field, it is TYT's opinion that this finding represents a threat of a release to the environment and is therefore a REC.

##### **C. Grease Traps**

The hospital has a small cafeteria and small commercial grease traps were located outside of the hospital. These traps were not under cover, closed, or in secondary containment. Both traps were full of oily water, and one of the traps showed clear evidence of an overflow.

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Based on the observed historical release to the environment, it is TYT's opinion that this finding represents a REC.

#### D. Community Trash Roll Off

A roll-off bin is staged behind the hospital. The community uses this as the main solid waste collection point. The roll off bin is routinely collected by Navajo Nation Sanitation. During the site visit, it was noted that the bin is not waterproof or protected from stormwater infiltration. An active leak of a dark liquid was observed from the bin. Due to the unknown contents in the bin and what comprised the leak, it is TYT's opinion that this finding represents a REC.

#### Church

State of Utah records indicated that a 1,000-gallon gasoline underground storage tank was in use at the church that is adjacent to the hospital. No other records or evidence of this tank was disclosed during this assessment. The lack of records and physical evidence of the tank limited the environmental professional in making an evaluation regarding a REC. This represents a significant data gap, and it is TYT's opinion that these circumstances are representative of a REC.

#### Maintenance Shop

##### A. Above Ground Storage Tanks

Out-of-Service above ground storage tanks and a dispenser were observed outside of the generator building. The soil around the concrete pad supporting the tanks was heavily eroded. Sections of piping from the tanks to the dispenser are exposed, and other sections remain buried. The Navajo Nation records reviewed were dated 2002, and documented instructions that the fluids in the tanks were to be removed. The record indicates that a release was observed; however, it was not clear if the reported release was from the subject aboveground tanks or the removed underground storage tank. No other records beyond 2002 were reasonably ascertainable.

Based on the conditions of the tanks, and the lack of records regarding the temporary closure of the tanks, it is TYT's opinion that this finding represents a significant data gap. Furthermore, the reported suspected release from the tanks is representative of a REC.

##### B. Lead Based Paint

The subject buildings appear to have been constructed in the 1960s-1970s, based on the review of the historical aerials. Paint chips and peeling paint were found along the perimeter of several of the buildings that comprise the maintenance shop complex.

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Lead-based paint that has been released to the environment is suspected at the maintenance shop, since paint containing lead was commonly used prior to 1978. Therefore, this finding is considered a REC.

#### C. Sewer Line Break

The sewer line that leads from the maintenance shop, down the hill towards the hospital was found to have a large break, resulting in a slow discharge of fluids. An earthen berm had been constructed to confine the release, resulting in a small cesspool. This is an observed release to the environment of fluids that potentially contain petroleum hydrocarbons or hazardous materials; therefore, this finding represents a REC.

#### D. Asbestos Containing Material

A large stockpile of soil and debris is located adjacent to the sewer line break and equipment parking area. The debris in the stockpile was identified by TYT's asbestos inspector as suspected asbestos containing material. For the purpose of this assessment, this finding is considered a REC by TYT's asbestos inspector.

### 7.5 Adjoining Properties

Information related to buried debris on the western adjoining property was disclosed during this assessment. The materials buried and the extents of the debris is unknown. Therefore, there is a material threat to the subject property, and TYT considers this finding a REC.

Records related to the removal of an underground storage tank at the neighboring high school was provided in the EDR database. The tank was removed to the satisfaction of the Navajo Nation; therefore, this finding does not represent a REC.

### 8.0 Conclusions

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of *ASTM Practice E2247-16* on the subject property. Any exceptions to, or deletions from, this practice are described in *Section 1.2* of this report. This assessment has revealed significant data gaps on the subject property that limited the ability of the environmental professional(s) to render an opinion regarding whether conditions exist that are indicative of a REC. Additionally, not all buildings were accessible during the site reconnaissance of the property.

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## 9.0 Qualifications

We declare that to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 312.10 of 40 CFR Part 312 and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. The qualifications of the reviewer of this ESA are included in **Appendix F**.

Respectfully Submitted,

Reviewed by:

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Lavina Lamone  
Senior Scientist/Principal  
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Project Manager  
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Environmental Data Resources, Inc. (EDR), September 28, 2022. Milford, CT.

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The EDR Aerial Photo Decade Package

EDR Historical Topographic Report

The EDR-City Directory Image Report

Certified Sanborn® Map Report

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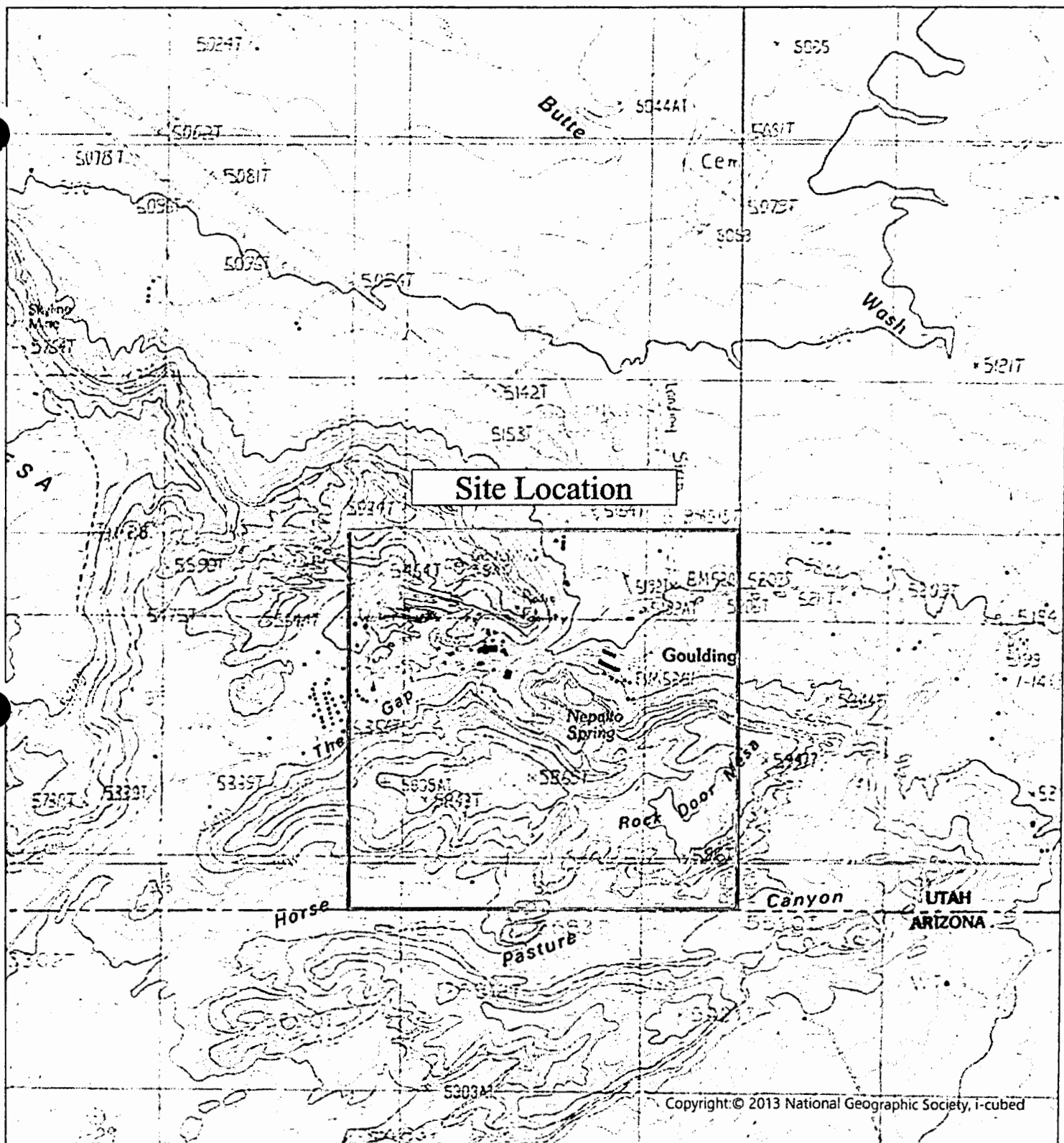
<https://msc.fema.gov/portal/search#searchresultsanchor>

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# Figures

**Figure 1, Vicinity Map**

**Figure 2, Site Map**



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**Figure 1, Vicinity Map**

Tiis Ya Toh, Inc.  
 Goulding's Lodge Phase 1 ESA  
 Section 36, Township 43S, Range 15E  
 Ojaito-Monument Valley, Utah  
 11050-0040



**Tiis Yá Tóh, Inc.**  
 Environmental Support Services  
*Tradition.... Experience.... The Difference*



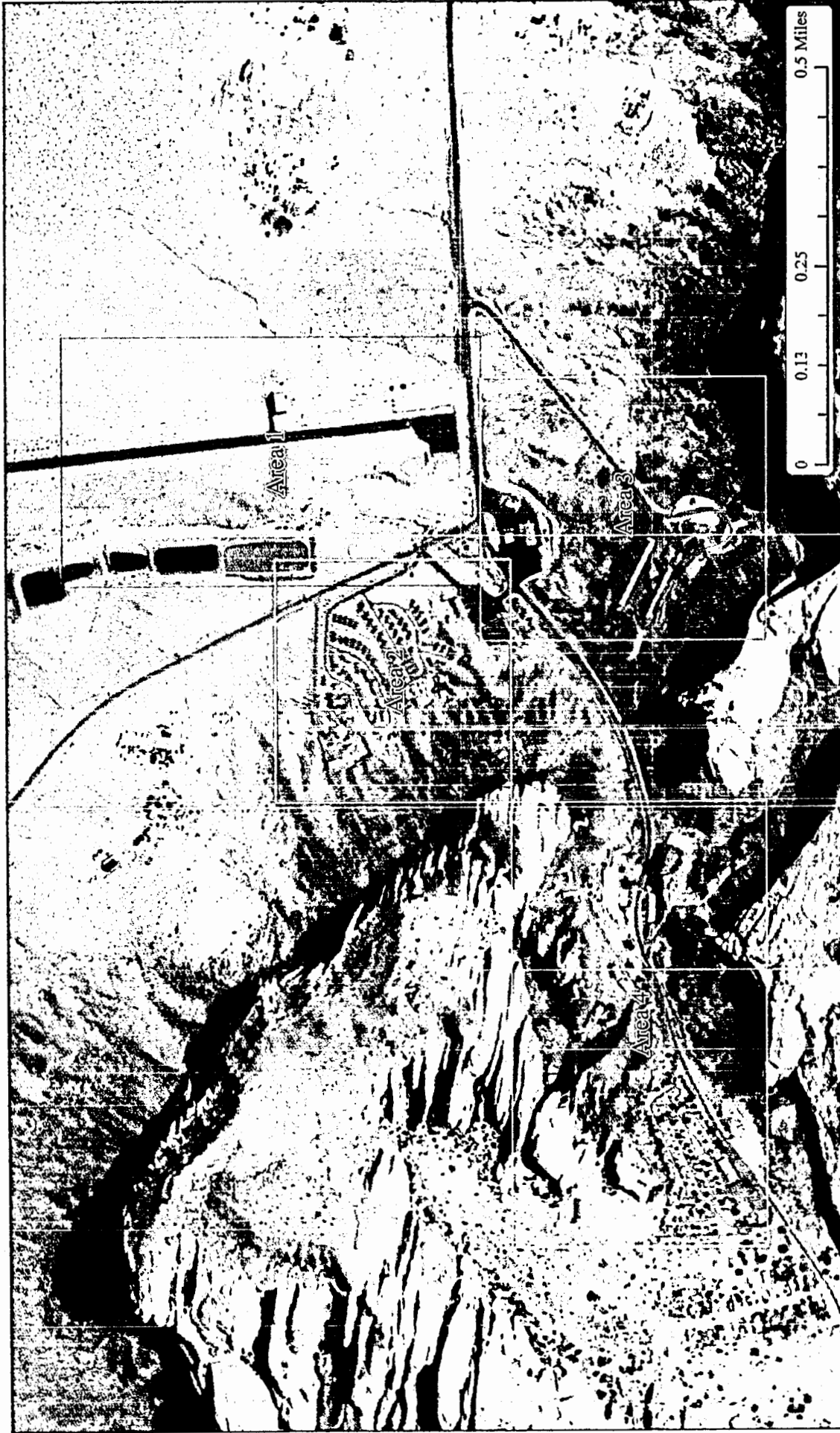


Figure 2, Site Map

Tiis Ya Toh, Inc.  
 Goulding's Lodge Phase 1 ESA  
 Section 36, Township 43S, Range 15E  
 Ojaito-Monument Valley, Utah  
 11050-0040

**Tiis Ya Tóh, Inc.**  
 Environmental Support Services  
*Tradition... Experience... The Difference*



- Area 1: Airstrip and Lagoons
- Area 2: Villa, Bus Garage, and Landromat
- Area 3: Hotel, Fueling Station, and Grocery Store
- Area 4: Campsites and Other Buildings (not associated with the lodge)



# Appendix A

## Terms and Acronyms

## Acronyms Used in ASTM Phase-I Training Course

Acronym	Definition	Description	Location in Standard
AAI	All Appropriate Inquiries	Inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice as defined in CERCLA, 42 U.S.C §9601(35)(B)	3.2.6 Appendix X2
ACM	Asbestos Containing Material		
AHERA	Asbestos Hazard Emergency Response Act	The federal law requiring schools to inspect their buildings for asbestos and take appropriate abatement actions using qualified, accredited persons for inspection and abatement.	
AST	Aboveground Storage Tank	Bulk storage vessels that may contain petroleum products or hazardous substances	
AUL	Activity and Use Limitations	Legal or physical restrictions or limitations on the use of, or access to, a site or facility	3.2.2
BER	Business Environmental Risk	A risk which can have environmental or environmentally driven impact on the business associated with the current or planned use of a parcel of commercial real estate,	3.2.11
BFPP	Bona Fide Prospective Purchaser	One of the landowner liability protections to CERCLA liability	3.2.8
CAA	Clean Air Act	Federal law that regulates air emissions from stationary and mobile sources	
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act	Federal law for closed and abandoned hazardous waste sites that provides liability for parties responsible for releases of hazardous substances, and establishes a fund to provide for cleanup when no responsible party could be identified	Appendix X2
CORRACTs	RCRA Corrective Action Sites	Hazardous waste sites that have been notified by the EPA to take corrective action	3.2.19
CPO	Contiguous Property Owner	One of the landowner liability protections to CERCLA liability	3.2.17

<b>CREC</b>	<b>Controlled Recognized Environmental Condition</b>	A recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls	3.2.18
<b>CWA</b>	<b>Clean Water Act</b>	Federal law controlling the wastewater discharges and toxic releases into surface waters of the U.S.	
<b>EP</b>	<b>Environmental Professional</b>	A person meeting the education, training, and experience requirements as set forth in 40 CFR §312.10(b)	3.2.3 Appendix X2
<b>ESA</b>	<b>Environmental Site Assessment</b>	The process by which a person/entity seeks to determine if a particular parcel of real property is subject to recognized environmental conditions	3.2.23
<b>FFDCA</b>	<b>Federal Food, Drug and Cosmetic Act</b>	Federal laws giving authority to the U.S. Food and Drug Administration to oversee the safety of food, drugs, medical devices, and cosmetics.	
<b>FIFRA</b>	<b>Federal Insecticide, Fungicide and Rodenticide Act</b>	Federal Law controlling the manufacture and use of pesticides intended to kill, repel or control living organisms.	
<b>HMTA</b>	<b>Hazardous Materials Transportation Act</b>	The principal federal law regulating the transportation of hazardous materials	
<b>HREC</b>	<b>Historical Recognized Environmental Condition</b>	A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria, without subjecting the property to any required controls	3.2.42
<b>HIS</b>	<b>Hazardous Substances</b>	Substances defined as a hazardous substance pursuant to CERCLA 42 U.S.C. §9601(14), as interpreted by EPA regulations and the courts	3.2.39
<b>ILD</b>	<b>Innocent Landowner Defense</b>	One of the landowner liability protections to CERCLA liability	3.2.44 Appendix X1
<b>LLP</b>	<b>Landowner Liability Protections</b>	Any of the three defenses to CERCLA liability	3.2.49
<b>LUST</b>	<b>Leaking Underground Storage Tank</b>	An underground petroleum product or hazardous substance storage tank that is having or has had a release to the environment	
<b>NCP</b>	<b>National Contingency Plan</b>	EPA's blueprint on how hazardous substances are to be cleaned up pursuant to CERCLA	3.2.57
<b>NPL</b>	<b>National Priorities List</b>	EPA's list of the highest priority sites (CERCLA/superfund sites)	3.2.58
<b>OSHA</b>	<b>Occupational Safety and Health Administration</b>	Federal agency responsible for setting and enforcing standards to ensure safe and healthful working conditions	

<b>PCB</b>	<b>Polychlorinated Biphenyl</b>	Man-made chlorinated hydrocarbons with varying toxicity used in hundreds of commercial applications; most commonly in electrical, heat transfer and hydraulic equipment, paint plasticizers, and carbonless copy paper	
<b>PP</b>	<b>Petroleum Products</b>	Natural hydrocarbon-based substances removed from the ground and refined petroleum products, including gasoline, kerosene, diesel, jet fuel, fuel oil, lubricating oils, etc	3.2.65 Appendix X1
<b>RCRA</b>	<b>Resource Conservation and Recovery Act</b>	Federal law that creates the framework for the proper management of hazardous and non-hazardous solid waste.	
<b>REC</b>	<b>Recognized Environmental Condition</b>	The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment	3.2.78
<b>SARA</b>	<b>Superfund Amendments and Reauthorization Act</b>	The 1986 amendments to the federal CERCLA law	
<b>SBLRBRA</b>	<b>Small Business Liability Relief and Brownfields Revitalization Act</b>	The 2002 amendments to the federal CERCLA law. Also known as "the brownfields law"	
<b>SDWA</b>	<b>Safe Drinking Water Act</b>	The federal law that protects public drinking water supplies throughout the nation and that sets standards for drinking water quality	
<b>TS</b>	<b>Transaction Screen</b>	A limited environmental due diligence process	ASTM E1528
<b>TSA</b>	<b>Transaction Screen Analysis</b>	A limited environmental due diligence process	ASTM E1528
<b>TSCA</b>	<b>Toxic Substances Control Act</b>	Federal law that regulates the introduction of new or already existing chemicals. Most commonly associated with PCBs	
<b>TSDF</b>	<b>Treatment, Storage and Disposal Facility</b>	A facility on which treatment, storage, and/or disposal of hazardous wastes takes place	3.2.95
<b>UST</b>	<b>Underground Storage Tank</b>	A tank system that is or has been used to contain hazardous substances or petroleum products and the volume of which is 10 % or more beneath the surface of the ground	3.2.97

# Appendix B

## Questionnaires

### User Questionnaire

**(1.) Environmental liens that are filed or recorded against Goulding's Lodge (40 C.F.R. § 312.25).**

The Preliminary Title Report was previously sent to you. We did not identify any environmental liens filed or recorded against Goulding's Lodge.

**(2.) Activity and use limitations that are in place on Goulding's Lodge or that have been filed or recorded against Goulding's Lodge.**

The Preliminary Title Report was previously sent to you. We did not identify any AUL's, such as engineering controls, land use restrictions or institutional controls that are in place at Goulding's Lodge and/or have been filed or recorded against Goulding's Lodge.

**(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 C.F.R. § 312.28).**

Navajo Nation Hospitality Enterprise (NNHE) has specialized knowledge and experience relating to Goulding's Lodge. For example, NNHE currently manages the following operations.

- a. Hotels: Navajoland Hotel -Tuba City, Quality Inn – Window Rock, Thunderbird Lodge, and Navajoland Inn – St. Michaels
- b. Restaurants/Food Service: Hogan Restaurant – Tuba City, Dine Restaurant – Window Rock, Subway – Chambers, Hogan Espresso – Tuba City, Thunderbird Lodge Cafeteria – Chinle
- c. Grocery: General Store – Tuba City, Grocery/Household Sections at C-store – Chambers
- d. Gas Station: Navajo Travel Center Gas Station – Chamber
- e. RV Park: Tuba City RV Park

**(4.) Relationship of the purchase price to the fair market value of Goulding's Lodge if it were not contaminated (40 C.F.R. § 312.29).**

The purchase price being paid for Goulding's Lodge reasonable reflects the fair market value of the property.

**(5.) Commonly known or reasonably ascertainable information about Goulding's Lodge (40 C.F.R. § 312.30).**

We are aware of the following information about Goulding's Lodge:

- a. Past uses of Goulding's Lodge include; A full service and self-contained resort, one restaurant, three cookout locations, and quick-service food and

beverage outlets in the grocery store and service station. A guest laundry area at the RV park, several outdoor barbecue areas, a retail area (RV park), two indoor swimming pools, a lobby workstation, a grocery store, a laundromat, a gift shop, a gas service station, a museum, and an airport.

- b. We do not know of specific chemicals that are present or once were present at Goulding's Lodge.
- c. We do not know of any spills or other chemical releases that have taken place at Goulding's Lodge.
- d. We do not know of any environmental cleanups that have taken place at Goulding's Lodge.

**(6.) The degree of obviousness of the presence or likely presence of contamination at Goulding's Lodge, and the ability to detect the contamination by appropriate investigation (40 C.F.R § 312.31).**

Based on our knowledge and experience related to Goulding's Lodge, there are no obvious indicators that point to the presence or likely presence of releases at Goulding's Lodge.

**(7.) Who provides utilities/service to the property?**

- a. Water: Water for the Goulding's Lodge operation is provided by two wells (Public Water System Identification Number (PWSID) # NN04900225) located on Oljeto Chapter land southwest of the parcel and piped to two 40,000-gallon storage tanks on the hill above the school.
- b. Natural Gas: Sacramento Energy
- c. Electric: Navajo Tribal Utility Authority
- d. Trash Services: Navajo Sanitation
- e. Waste Generation and Recycling: Unsure; requesting from Owner
- f. Sewer (city connection or septic tank: if septic tank where is the tank and leach field located): Waste water from Goulding's operations is piped to a series of four sewage lagoons that lie adjacent to the airport runway.

**(8.) Are you aware of any underground storage tanks (USTs) on the property, past or present?**

We understand that there were three UST's on the Goulding's parcel, a 10,000 gallon unleaded tank, a 6,000 premium tank, and a 6,000 gallon diesel tank. The three UST's were located on the north side of the gas station/convenience store. These UST's and the UST's installed at the UNDC building and at the employee

shower building at the campground site have been removed. Three above ground storage tanks are now in use.

**(9.) Who was the previous owner of the property? List any of the previous occupant's names and contact information?**

The previous owners of the property include RGJ Corporation, Executive RV Inc., and Gouldings Monument Valley Enterprises, LLC.

**(10.) Are you aware of any on-site water wells? List location of wells.**

Water for the Goulding's Lodge operation is provided by two wells (Public Water System Identification Number (PWSID) # NN04900225) located on Oljeto Chapter land southwest of the parcel and piped to two 40,000-gallon storage tanks on the hill above the school.

**(11.) Are you aware of any on-site storm sewers? List locations.**

We are not aware of any on-site storm sewers.

**(12.) Are you aware of any dry stormwater wells on the property? List locations.**

We are not aware of any dry stormwater wells on the property.

**(13.) Are you aware of any oil water separators or cistern/holding tanks? List locations.**

We are not aware of any oil water separators or cistern/holding tanks on the property.

**(14.) Regarding electrical devices, are you aware of any cooling compressors, capacitors, or other oil-filled electrical devices on the property? List locations.**

Unsure; requesting from Owner

**(15.) Does the property have a heating system? If yes, please describe it.**

The fuel source for gas-fired heating and cooking throughout the complex is propane. There is an 18,000-gallon propane primary storage tank located on the east side of Indian Road 6410 across from the RV park and campground. Sacramento Energy supplies propane to the main tank.



**(16.) Are you aware of any regulatory permits / licenses / plans associated with the property? Please include Brownfields redevelopment information.**

Unsure; requesting from Owner

**(17.) Are you aware of any other environmental concerns not mentioned on this questionnaire?**

We are not aware of any other environmental concerns not mentioned on this questionnaire.

Ashley Bailey Bern  
Signature

Project Manager  
Title

09-29-22  
Date

**From:** Lavina Lamone  
**To:** Tami Knight  
**Cc:** Chasitty Todacheenie  
**Subject:** RE: Questions for Owner  
**Date:** Tuesday, November 1, 2022 1:08:19 PM

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tami

I called Walyen and asked for the forms, He said he emailed them back, but he's going to double check.

I did ask him our list of questions.

Please see below..

**From:** Tami Knight  
**Sent:** Monday, October 31, 2022 11:39 AM  
**To:** [lavina.lamone@tiisyatoh.com](mailto:lavina.lamone@tiisyatoh.com)  
**Cc:** Chasitty Todacheenie <[ctodacheenie@envirotech-inc.com](mailto:ctodacheenie@envirotech-inc.com)>  
**Subject:** Questions for Owner

Questions to ask Wayland:

1. What powered the incinerator? **Propane and electric.** Where was the power source located? **Propane tank next to shop**
2. Where was the waste from the incinerator disposed? **Hauled off to landfill after cooling.**
3. What is the ground penetrations by the air strip? **It's only buried down a foot, he used to hold commercial grade fireworks for the 4<sup>th</sup> and New Years.** Photos previously sent in an e-mail. I asked why one was capped? **he capped it because I doesn't use it anymore. ????**
4. What was white tank used for at air strip? Not the one located next to movie helicopter. **Tank was used for Aviation Fuel, been empty for 7 years.**
5. What is the source of stockpiles by air strip? **Groundskeeping weeds, bushes, trees, they burn it the burn pit. The asphalt is used for rip rap.**

6. Are there records of inspections for tanks located at tour bus facility? **He said he will locate them.**
7. Tank outside of building has ground penetration. Where is the terminus of the piping? **The tank under canopy is piped into the shop to use a heat source.**

**The tank that's west of the building is Used Oil and is NOT plumbed into the building, Safety Kleen picks it up and disposes of it.**

Tami C. Knight, CHMM  
Project Manager

Envirotech, Inc. | 5796 US Highway 64 | Farmington, NM 87401  
505.632.0615 Office | 505.632.1865 Fax | 505.793.2072 Cell



<http://envirotech-inc.com/>



### Key Site Manager/Occupant Interview

Interviewer Name and Signature: L. Lamone & C. Todachewie

Interviewee Name: Sam Francis, local resident

Date Interview Conducted: 10/19/2022

1. Name of Current Owner: \_\_\_\_\_

2. Name(s) of the previous occupants/owners if any: \_\_\_\_\_  
\_\_\_\_\_

3. How long have you owned or occupied the subject site: 50+ years

4. What is the current use of the property: Private Housing, family members

5. Are you aware of any previous environmental site assessments, if so, is the documentation available: He is not aware

6. Are you aware of any geotechnical work that has been performed on the property: \_\_\_\_\_

NO

7. Are you aware of any oil-filled electrical devices: \_\_\_\_\_

NO

8. Is there a backup power generator on the property and if yes, what is the fuel source: \_\_\_\_\_

N/A

9. Is there emergency lighting and if yes, what is the power source: NTUA

10. Are you required to have regulatory permits for any of the following:

Waste Water: \_\_\_\_\_

Air Emissions: \_\_\_\_\_

Hazardous Waste or Materials: \_\_\_\_\_

Storm Water: \_\_\_\_\_

Emergency Response: \_\_\_\_\_

Asbestos: \_\_\_\_\_

N/A

CU

11. How many people are employed at the facility: 1/4

12. How are spent solvents, fuels, lubricants, etc., disposed of: Kayenta Transfer station

13. What is the source of potable water: well water hauled in.

14. Type of septic system(s): \_\_\_\_\_

12a. What infrastructure is plumbed to the septic system: \_\_\_\_\_

15. Is there an oil separator or sump on the site: \_\_\_\_\_

16. Does anything other than sewage go into septic tank? Has it ever?: \_\_\_\_\_

17. Is there any plumbing from shops to septic system: \_\_\_\_\_

18. How long has the property been used for present activities: 100 + years

19. When were the buildings constructed: 60, 70's 80's etc.

20. Are there any known incidents where hazardous materials or petroleum products have been released to the environment? \_\_\_\_\_

21. Are there any other concerns that you would like the Environmental Professional to know?  
\_\_\_\_\_

★ Me. Sam Francis, his wife & family are private home owners who live, have been living just west of the NE end of the subject property. He stated & showed there are illegal public dumpings to the NE direction of his property. Photos were taken. He stated in the early 80's a construction company out of Cortez, Co buried car motors, batteries etc. about 15' or more deep & covered it with dirt. The area is about 200 yards SW of his property. To this day (2022) he is unaware if it has been removed.

Sam Francis Resident @ N37.60557° -110.22519



# Appendix C

## Site Photography

Site Photography – RECS and Limitations  
Goulding's Lodge – Monument Valley, Utah  
Phase I Environmental Site Assessment  
October 18 and 19, 2022 and November 18, 2022

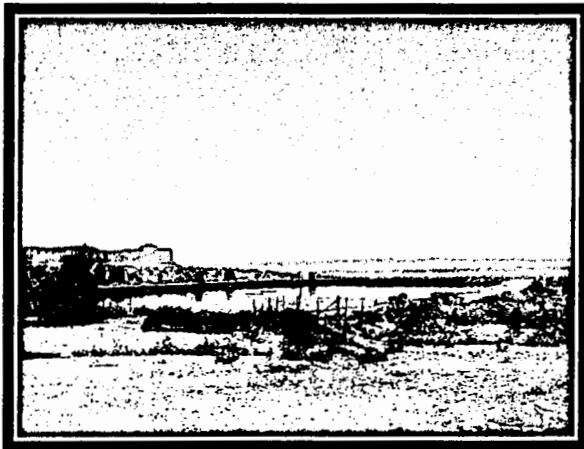


Photo 1: Lagoons



Photo 2: Firework Launchers



Photo 3: Solids Disposal from Washes  
(Tour Bus and Car Wash)

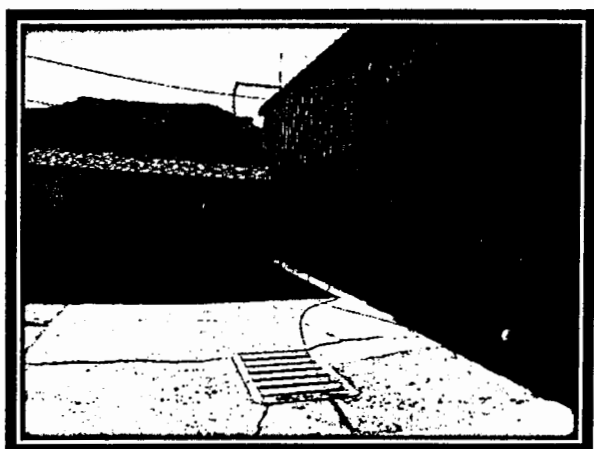


Photo 4: Tour Bus Sump



Photo 5: Car Wash

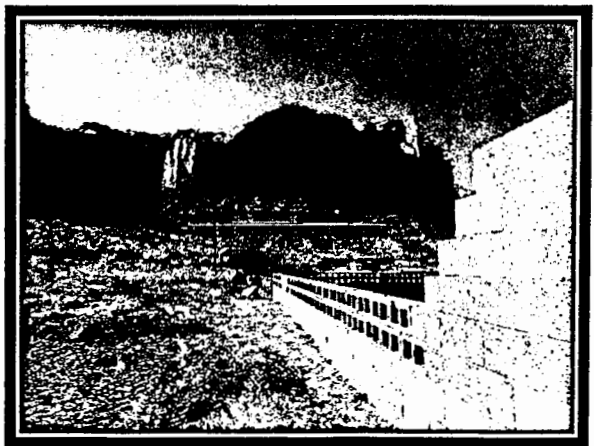


Photo 2: Solids Disposal By Car Wash

Site Photography – RECS and Limitations  
Goulding's Lodge – Monument Valley, Utah  
Phase I Environmental Site Assessment  
October 18 and 19, 2022 and November 18, 2022

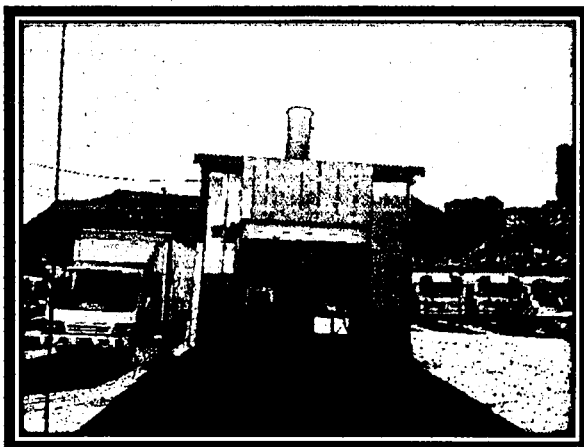


Photo 7: Incinerator

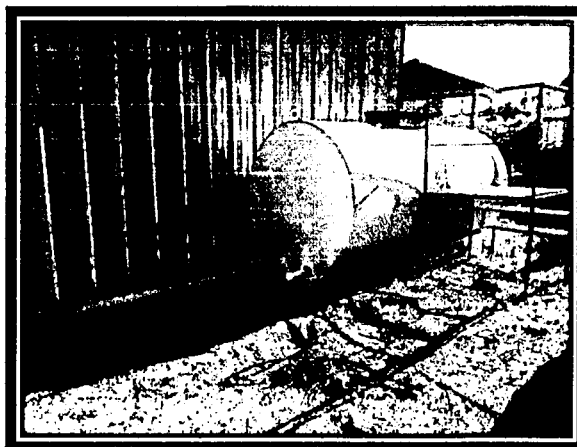


Photo 8: AST with Release



Photo 9: AST Release



Photo 10: Drum with Release



Photo 11: Unknown Drum with Hole

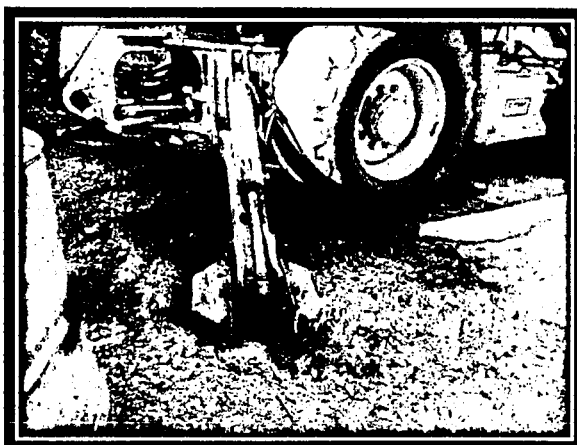


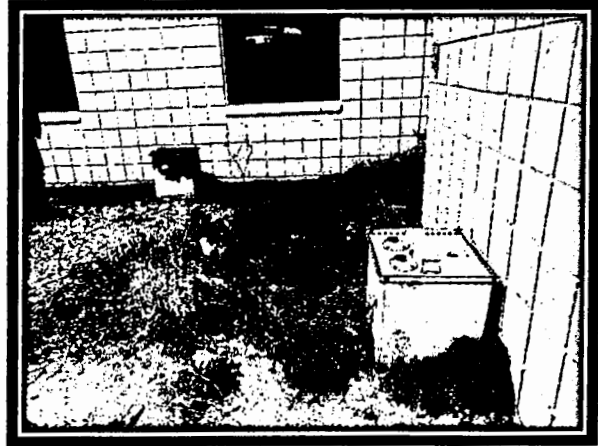
Photo 12: Suspected Hydraulic Oil Release



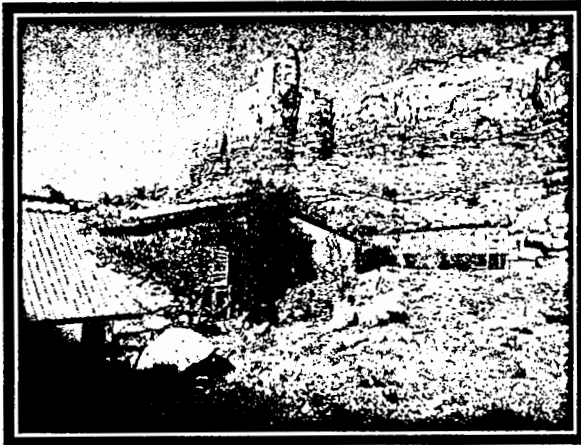
**Site Photography – RECS and Limitations  
Goulding's Lodge – Monument Valley, Utah  
Phase I Environmental Site Assessment  
October 18 and 19, 2022 and November 18, 2022**



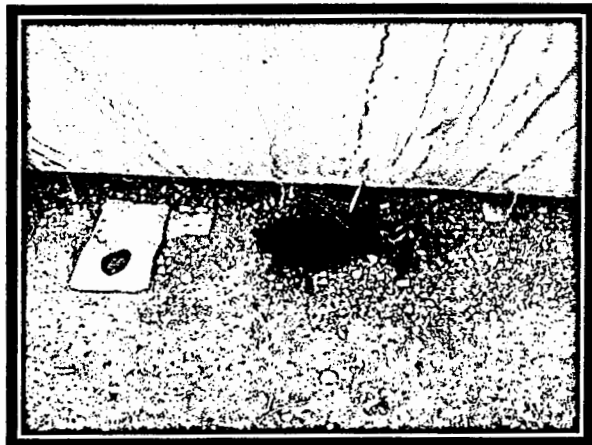
**Photo 13: Grease Trap with Release**



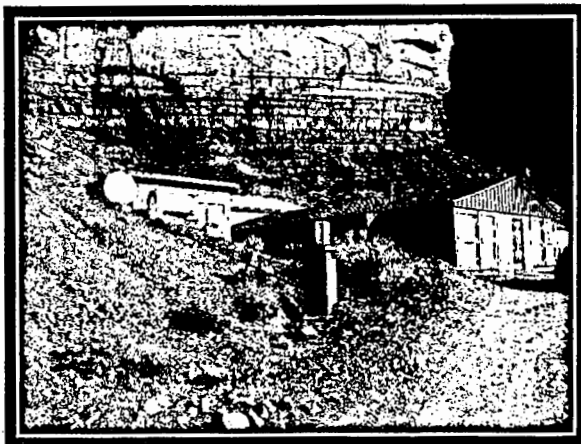
**Photo 14: Hospital Grease Traps with Release**



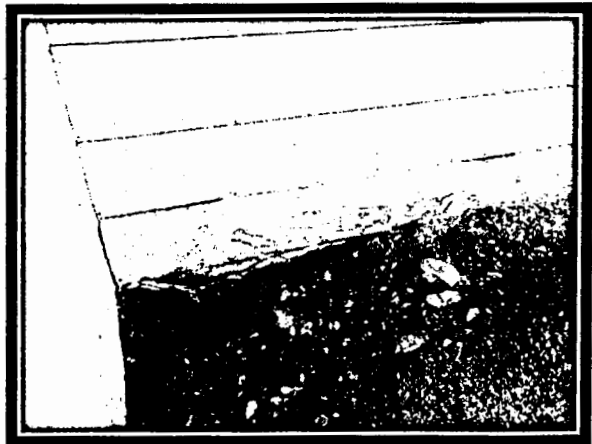
**Photo 15: Community Trash Roll Offs**



**Photo 16: Release from Roll Off**



**Photo 17: Abandoned Fuel System**



**Photo 18: Suspect Lead Paint Chips**

Site Photography – RECS and Limitations  
Goulding's Lodge – Monument Valley, Utah  
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Photo 19: Sewage Line Break



Photo 20: Sewage Leak

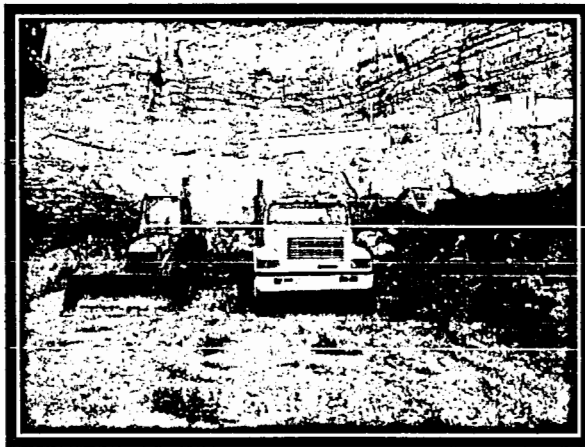


Photo 21: Stockpile with Suspected ACM

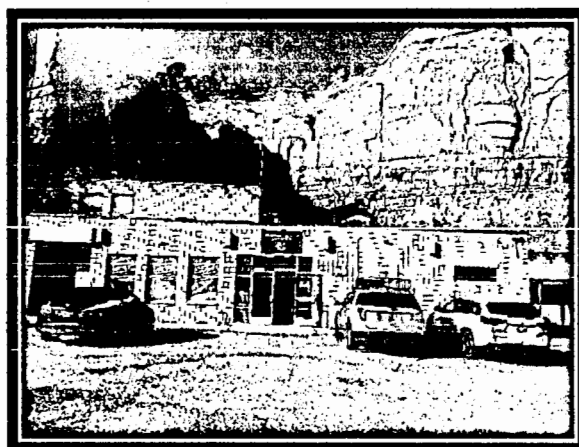


Photo 22: Building Not Accessed



Photo 23: Building Not Accessed

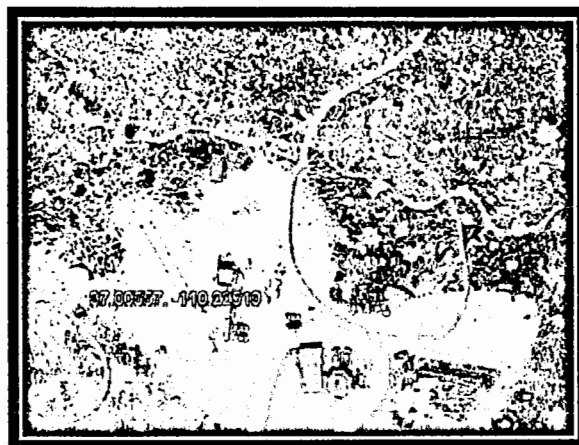


Photo 24: West Adjoining Property with Buried Debris Containing Petroleum Products

Site Photography  
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500 West Broadway, Monument Valley, Utah  
Project #18034-0003  
November 15, 2022



Photo 1: Lagoons



Photo 2: Area South of Lagoons



Photo 3: Vegetation Burn Pit



Photo 4: Stormwater Culverts



Photo 5: Wash East of Lagoons



Photo 6: Lagoon Pipeline

Site Photography  
Goulding's Lodge  
Phase I Environmental Site Assessment  
500 West Broadway, Monument Valley, Utah  
Project #18034-0003  
November 15, 2022



Photo 7: Construction Area Debris Stockpiles



Photo 8: Out of Service Fuel Tank

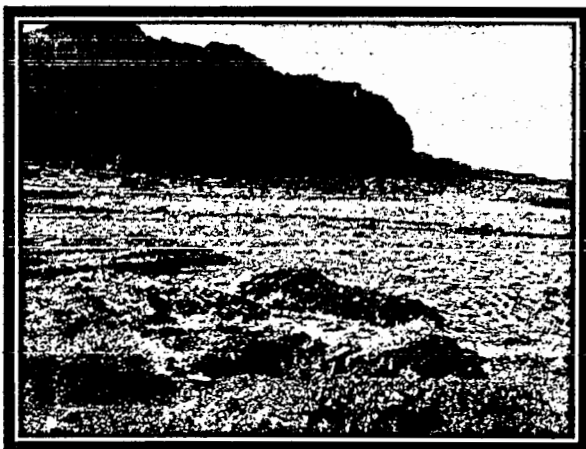


Photo 9: Construction Debris Stockpiles



Photo 10: Firework Launchers

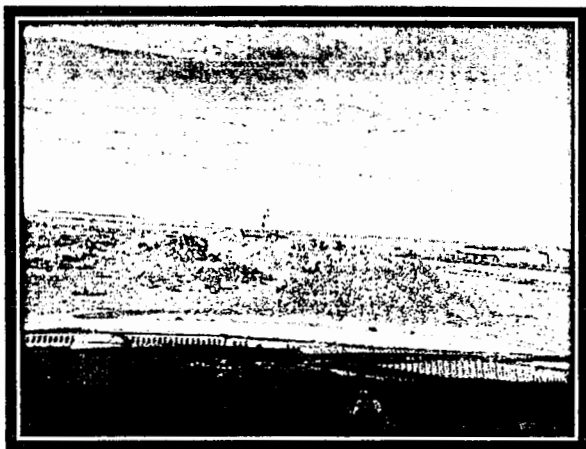


Photo 11: Construction Debris Stockpiles

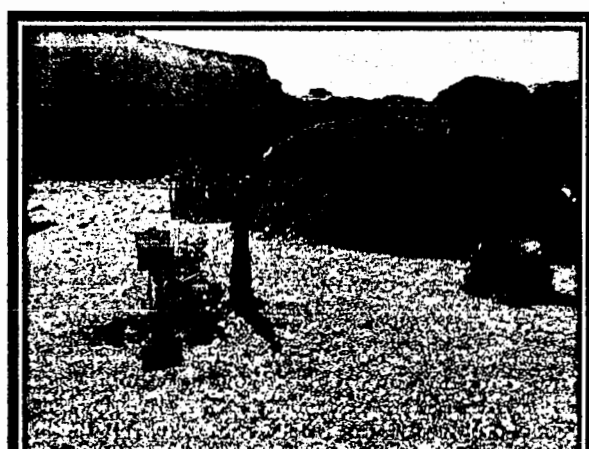


Photo 12: Hogan

Site Photography  
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Phase I Environmental Site Assessment  
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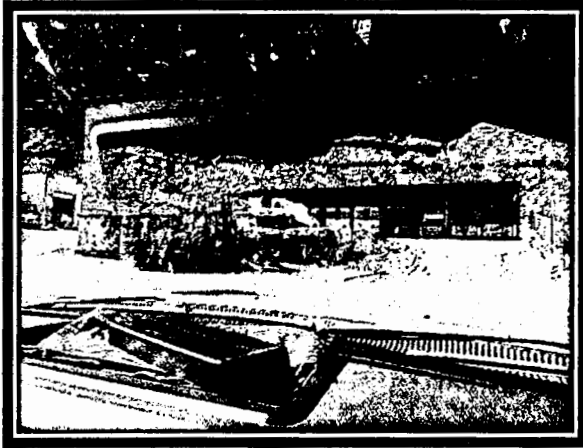


Photo 1: Tour Bus Storage



Photo 2: Tour Bus Storage

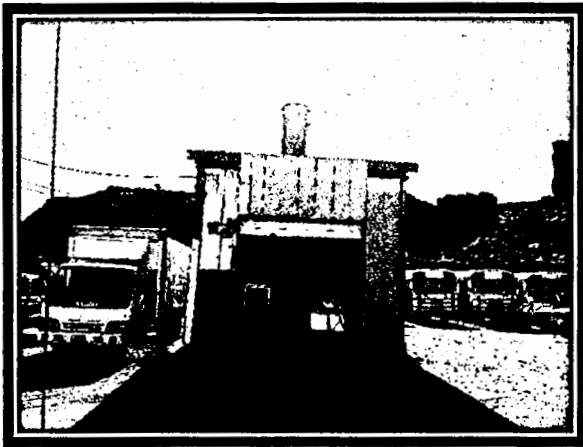


Photo 3: Incinerator

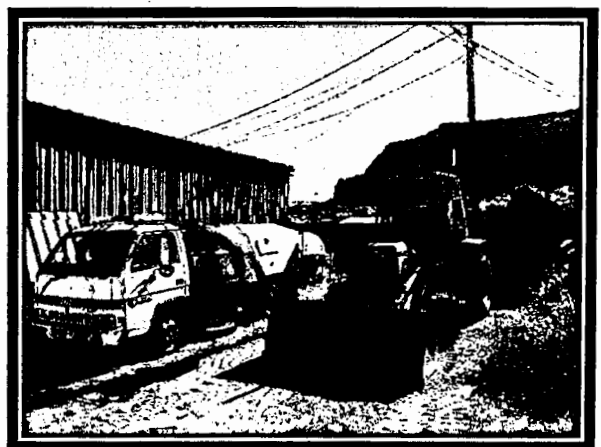


Photo 4: Maintenance Equipment

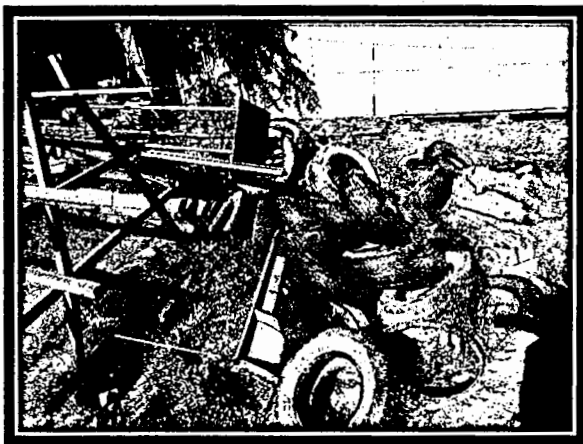


Photo 5: Tire Stockpile

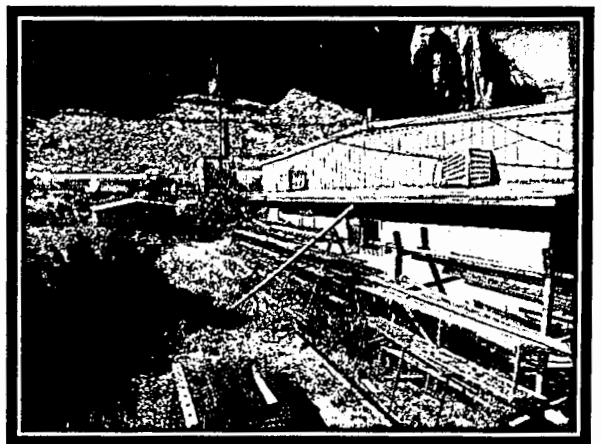


Photo 2: Tour Bus Maintenance Building



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November 15, 2022

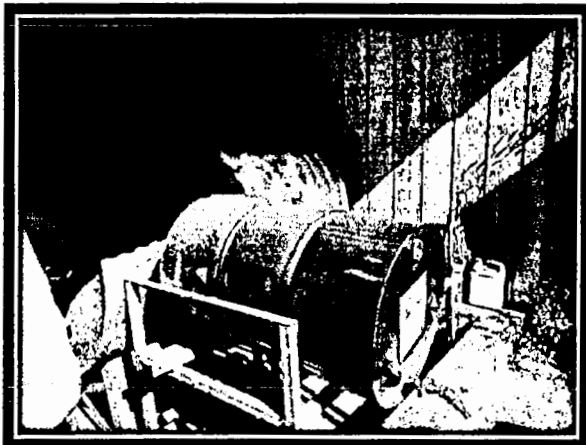


Photo 7: Used Oil Storage Tanks

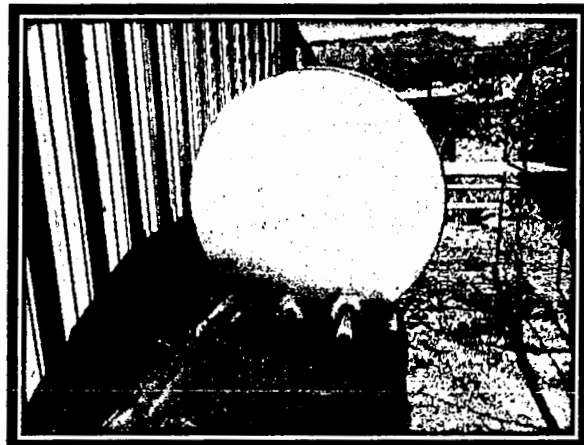


Photo 8: Storage Tank

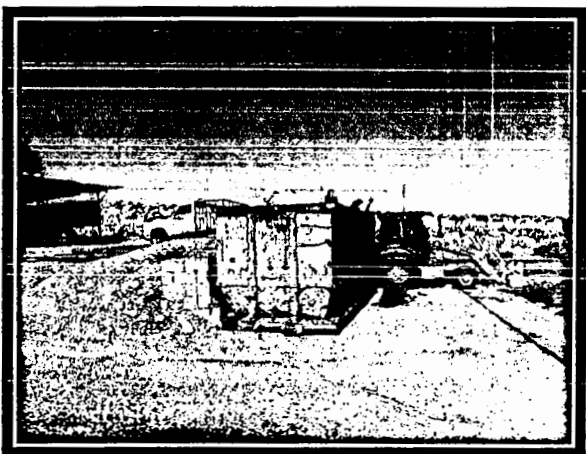


Photo 9: Metal Recycle Dumpster



Photo 10: Maintenance Building Driveway



Photo 11: Damaged Drum



Photo 12: View of Villas

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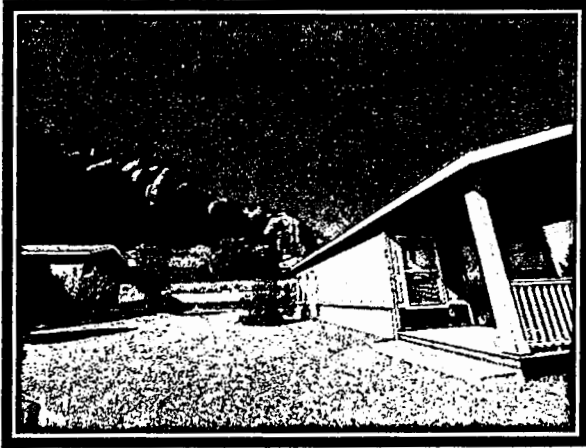


Photo 13: Propane Tank Servicing Villa

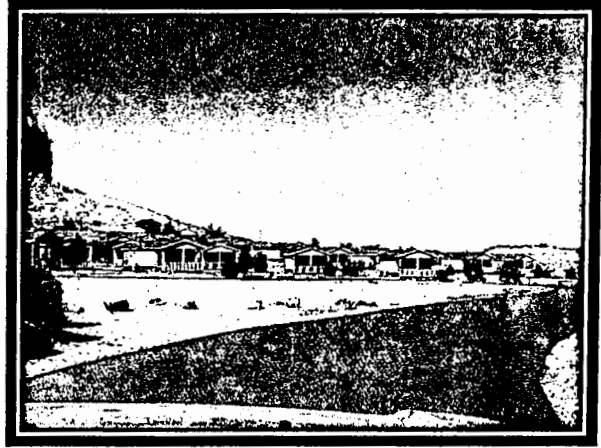


Photo 14: View of Villas from Access Road



Photo 15: Housekeeping Laundry Room

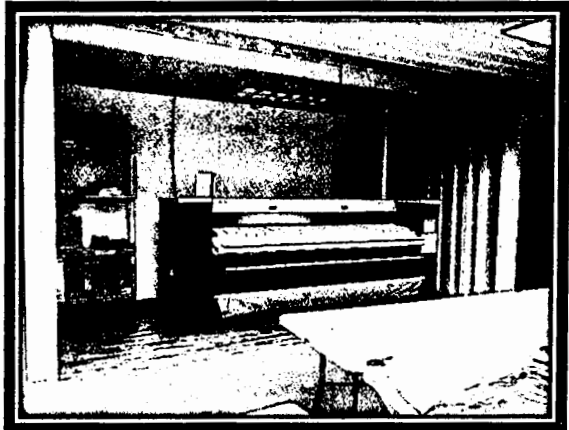


Photo 16: Industrial Iron Press



Photo 17: Villa Rentals



Photo 18: View of Villa from the South

Site Photography  
Goulding's Lodge  
Phase I Environmental Site Assessment  
500 West Broadway, Monument Valley, Utah  
Project #18034-0003  
November 15, 2022



Photo 19: Grocery Store Entrance



Photo 20: Inside Grocery Store

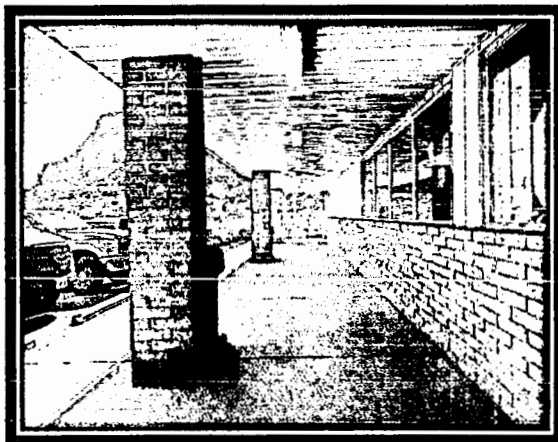


Photo 21: Front of Grocery Store

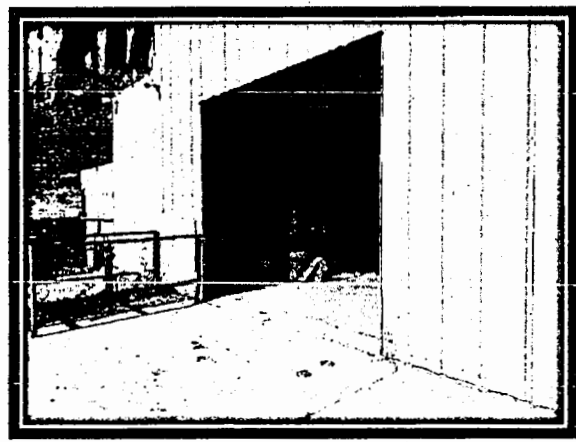


Photo 22: Loading Dock to Grocery Store

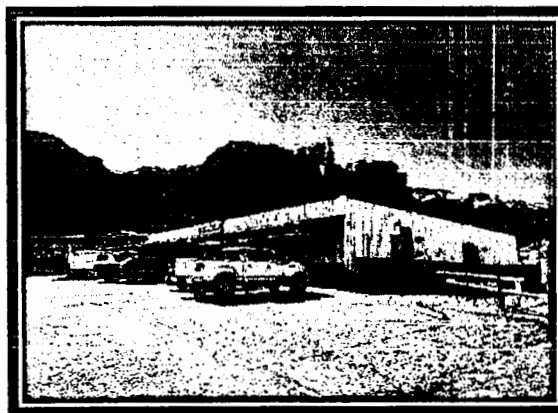


Photo 23: Outside View Grocery Store



Photo 24: Cardboard Compressor



Site Photography  
Goulding's Lodge  
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Project #18034-0003  
November 15, 2022

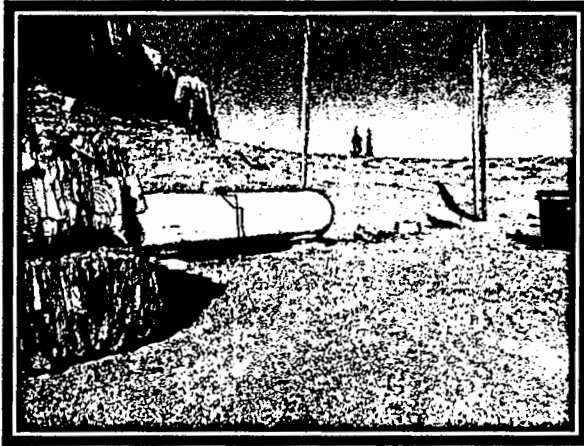


Photo 25: Cardboard and Propane Tank



Photo 26: Grease trap



Photo 27: Cellular Tower

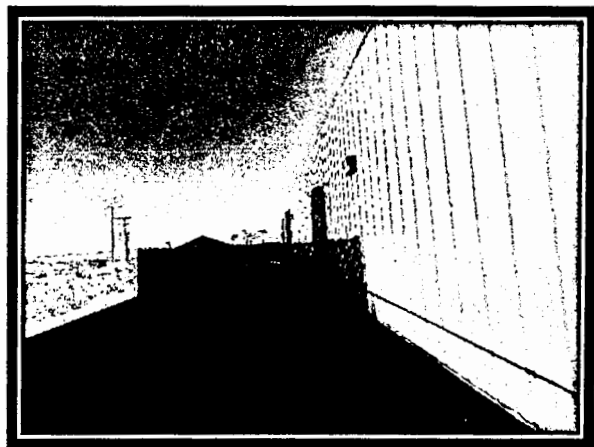


Photo 28: North Side of Grocery Store

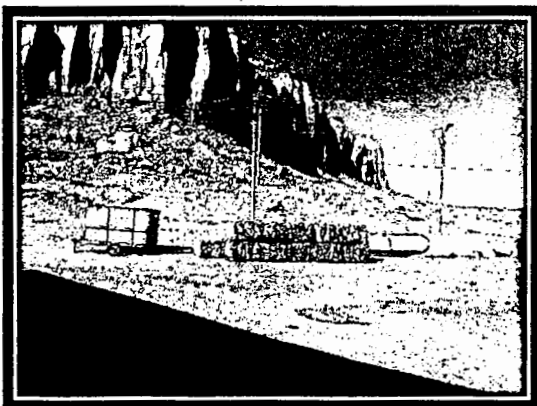


Photo 29: Area West of Grocery Store

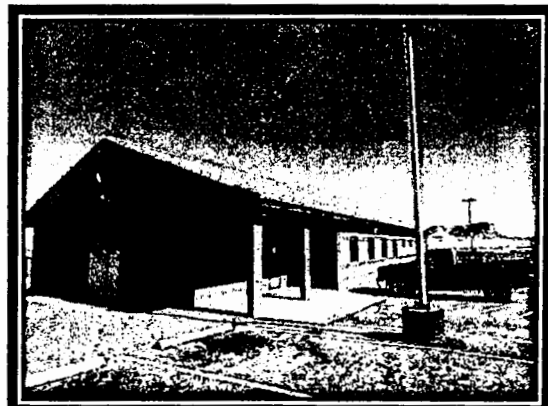


Photo 30: Laundry Mat

Site Photography  
Goulding's Lodge  
Phase I Environmental Site Assessment  
500 West Broadway, Monument Valley, Utah  
Project #18034-0003  
November 15, 2022



Photo 31: Inside of Laundry Mat

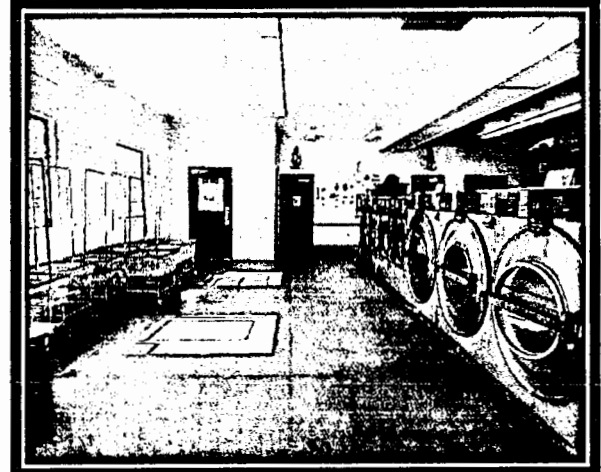


Photo 32: View of Inside Laundry Mat 1

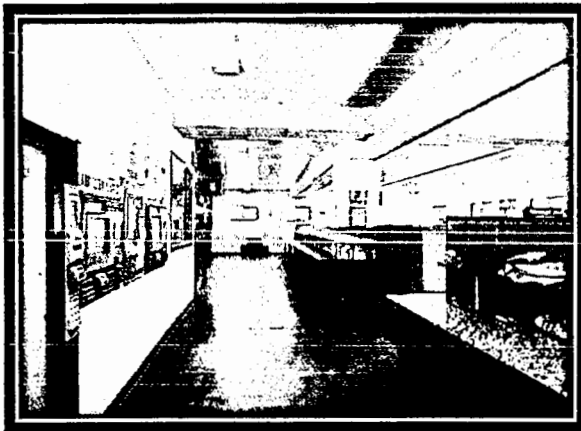


Photo 33: View of Inside Laundry Mat 1

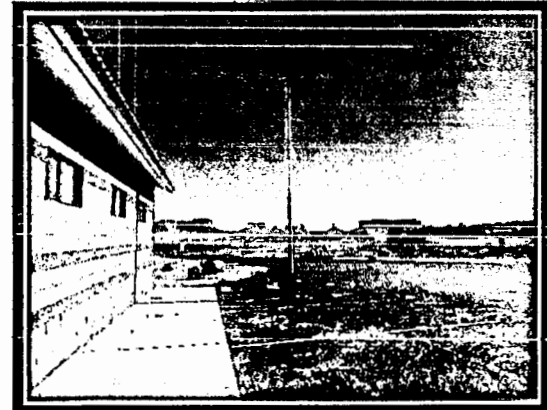


Photo 34: Laundry Mat Parking Area

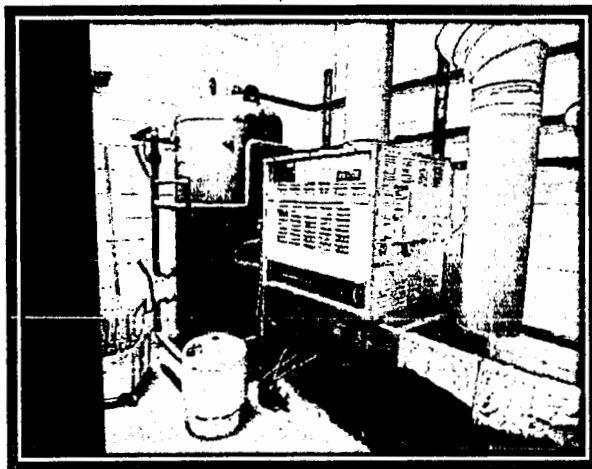


Photo 35: Utility Room



Photo 36: Area North (behind) Laundry Mat

**Site Photography  
Goulding's Lodge  
Phase I Environmental Site Assessment  
500 West Broadway, Monument Valley, Utah  
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**Photo 37: Laundry Mat and Grocery Store  
Parking Lot**



**Photo 38: Playground East Side of Laundry Mat**

Site Photography  
Phase I Environmental Site Assessment  
Goulding's Lodge, Monument Valley, Utah  
Area 3: Hotel and Fueling Station & Grocery Store  
September and November 2022

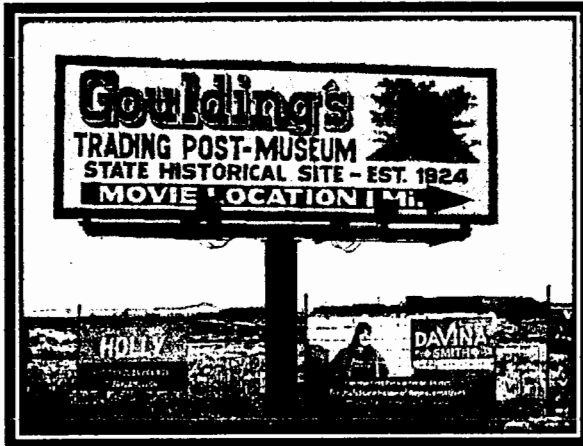


Photo 1: Subject Property

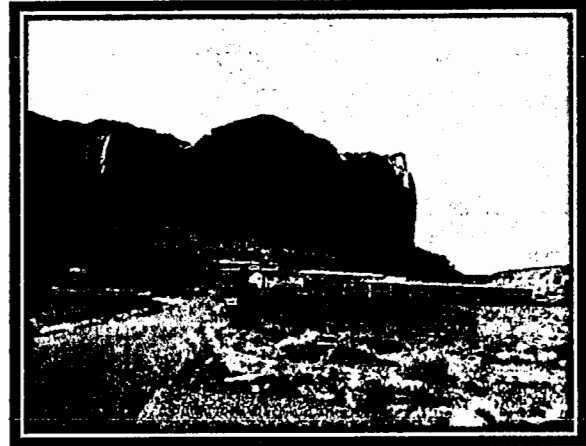


Photo 4: Goulding Lodge

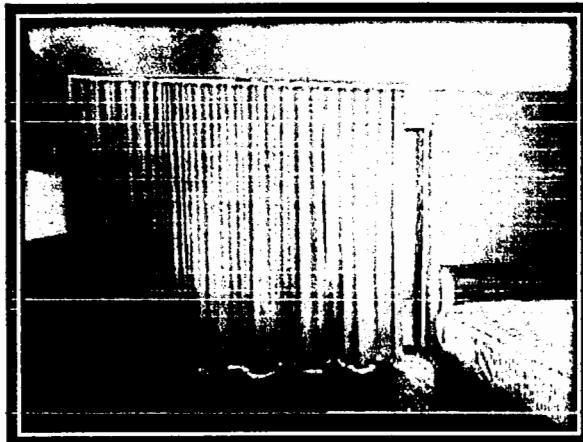


Photo 2: Hotel room setting

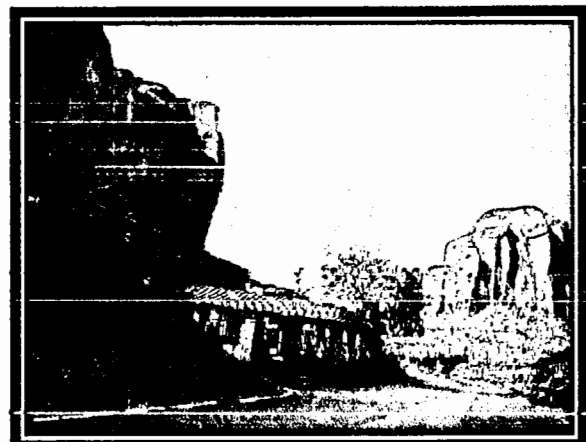


Photo 5: Pool Room

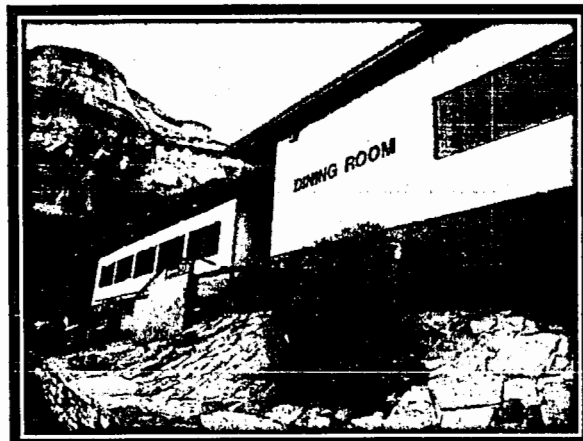


Photo 3: Dining Room located by the Hotel

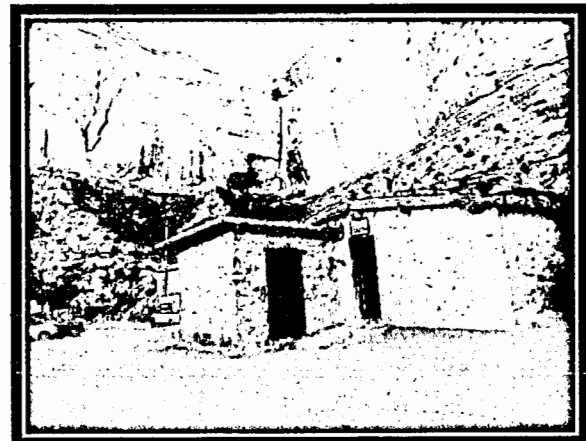


Photo 2: Historic "John Wayne Cabin"

Site Photography  
Phase I Environmental Site Assessment  
Goulding's Lodge, Monument Valley, Utah  
Area 3: Hotel and Fueling Station & Grocery Store  
September and November 2022

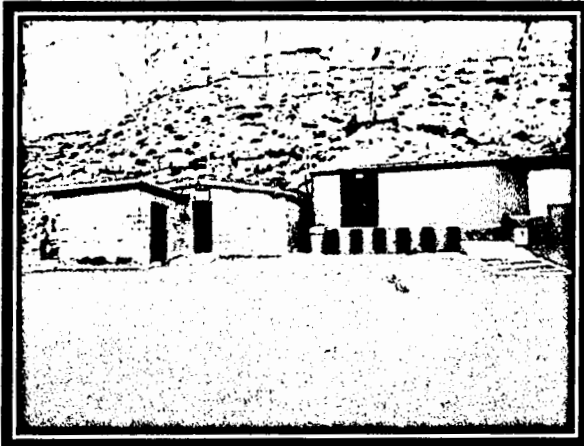


Photo 7: "John Wayne Cabin" and Dining room

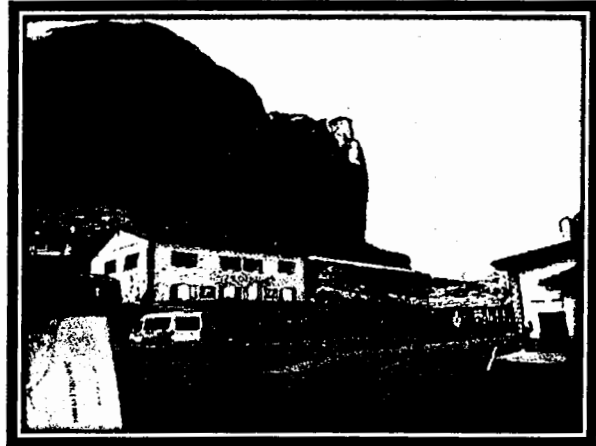


Photo 10: Gift shop

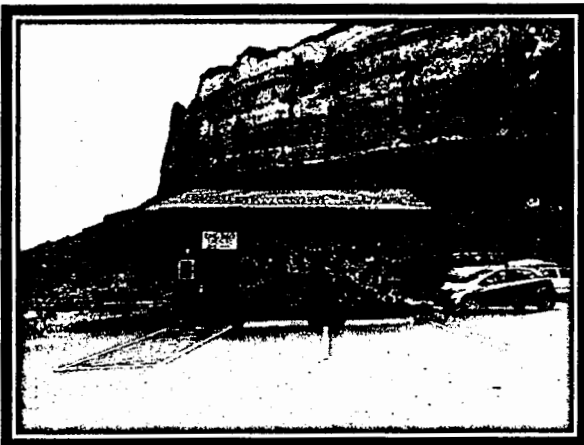


Photo 8: Movie Theme Building

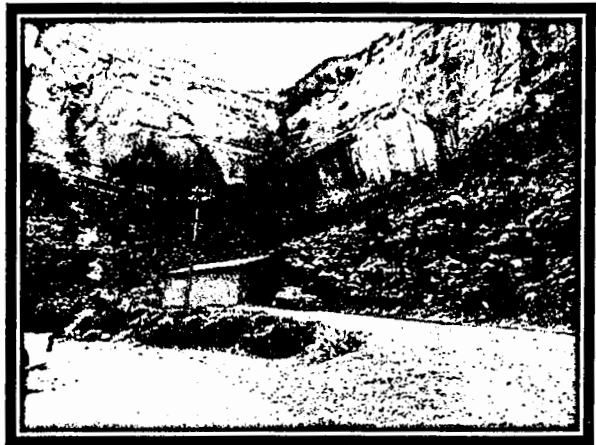


Photo 11: Storage/Garage by Dining room



Photo 9: Restrooms



Photo 12: Stairway from parking lot to Trading Post

Site Photography  
Phase I Environmental Site Assessment  
Goulding's Lodge, Monument Valley, Utah  
Area 3: Hotel and Fueling Station & Grocery Store  
September and November 2022

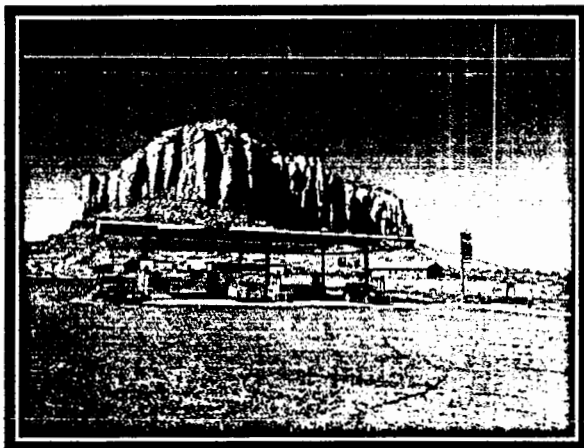


Photo 13: Goulding's Lodge Fueling Station

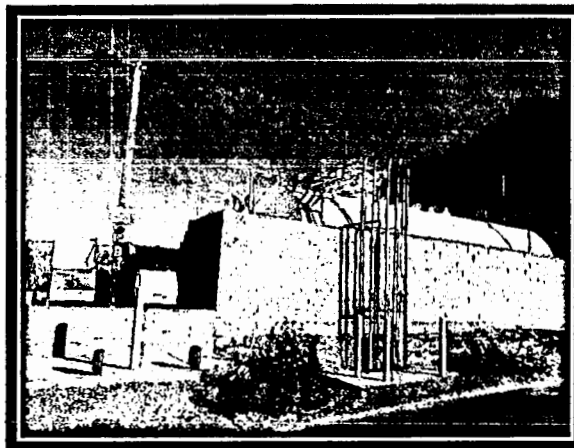


Photo 16: ASTs within secondary containment



Photo 14: Fuel Dispenser Island

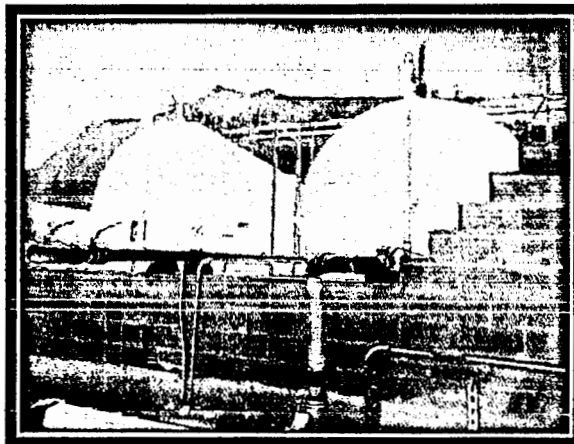


Photo 17: Diesel and Unleaded Fuel AST's.

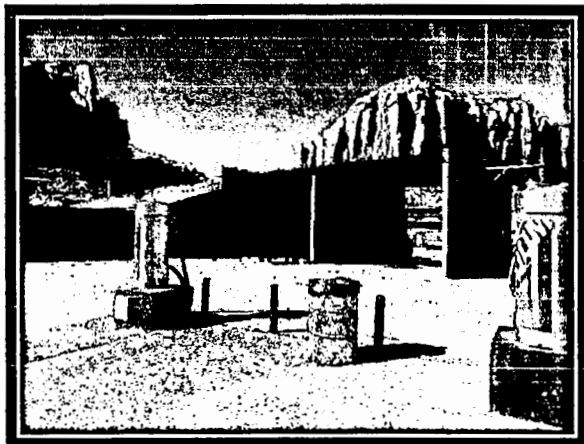


Photo 18: Car Wash located by fueling station

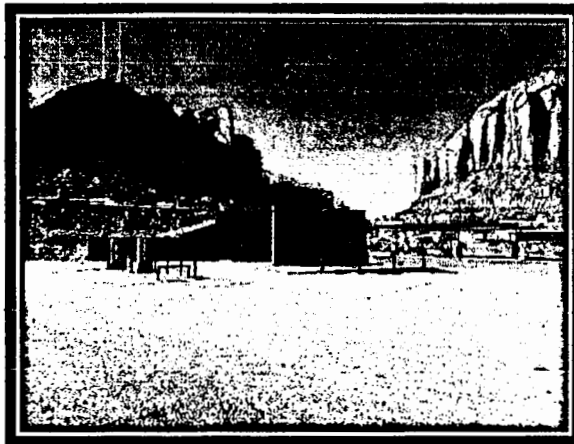


Photo 19: Three bay car wash and vacuum.



Site Photography  
Phase I Environmental Site Assessment  
Goulding's Lodge, Monument Valley, Utah  
Area 3: Hotel and Fueling Station & Grocery Store  
September and November 2022

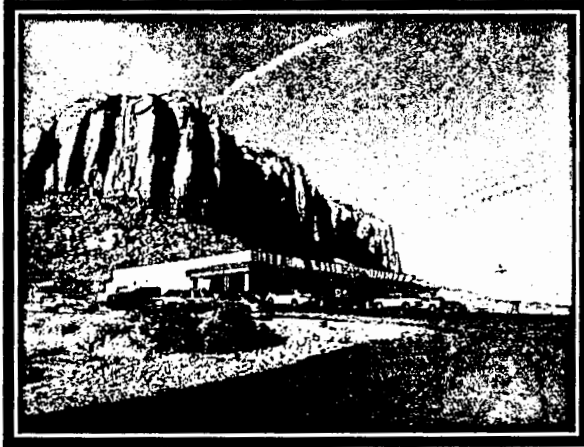


Photo 20: Goulding's Grocery Store



Photo 23: Evidence of leaking grease trap

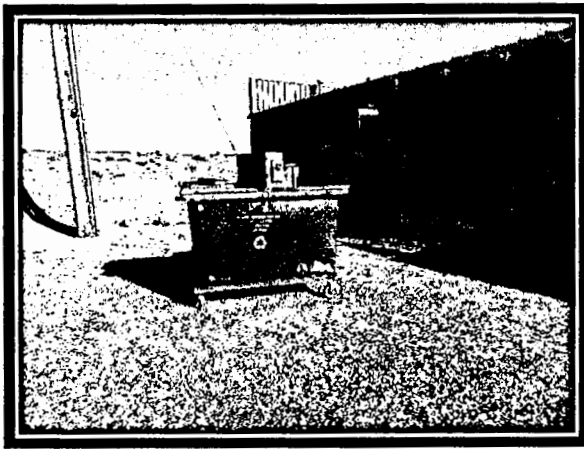


Photo 21: Grocery store café grease trap.

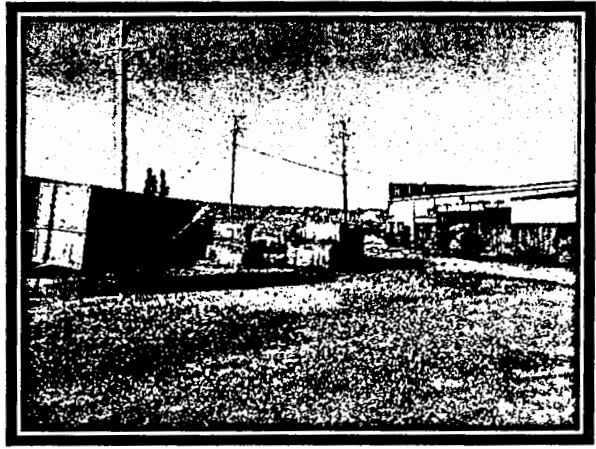


Photo 24: Recycled cardboard boxes.



Photo 22: Grease trap leak

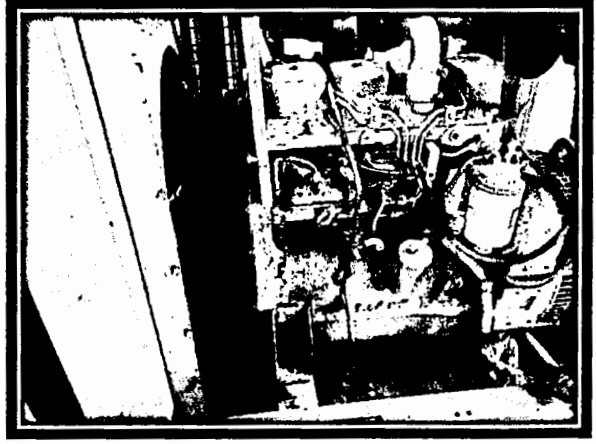


Photo 25: Decommissioned generator

**Site Photography**  
**Phase I Environmental Site Assessment**  
**Goulding's Lodge, Monument Valley, Utah**  
**Area 4: RV, Campsites, Maintenance, Housings, Warehouse**  
**September and November 2022**

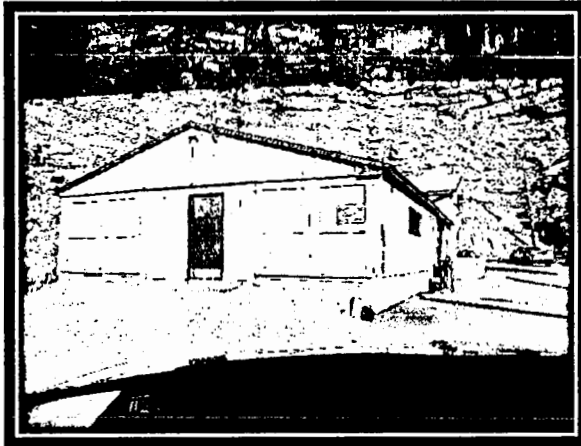


Photo 1: Maintenance/Electrical Building



Photo 4: Fuel dispenser hose



Photo 2: Maintenance/Electrical Garage

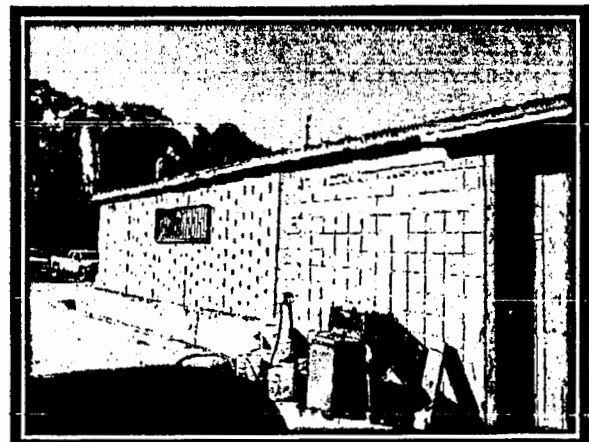


Photo 5: Maintenance/Electrical bldg South view

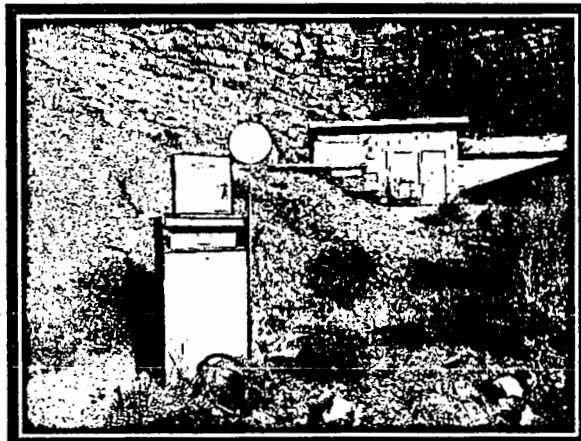


Photo 3: AST's and fuel dispenser.



Photo 2: NW view up hill to Maint. Bldg. Sewer piping.



**Site Photography**  
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**September and November 2022**



Photo 7: Broken sewage line



Photo 10: Cesspool from sewage line break



Photo 8: Sewage line break

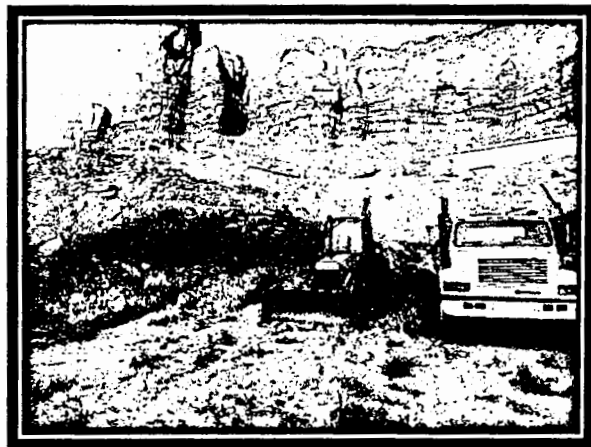


Photo 11: NW view Pipes and Maint. bldg



Photo 9: Suspect hazardous containing building material.



Photo 12: Floor tile and black mastic with transite building material

**Site Photography**  
**Phase I Environmental Site Assessment**  
**Goulding's Lodge, Monument Valley, Utah**  
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**September and November 2022**



Photo 13: Suspect hazardous building material

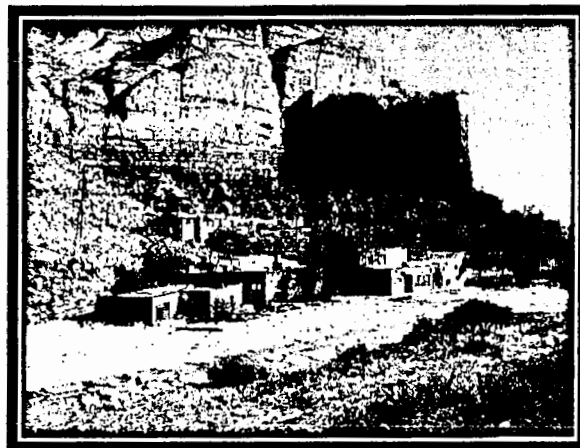


Photo 16: NE view of old hospital, now Utah College



Photo 14: Building material debris scattered among soil.

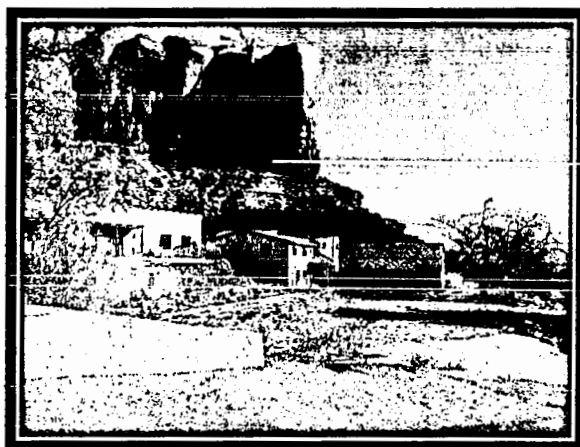


Photo 17: Church connected to old hospital

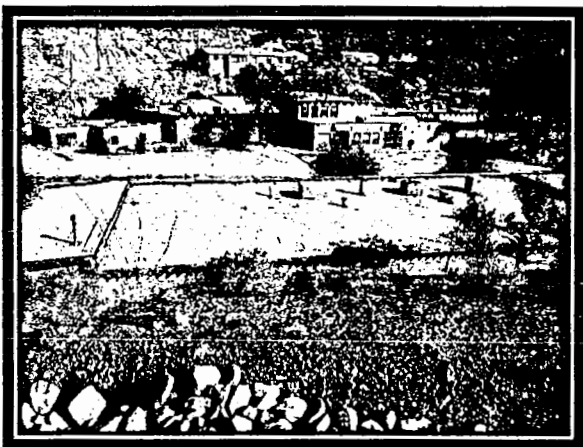


Photo 15: North view of old hospital and Maint. bldg



Photo 18: Old grease pits behind church

**Site Photography**  
**Phase I Environmental Site Assessment**  
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**September and November 2022**

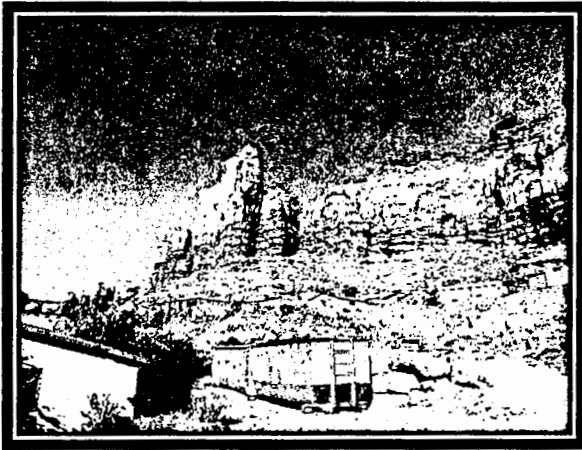


Photo 19: Roll off bin behind church.



Photo 22: Industrial laundromat

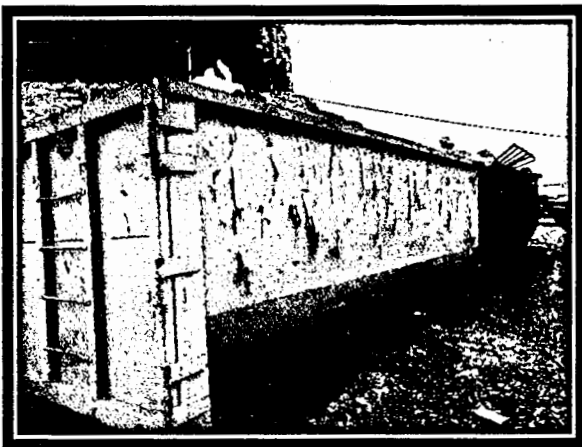


Photo 20: Roll off bin for Goulding's Lodge use.

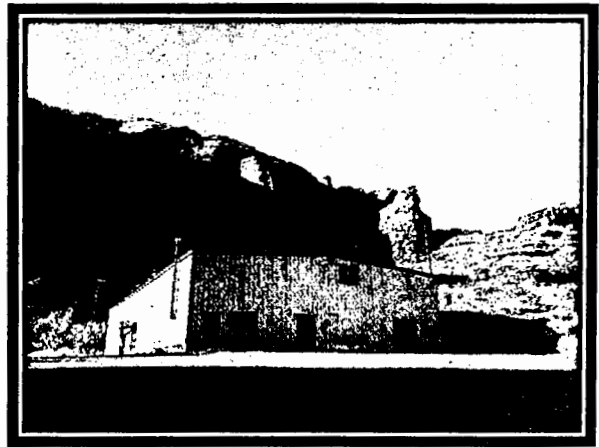


Photo 23: Warehouse structure.

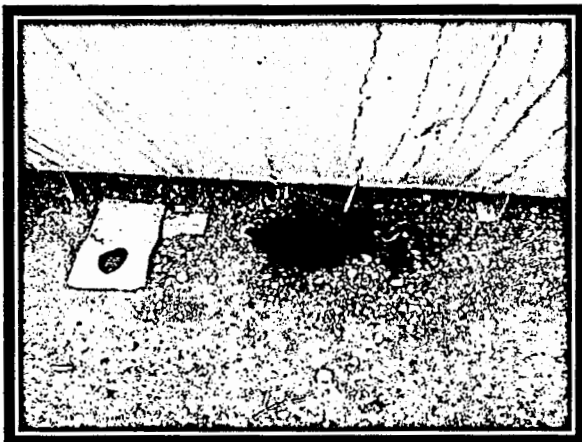


Photo 21: Roll off bin leak



Photo 24: PVC pipes behind warehouse.

**Site Photography**  
**Phase I Environmental Site Assessment**  
**Goulding's Lodge, Monument Valley, Utah**  
**Area 4: RV, Campsites, Maintenance, Housings, Warehouse**  
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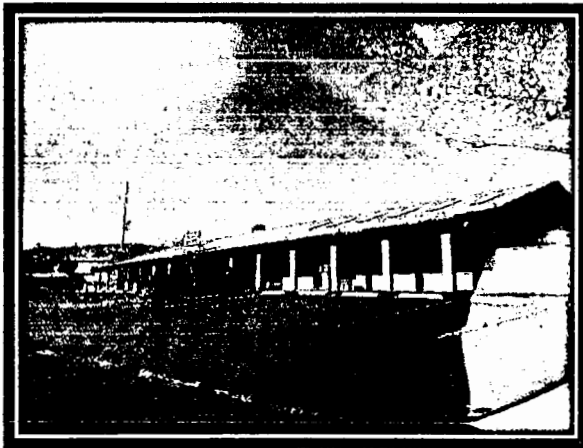


Photo 25: Campground/RV Office & Gift Shop

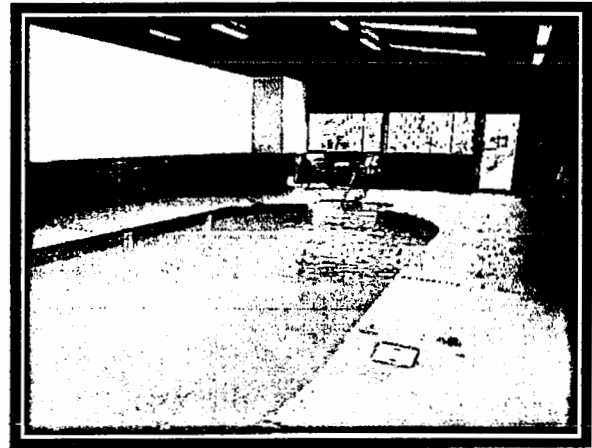


Photo 28: Indoor pool.

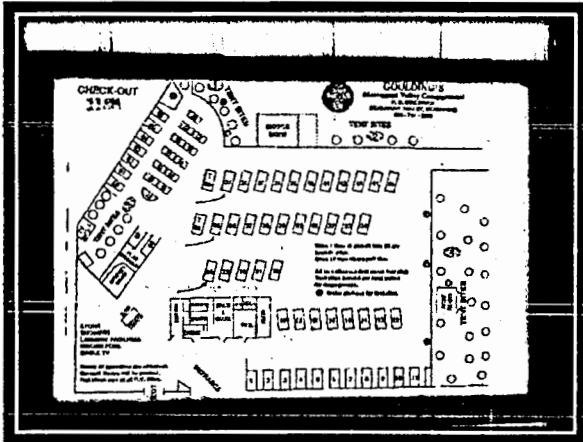


Photo 26: RV/Camp ground map as of 2022



Photo 29: Recreational vehicular park



Photo 27: Upgraded floors, gift shop and laundry.



Photo 30: Tent camp area.



**Site Photography**  
**Phase I Environmental Site Assessment**  
**Goulding's Lodge, Monument Valley, Utah**  
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**September and November 2022**

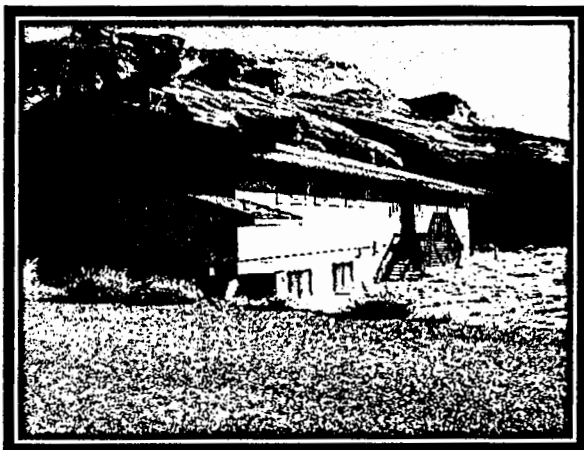


Photo 31: Former grade school building

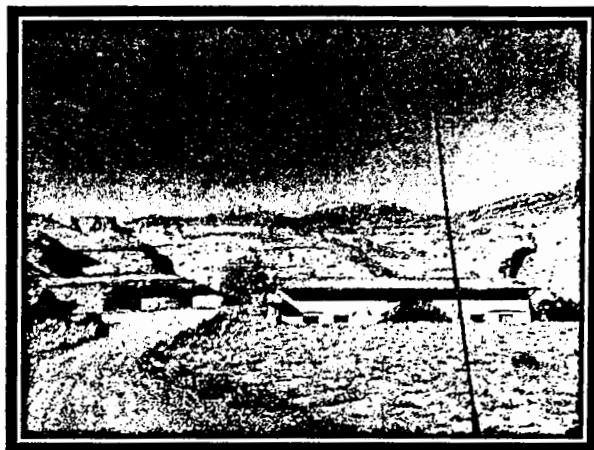


Photo 34: School building and water tanks

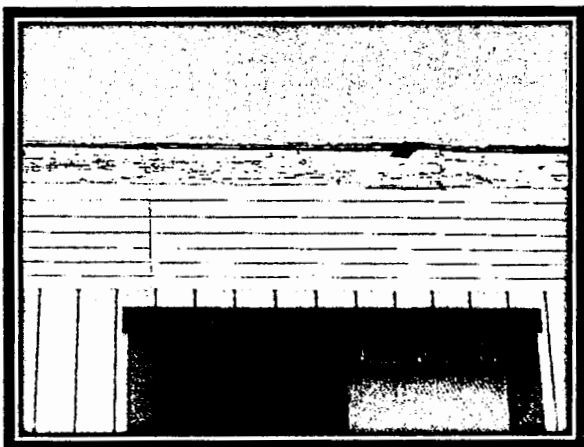


Photo 32: Flaking paint, suspect lead based.

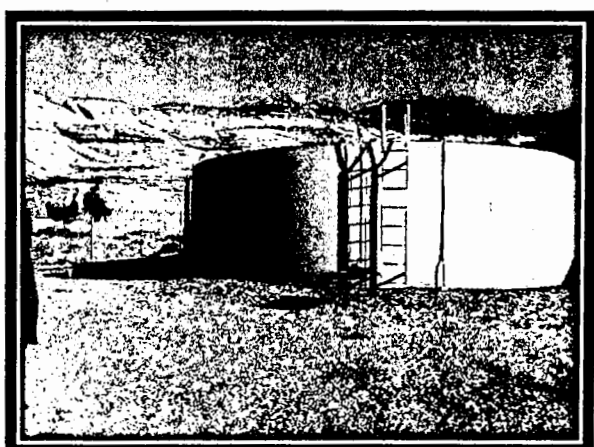


Photo 35: Newer of four tanks

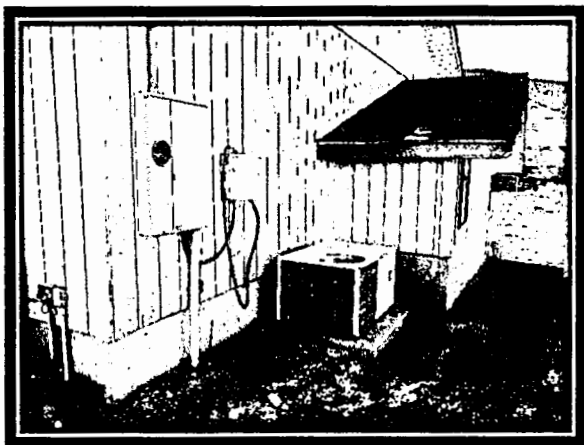


Photo 33: Electrical box and air conditioning unit.

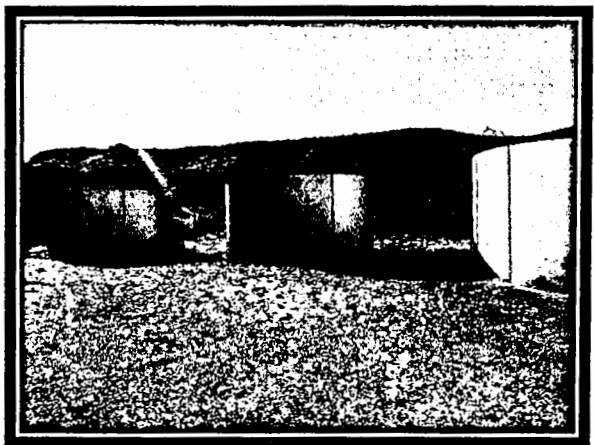


Photo 36: Water tanks on the NW section of subject property

Site Photography  
Phase I Environmental Site Assessment  
Goulding's Lodge, Monument Valley, Utah  
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September and November 2022



Photo 37: Corroded pipe insulation

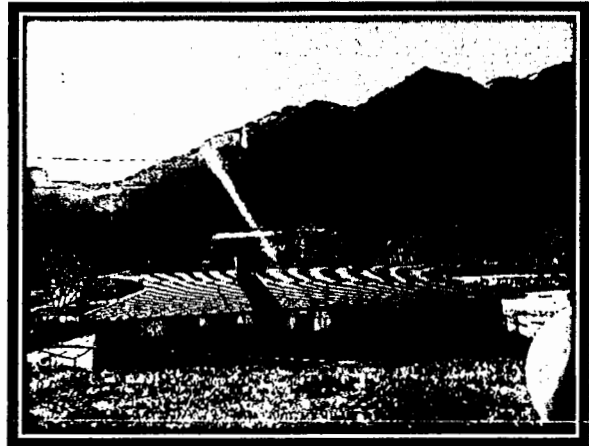


Photo 40: Two family dwelling house.



Photo 38: Single family house.

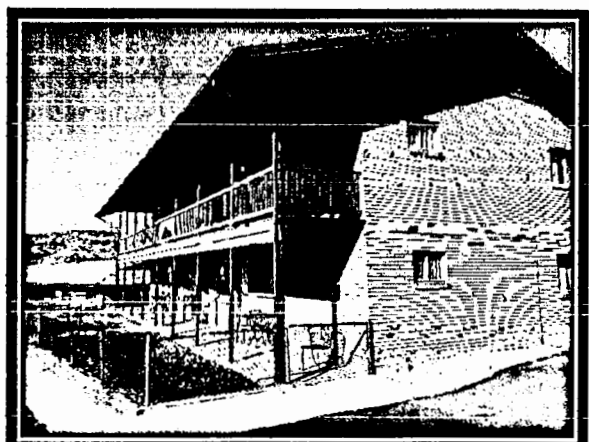


Photo 41: Four Family apartment

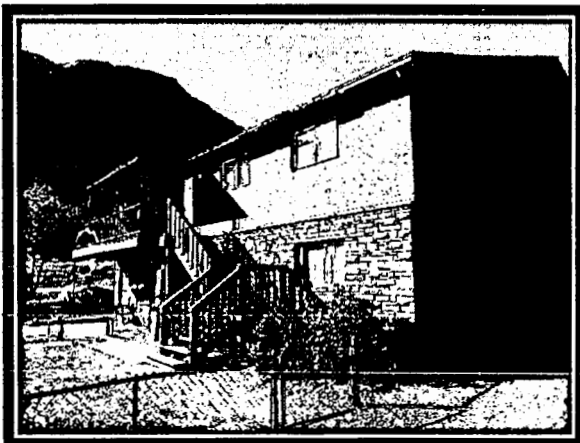


Photo 39: Duplex 342 and 343



Photo 42: Single family dwelling, "Manager Unit"

**Site Photography**  
**Phase I Environmental Site Assessment**  
**Goulding's Lodge, Monument Valley, Utah**  
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**September and November 2022**

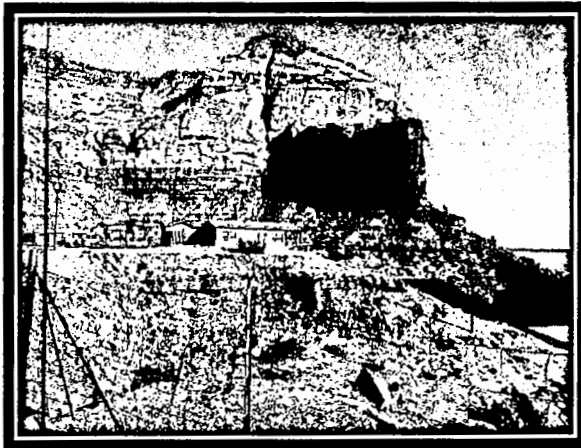


Photo 43: New "cabin"



Photo 46: Well interior



Photo 44: Single family unit by Maintenance

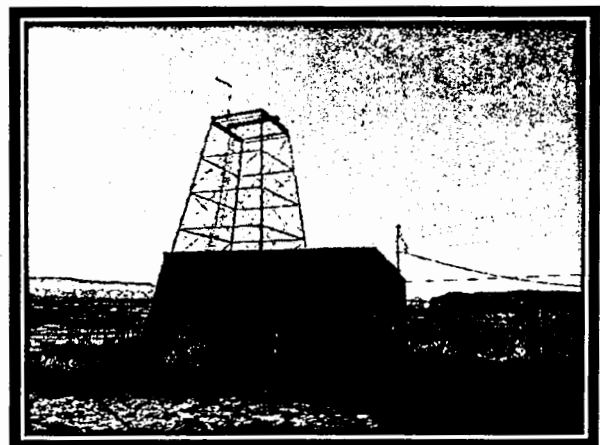


Photo 47: Second water well

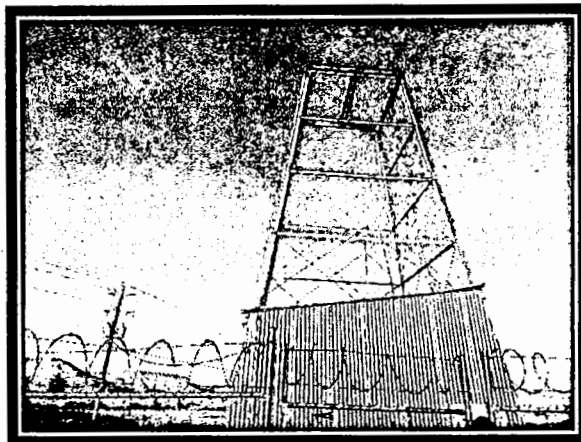


Photo 45: First well

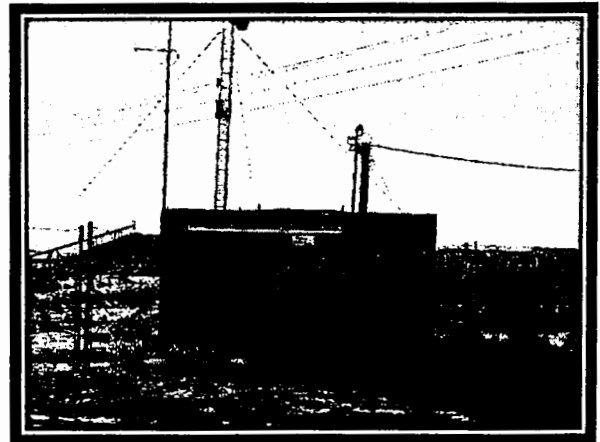


Photo 48: Second water well SE view.

# Appendix D

## EDR Reports



**Gouldings Subdivision**

CR 421

Monument Valley, UT 84536

Inquiry Number: 7131874.8

September 30, 2022

**The EDR Aerial Photo Decade Package**



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

## EDR Aerial Photo Decade Package

09/30/22

**Site Name:**

Gouldings Subdivision  
CR 421  
Monument Valley, UT 84536  
EDR Inquiry # 7131874.8

**Client Name:**

Tiis Ya Toh, Inc.  
PO Box 36  
LaPlata, NM 87418  
Contact: Tami Knight



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

**Search Results:**

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2016	1"=750'	Flight Year: 2016	USDA/NAIP
2011	1"=750'	Flight Year: 2011	USDA/NAIP
2006	1"=750'	Flight Year: 2006	USDA/NAIP
1993	1"=750'	Acquisition Date: January 01, 1993	USGS/DOQQ
1984	1"=750'	Flight Date: September 04, 1984	USGS
1980	1"=750'	Flight Date: July 03, 1980	USDA
1979	1"=750'	Flight Date: July 12, 1979	USGS
1955	1"=750'	Flight Date: November 04, 1955	USGS
1951	1"=750'	Flight Date: October 15, 1951	USGS

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INQUIRY #: 7131874.8

YEAR: 2016

= 750'



INQUIRY #: 7131874.8

YEAR: 2011

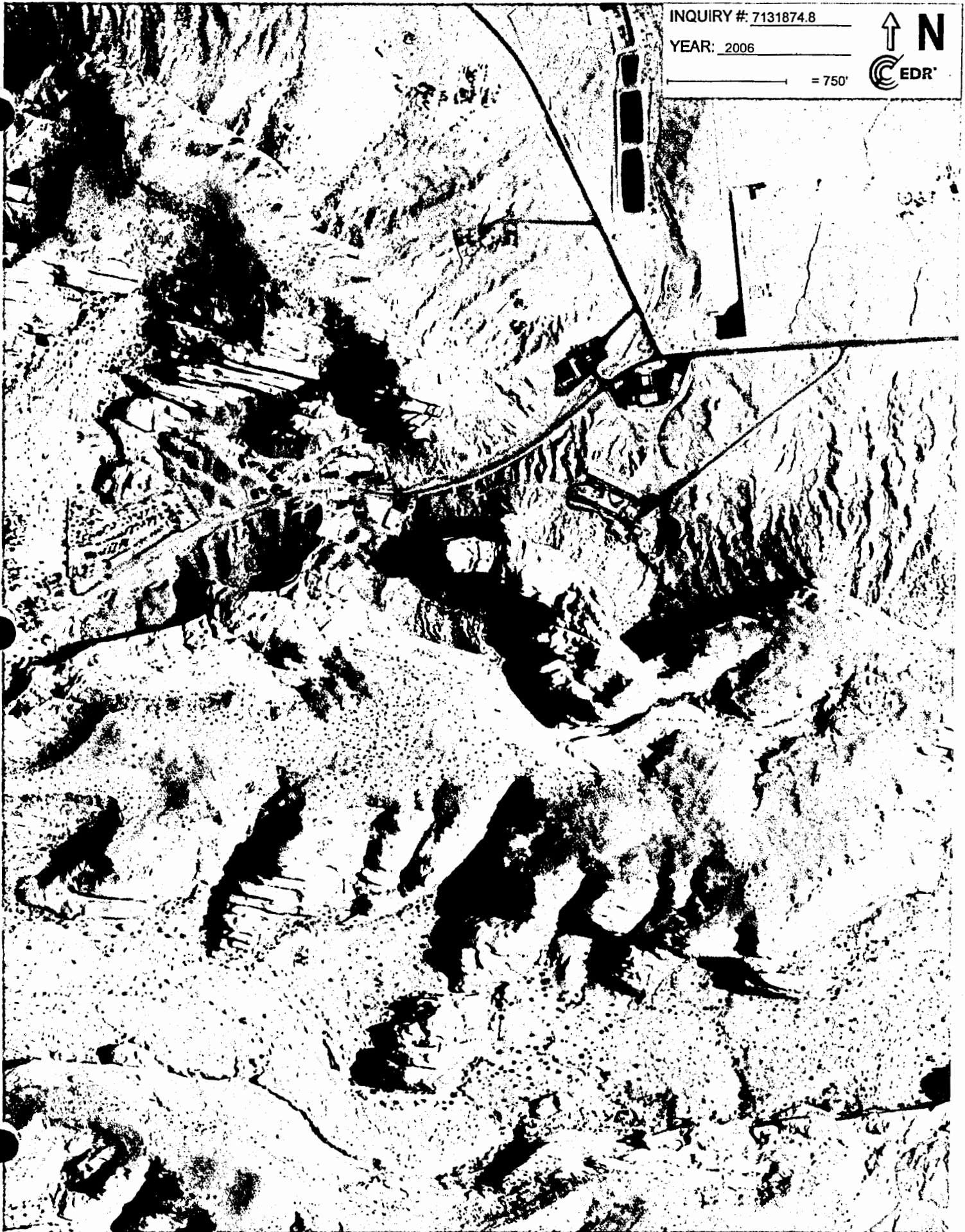
= 750'



INQUIRY #: 7131874.8

YEAR: 2006

= 750'

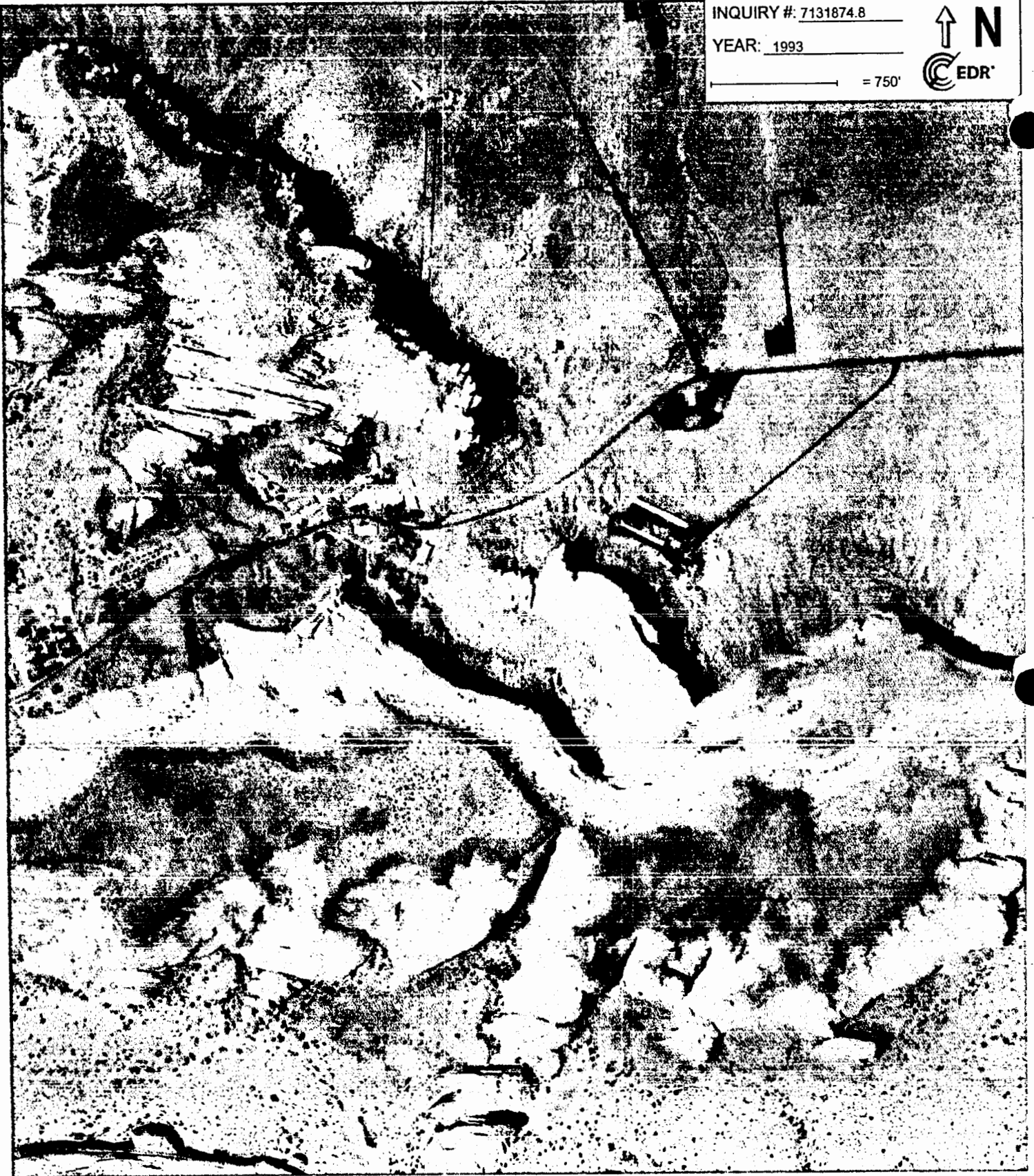




INQUIRY #: 7131874.8

YEAR: 1993

= 750'



INQUIRY #: 7131874.8

YEAR: 1984

= 750'

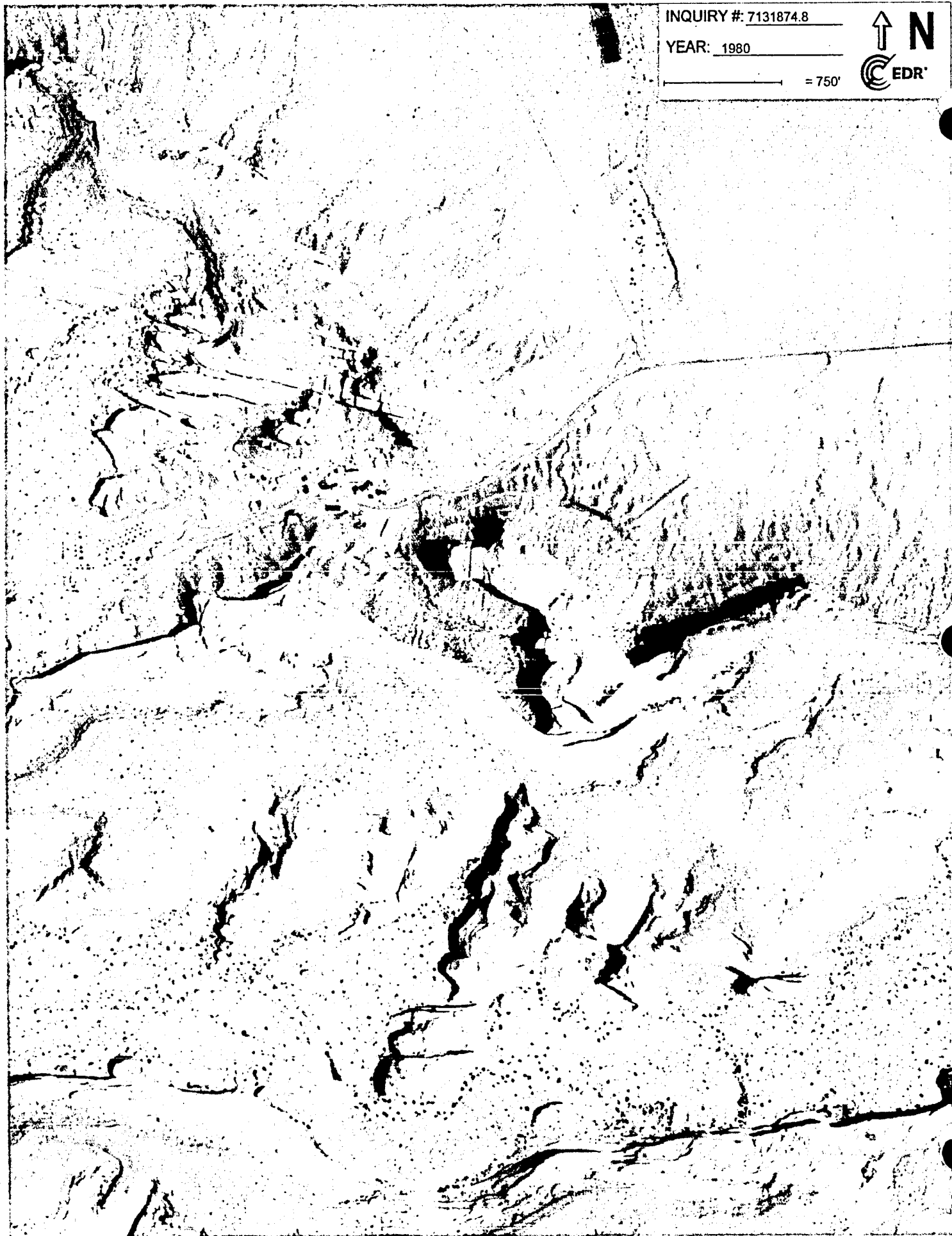


INQUIRY #: 7131874.8

YEAR: 1980



= 750'





INQUIRY #: 7131874.8

YEAR: 1979

= 750'



INQUIRY #: 7131874.8

YEAR: 1955

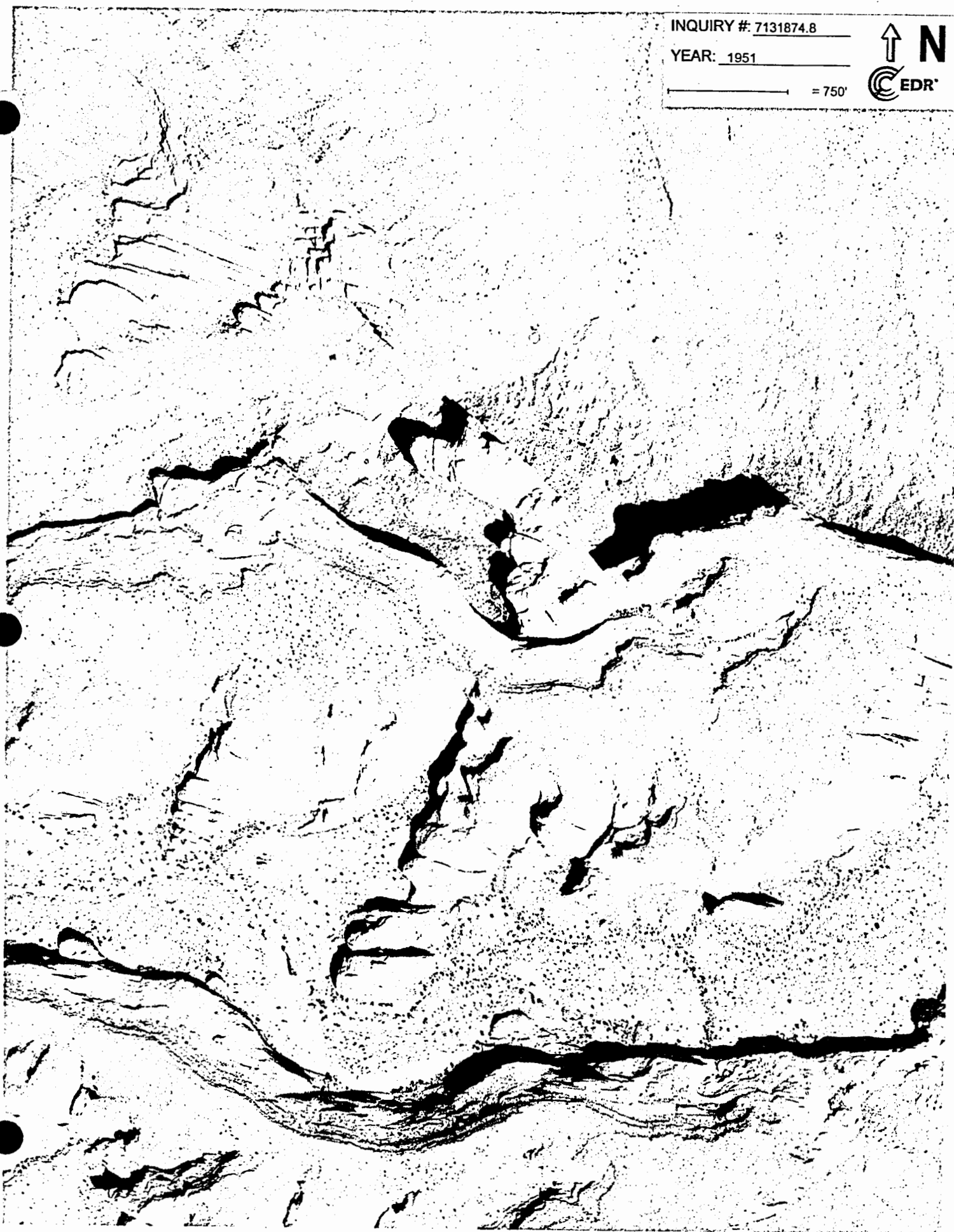
750'



INQUIRY #: 7131874.8

YEAR: 1951

= 750'



Gouldings Subdivision

CR 421

Monument Valley, UT 84536

Inquiry Number: 7131874.4

September 28, 2022

EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# EDR Historical Topo Map Report

09/28/22

**Site Name:**

Gouldings Subdivision  
CR 421  
Monument Valley, UT 84536  
EDR Inquiry # 7131874.4

**Client Name:**

Tiis Ya Toh, Inc.  
PO Box 36  
LaPlata, NM 87418  
Contact: Tami Knight



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Tiis Ya Toh, Inc. were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

**Search Results:**

**P.O.#** TYT-0040  
**Project:** Gouldings Lodge

**Coordinates:**

**Latitude:** 37.005384 37° 0' 19" North  
**Longitude:** -110.207195 -110° 12' 26" West  
**UTM Zone:** Zone 12 North  
**UTM X Meters:** 570536.32  
**UTM Y Meters:** 4095763.37  
**Elevation:** 5304.24' above sea level

**Maps Provided:**

2020, 2018  
2017  
2014  
1988  
1963  
1952

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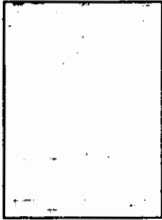
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### **Topo Sheet Key**

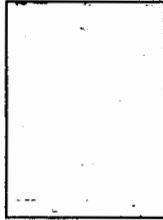
This EDR Topo Map Report is based upon the following USGS topographic map sheets.

#### **2020, 2018 Source Sheets**



Goulding

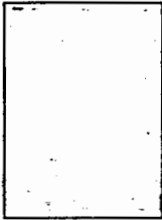
7.5-minute, 24000



Mystery Valley

7.5-minute, 24000

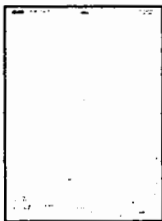
#### **2017 Source Sheets**



Goulding

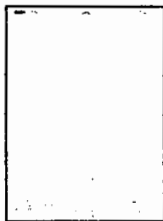
7.5-minute, 24000

#### **2014 Source Sheets**



Goulding

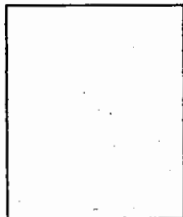
7.5-minute, 24000



Mystery Valley

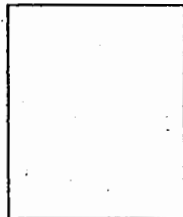
7.5-minute, 24000

#### **1988 Source Sheets**



Mystery Valley

7.5-minute, 24000  
Aerial Photo Revised 1984



Goulding

7.5-minute, 24000  
Aerial Photo Revised 1984

### **Topo Sheet Key**

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

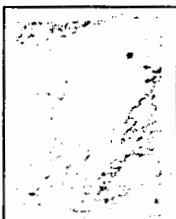
#### **1963 Source Sheets**



Goulding

15-minute, 62500  
Aerial Photo Revised 1959

#### **1952 Source Sheets**



Agatha Peak 1 NW

7.5-minute, 24000  
Aerial Photo Revised 1951



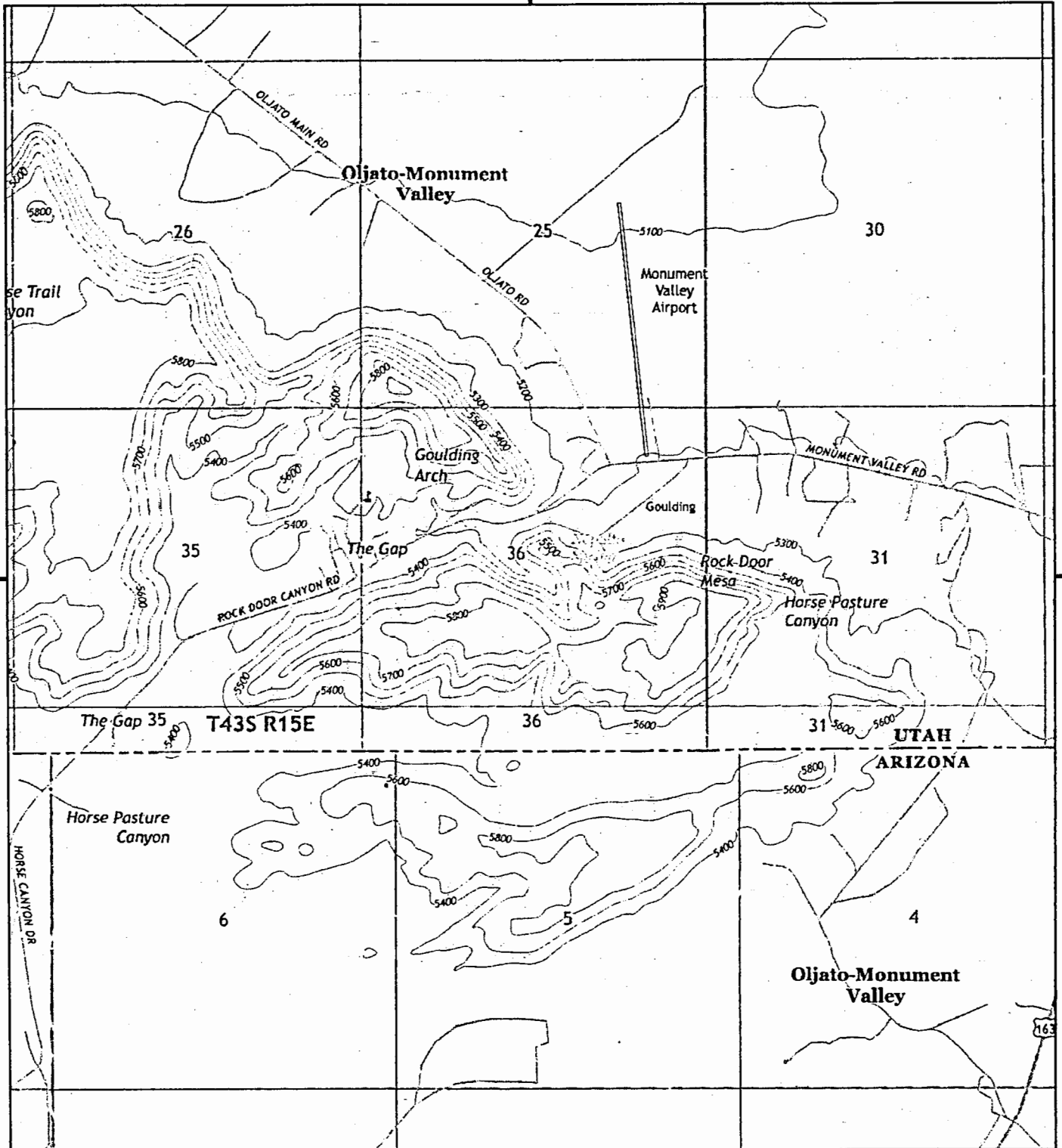
Clay Hills 4 SW

7.5-minute, 24000  
Aerial Photo Revised 1951

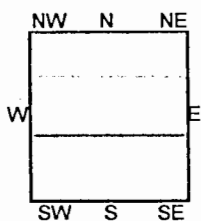
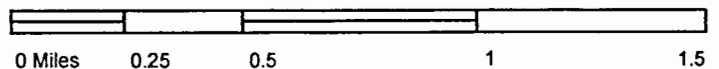


MYSTERY VALLEY

7.5-minute, 24000



This report includes information from the following map sheet(s).

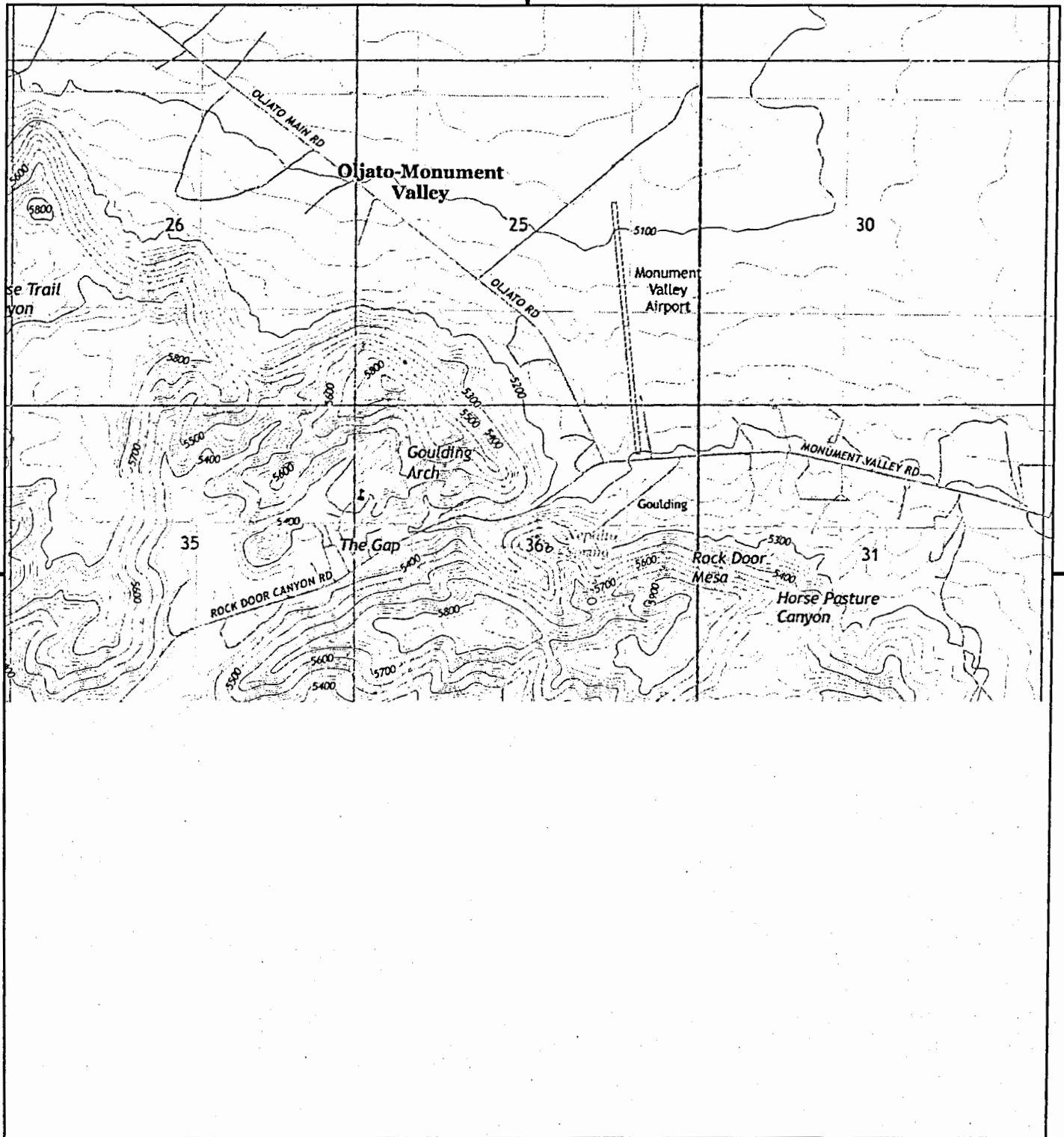


TP, Goulding, 2020, 7.5-minute  
S, Mystery Valley, 2018, 7.5-minute

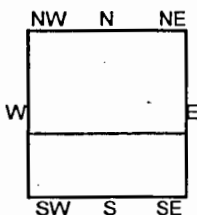
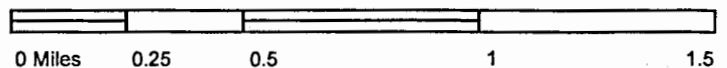
SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley, UT 84536  
CLIENT: Tiis Ya Toh, Inc.







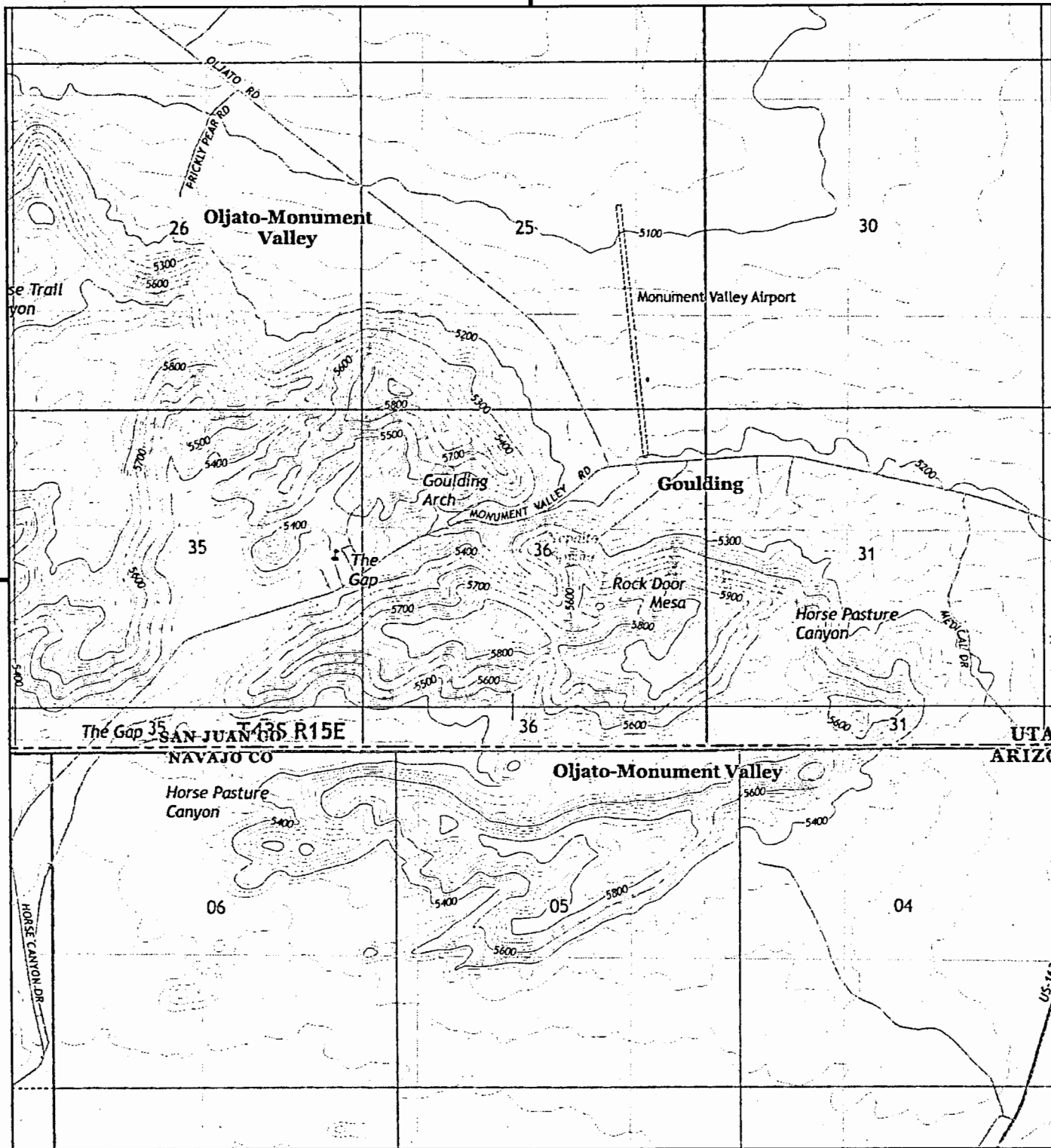
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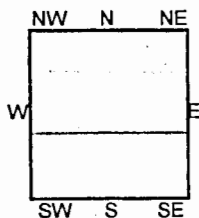
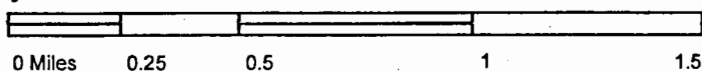
TP, Goulding, 2017, 7.5-minute

SITE NAME: Gouldings Subdivision  
 ADDRESS: CR 421  
 Monument Valley, UT 84536  
 CLIENT: Tiis Ya Toh, Inc.





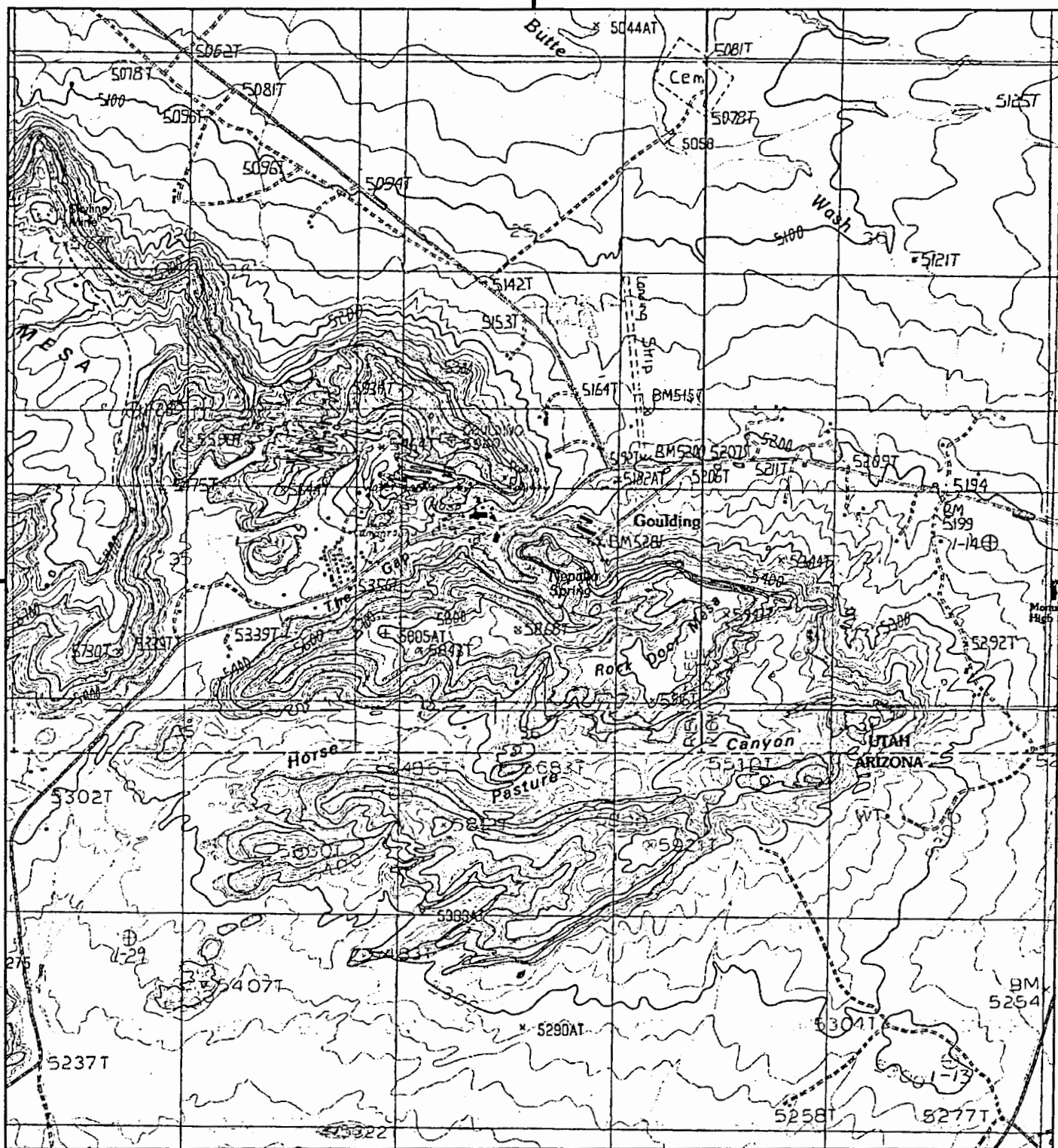
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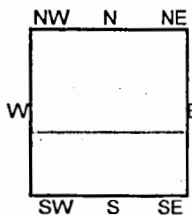
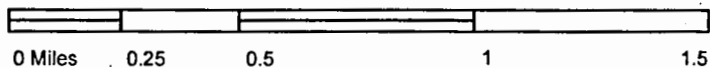
TP, Goulding, 2014, 7.5-minute  
S, Mystery Valley, 2014, 7.5-minute

SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley, UT 84536  
CLIENT: Tiis Ya Toh, Inc.





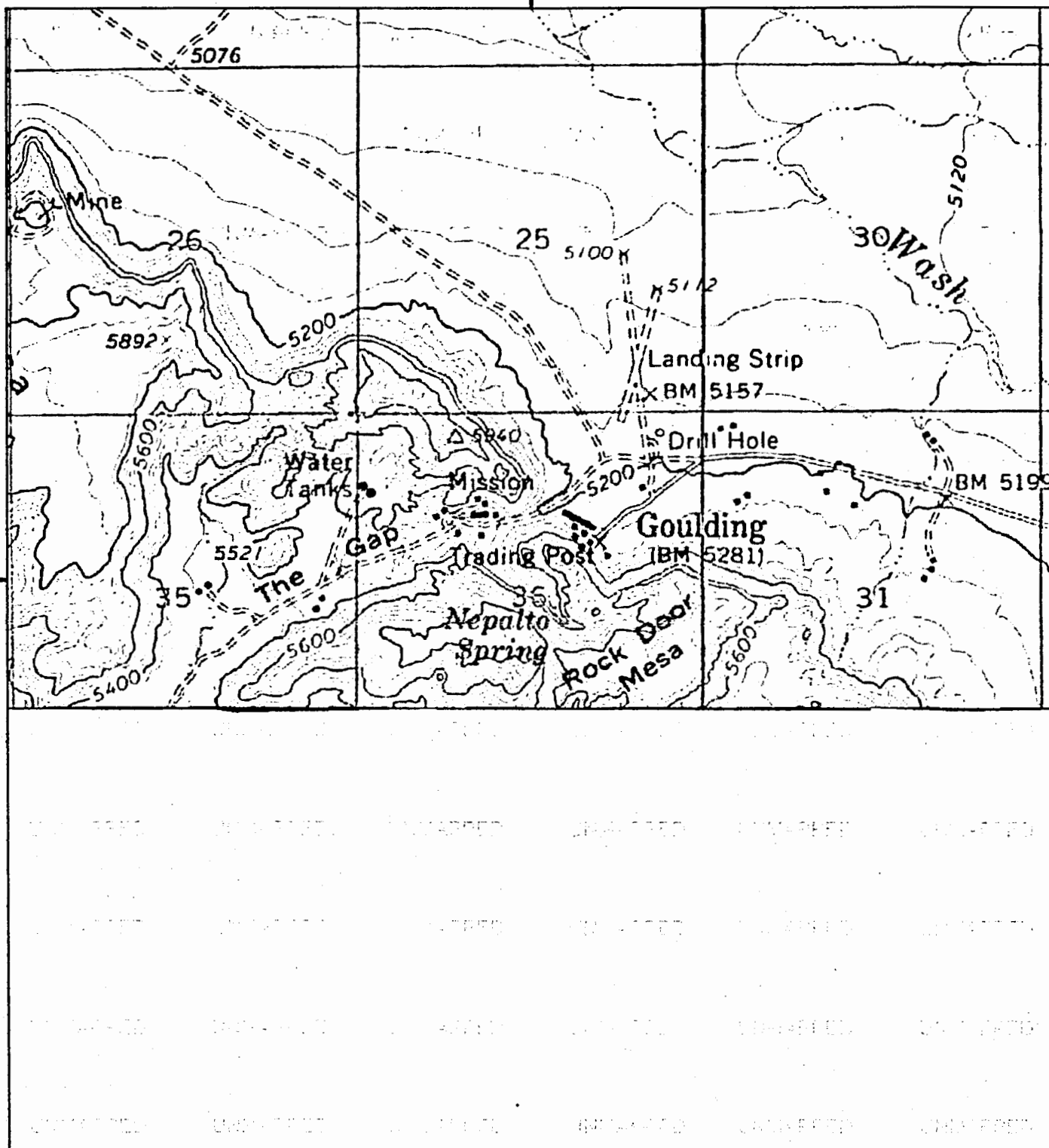
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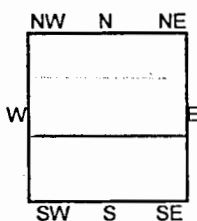
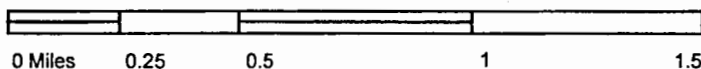
TP, Goulding, 1988, 7.5-minute  
S, Mystery Valley, 1988, 7.5-minute

SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley, UT 84536  
CLIENT: Tiis Ya Toh, Inc.





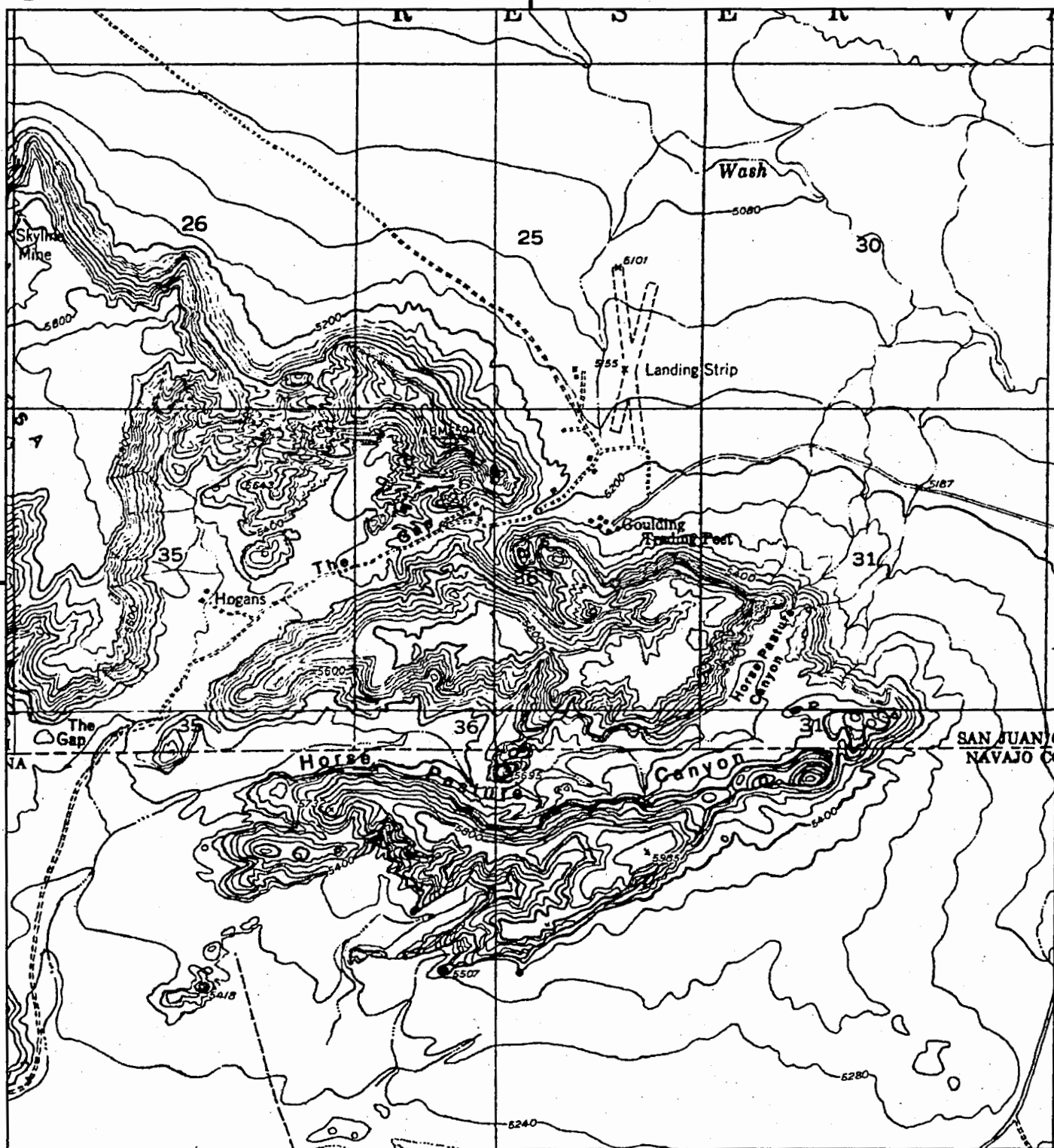
This report includes information from the following map sheet(s).



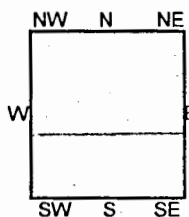
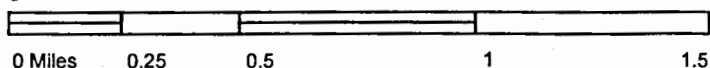
TP, Goulding, 1963, 15-minute

SITE NAME: Gouldings Subdivision  
 ADDRESS: CR 421  
 Monument Valley, UT 84536  
 CLIENT: Tiis Ya Toh, Inc.





This report includes information from the following map sheet(s).



TP, Clay Hills 4 SW, 1952, 7.5-minute  
S, Agathla Peak 1 NW, 1952, 7.5-minute  
S, MYSTERY VALLEY, 1952, 7.5-minute

SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley, UT 84536  
CLIENT: Tiis Ya Toh, Inc.



Gouldings Subdivision

CR 421

Monument Valley, UT 84536

Inquiry Number: 7131874.3

September 28, 2022

Certified Sanborn® Map Report



G Armstrong Road, 4th floor  
Shelton, CT 06484  
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[www.edrnet.com](http://www.edrnet.com)

## Certified Sanborn® Map Report

09/28/22

**Site Name:**

Gouldings Subdivision  
CR 421  
Monument Valley, UT 84536  
EDR Inquiry # 7131874.3

**Client Name:**

Tiis Ya Toh, Inc.  
PO Box 36  
LaPlata, NM 87418  
Contact: Tami Knight



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The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

### Certified Sanborn Results:

**Certification #** E91D-4EDF-8DFD

**PO #** TYT-0040

**Project** Gouldings Lodge

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Sanborn® Library search results

Certification #: E91D-4EDF-8DFD

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- ☒ Library of Congress
- ☒ University Publications of America
- ☒ EDR Private Collection

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**Gouldings Subdivision**  
CR 421  
Monument Valley, UT 84536  
Inquiry Number: 7131874.5  
September 29, 2022

## The EDR-City Directory Image Report



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City Directory Images

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## EXECUTIVE SUMMARY

### DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

### RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

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### RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2017	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2014	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2010	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2005	<input type="checkbox"/>	<input type="checkbox"/>	EDR Digital Archive
2000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
1995	<input type="checkbox"/>	<input type="checkbox"/>	EDR Digital Archive
1992	<input type="checkbox"/>	<input type="checkbox"/>	EDR Digital Archive

## FINDINGS

### TARGET PROPERTY STREET

CR 421  
Monument Valley, UT 84536

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
<b>CR 421</b>			
2017	-	EDR Digital Archive	Street not listed in Source
2014	-	EDR Digital Archive	Street not listed in Source
2010	-	EDR Digital Archive	Street not listed in Source
2005	-	EDR Digital Archive	Street not listed in Source
2000	-	EDR Digital Archive	Street not listed in Source
1995	-	EDR Digital Archive	Street not listed in Source
1992	-	EDR Digital Archive	Street not listed in Source

## FINDINGS

### CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

### MAIN ST

2017	pg. A1	EDR Digital Archive	
2014	-	EDR Digital Archive	Street not listed in Source
2010	-	EDR Digital Archive	Street not listed in Source
2005	-	EDR Digital Archive	Street not listed in Source
2000	-	EDR Digital Archive	Street not listed in Source
1995	-	EDR Digital Archive	Street not listed in Source
1992	-	EDR Digital Archive	Street not listed in Source

### MONUMENT VALLEY CLINIC RD

2017	-	EDR Digital Archive	Street not listed in Source
2014	-	EDR Digital Archive	Street not listed in Source
2010	-	EDR Digital Archive	Street not listed in Source
2005	-	EDR Digital Archive	Street not listed in Source
2000	-	EDR Digital Archive	Street not listed in Source
1995	-	EDR Digital Archive	Street not listed in Source
1992	-	EDR Digital Archive	Street not listed in Source

### MONUMENT VLY

2017	-	EDR Digital Archive	Street not listed in Source
2014	pg. A2	EDR Digital Archive	
2010	pg. A3	EDR Digital Archive	
2005	-	EDR Digital Archive	Street not listed in Source
2000	-	EDR Digital Archive	Street not listed in Source
1995	-	EDR Digital Archive	Street not listed in Source
1992	-	EDR Digital Archive	Street not listed in Source

### ROCK DOOR CANYON DR

2017	-	EDR Digital Archive	Street not listed in Source
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## FINDINGS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
2014	-	EDR Digital Archive	Street not listed in Source
2010	-	EDR Digital Archive	Street not listed in Source
2005	-	EDR Digital Archive	Street not listed in Source
2000	pg. A4	EDR Digital Archive	
1995	-	EDR Digital Archive	Street not listed in Source
1992	-	EDR Digital Archive	Street not listed in Source

## **City Directory Images**

Target Street

Cross Street

Source

EDR Digital Archive

**MAIN ST**

**2017**

1000 GOULDINGS GROCERY STORE

**MONUMENT VLY 2014**

135 ST MARY AT THE MOONLIGHT



Target Street

Cross Street

Source

EDR Digital Archive

**MONUMENT VLY 2010**

80

SIMPSONS MONUMENT VALLEY

**ROCK DOOR CANYON DR 2000**

4

MONUMENT VALLEY HEALTH CENTER

**Gouldings Subdivision**  
CR 421  
Monument Valley, UT 84536

Inquiry Number: 7131874.2s  
September 28, 2022

## The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrmet.com](http://www.edrmet.com)

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## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

CR 421  
MONUMENT VALLEY, UT 84536

#### COORDINATES

Latitude (North): 37.0053840 - 37° 0' 19.38"  
Longitude (West): 110.2071950 - 110° 12' 25.90"  
Universal Transverse Mercator: Zone 12  
UTM X (Meters): 570538.1  
UTM Y (Meters): 4095560.2  
Elevation: 5301 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 14655610 GOULDING, UT  
Version Date: 2020  
  
South Map: 11852142 MYSTERY VALLEY, AZ  
Version Date: 2018

### AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20140619, 20140620, 20150618  
Source: USDA

# MAPPED SITES SUMMARY

Target Property Address:

CR 421

MONUMENT VALLEY, UT 84536

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.)
					DIRECTION
Reg	NAVAJO NATION RESERV		INDIAN RESERV	Same	1 ft.
A1	GOULDING'S GAS STATI	1000 MAIN STREET	FINDS	Lower	1 ft.
2	MONUMENT VALLEY ADVE	P.O.BOX 4	INDIAN UST	Lower	1 ft.
A3	GOULDING TRADING POS	1000 MAIN STREET	FINDS	Lower	1 ft.
A4	GOULDINGS STATION ST	1000 MAIN STREET	FINDS	Lower	1 ft.
A5	GOULDINGS LODGE AND	1000 MAIN STREET	ICIS, FINDS, ECHO	Lower	1 ft.
6	GOULDING TRADING POS	P.O. BOX 360001 1000	INDIAN LUST, INDIAN UST	Lower	1 ft.

## EXECUTIVE SUMMARY

### TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

### DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

### STANDARD ENVIRONMENTAL RECORDS

#### *Lists of Federal NPL (Superfund) sites*

NPL..... National Priority List  
Proposed NPL..... Proposed National Priority List Sites  
NPL LIENS..... Federal Superfund Liens

#### *Lists of Federal Delisted NPL sites*

Delisted NPL..... National Priority List Deletions

#### *Lists of Federal sites subject to CERCLA removals and CERCLA orders*

FEDERAL FACILITY..... Federal Facility Site Information listing  
SEMS..... Superfund Enterprise Management System

#### *Lists of Federal CERCLA sites with NFRAP*

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

#### *Lists of Federal RCRA facilities undergoing Corrective Action*

CORRACTS..... Corrective Action Report

#### *Lists of Federal RCRA TSD facilities*

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

#### *Lists of Federal RCRA generators*

RCRA-LQG..... RCRA - Large Quantity Generators  
RCRA-SQG..... RCRA - Small Quantity Generators  
RCRA-VSQG..... RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

#### *Federal Institutional controls / engineering controls registries*

LUCIS..... Land Use Control Information System

## EXECUTIVE SUMMARY

US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROLS..... Institutional Controls Sites List

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

### ***Lists of state- and tribal hazardous waste facilities***

UT SHWS..... This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.  
AZ SHWS..... ZipAcids List

### ***Lists of state and tribal landfills and solid waste disposal facilities***

UT SWF/LF..... List of Landfills  
AZ SWF/LF..... Directory of Solid Waste Facilities

### ***Lists of state and tribal leaking storage tanks***

UT LUST..... Sites with Leaking Underground Storage Tanks  
UT LAST..... Leaking Aboveground Storage Tank Sites  
AZ LUST..... Leaking Underground Storage Tank Listing

### ***Lists of state and tribal registered storage tanks***

FEMA UST..... Underground Storage Tank Listing  
UT UST..... List of Sites with Underground Storage Tanks  
AZ UST..... Underground Storage Tank Listing  
UT AST..... Listing of Aboveground Storage Tanks  
AZ AST..... List of Aboveground Storage Tanks

### ***State and tribal institutional control / engineering control registries***

UT INST CONTROL..... Sites with Institutional Controls

### ***Lists of state and tribal voluntary cleanup sites***

UT VCP..... Voluntary Cleanup Sites List  
INDIAN VCP..... Voluntary Cleanup Priority Listing  
AZ VCP..... Voluntary Remediation Program Sites

### ***Lists of state and tribal brownfield sites***

UT BROWNFIELDS..... Brownfields Assessment Sites Listing  
AZ BROWNFIELDS..... Brownfields Tracking System

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### ***Local Brownfield lists***

US BROWNFIELDS..... A Listing of Brownfields Sites

#### ***Local Lists of Landfill / Solid Waste Disposal Sites***

INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands



## EXECUTIVE SUMMARY

ODI..... Open Dump Inventory  
 DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
 IHS OPEN DUMPS..... Open Dumps on Indian Land

### **Local Lists of Hazardous waste / Contaminated Sites**

US HIST CDL..... Delisted National Clandestine Laboratory Register  
 UT CDL..... Methamphetamine Contaminated Properties Listing  
 AZ CDL..... Clandestine Drug Labs  
 US CDL..... National Clandestine Laboratory Register  
 UT PFAS..... PFAS Site Information Listing  
 AZ PFAS..... PFAS Contamination Site Listing

### **Local Land Records**

LIENS 2..... CERCLA Lien Information

### **Records of Emergency Release Reports**

HMIRS..... Hazardous Materials Information Reporting System  
 UT SPILLS..... Spills Data  
 AZ SPILLS..... Hazardous Material Logbook  
 UT SPILLS 90..... SPILLS 90 data from FirstSearch  
 AZ SPILLS 90..... SPILLS 90 data from FirstSearch

### **Other Ascertainable Records**

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated  
 FUDS..... Formerly Used Defense Sites  
 DOD..... Department of Defense Sites  
 SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing  
 US FIN ASSUR..... Financial Assurance Information  
 EPA WATCH LIST..... EPA WATCH LIST  
 2020 COR ACTION..... 2020 Corrective Action Program List  
 TSCA..... Toxic Substances Control Act  
 TRIS..... Toxic Chemical Release Inventory System  
 SSTS..... Section 7 Tracking Systems  
 ROD..... Records Of Decision  
 RMP..... Risk Management Plans  
 RAATS..... RCRA Administrative Action Tracking System  
 PRP..... Potentially Responsible Parties  
 PADS..... PCB Activity Database System  
 FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
 MLTS..... Material Licensing Tracking System  
 COAL ASH DOE..... Steam-Electric Plant Operation Data  
 COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List  
 PCB TRANSFORMER..... PCB Transformer Registration Database  
 RADINFO..... Radiation Information Database  
 HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing  
 DOT OPS..... Incident and Accident Data  
 CONSENT..... Superfund (CERCLA) Consent Decrees  
 FUSRAP..... Formerly Utilized Sites Remedial Action Program  
 UMTA..... Uranium Mill Tailings Sites  
 LEAD SMELTERS..... Lead Smelter Sites

## EXECUTIVE SUMMARY

US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
ABANDONED MINES.....	Abandoned Mines
UXO.....	Unexploded Ordnance Sites
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
UT EML.....	Division of Air Quality
AZ AIRS.....	Arizona Airs Database
UT DRYCLEANERS.....	Registered Drycleaners
AZ DRYCLEANERS.....	Drycleaner Facility Listing
UT EWA.....	Enforceable Written Assurances
UT Financial Assurance.....	Financial Assurance Information Listing
AZ Financial Assurance.....	Financial Assurance Information Listing
UT FUDS.....	Formerly Used Defense Sites
AZ MANIFEST.....	Facility and Manifest Data
UT MMRP.....	Military Munitions Response Program
UT NPDES.....	Permitted Facilities Listing
AZ SPDES.....	NPDES
UT TIER 2.....	Tier 2 Facility Listing
UT UIC.....	UIC Site Location Listing
AZ UIC.....	Underground Injection Control Wells
UT UOPF.....	Used Oil Permitted Facilities
MINES MRDS.....	Mineral Resources Data System

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner.....	EDR Exclusive Historical Cleaners

### EDR RECOVERED GOVERNMENT ARCHIVES

#### ***Exclusive Recovered Govt. Archives***

UT RGA LF.....	Recovered Government Archive Solid Waste Facilities List
AZ RGA LF.....	Recovered Government Archive Solid Waste Facilities List
UT RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank
AZ RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

## EXECUTIVE SUMMARY

### STANDARD ENVIRONMENTAL RECORDS

#### ***Lists of state and tribal leaking storage tanks***

INDIAN LUST: A listing of leaking underground storage tank locations on Indian Land.

A review of the INDIAN LUST list, as provided by EDR, has revealed that there is 1 INDIAN LUST site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>GOULDING TRADING POS</b> Database: INDIAN LUST R9, Date of Government Version: 04/08/2022 Facility ID: NAV228 LUST Status: Closed	<b>P.O. BOX 360001 1000</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>6</b>	<b>11</b>

#### ***Lists of state and tribal registered storage tanks***

INDIAN UST: A listing of underground storage tank locations on Indian Land.

A review of the INDIAN UST list, as provided by EDR, has revealed that there are 2 INDIAN UST sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>MONUMENT VALLEY ADVE</b> Database: INDIAN UST R9, Date of Government Version: 04/08/2022 Alternate Facility ID: NAV223 Tank Status: Permanently Out of Use	<b>P.O.BOX 4</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>2</b>	<b>8</b>
<b>GOULDING TRADING POS</b> Database: INDIAN UST R9, Date of Government Version: 04/08/2022 Alternate Facility ID: NAV228 Tank Status: Permanently Out of Use	<b>P.O. BOX 360001 1000</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>6</b>	<b>11</b>

### ADDITIONAL ENVIRONMENTAL RECORDS

#### ***Other Ascertainable Records***

ICIS: The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

A review of the ICIS list, as provided by EDR, and dated 11/18/2016 has revealed that there is 1 ICIS site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>GOULDINGS LODGE AND</b> FRS ID: 110010134363	<b>1000 MAIN STREET</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>A5</b>	<b>10</b>

## EXECUTIVE SUMMARY

**INDIAN RESERV:** This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

A review of the INDIAN RESERV list, as provided by EDR, and dated 12/31/2014 has revealed that there is 1 INDIAN RESERV site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NAVAJO NATION RESERV		0 - 1/8 (0.000 mi.)	0	8

**FINDS:** The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

A review of the FINDS list, as provided by EDR, and dated 05/13/2022 has revealed that there are 4 FINDS sites within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GOULDING'S GAS STATI Registry ID:: 110063014223	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A1	8
GOULDING TRADING POS Registry ID:: 110032604402	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A3	9
GOULDINGS STATION ST Registry ID:: 110044236154	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A4	9
GOULDINGS LODGE AND Registry ID:: 110010134363	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A5	10

**ECHO:** ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

A review of the ECHO list, as provided by EDR, and dated 04/02/2022 has revealed that there is 1 ECHO site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GOULDINGS LODGE AND Registry ID: 110010134363	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A5	10

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 1 records.

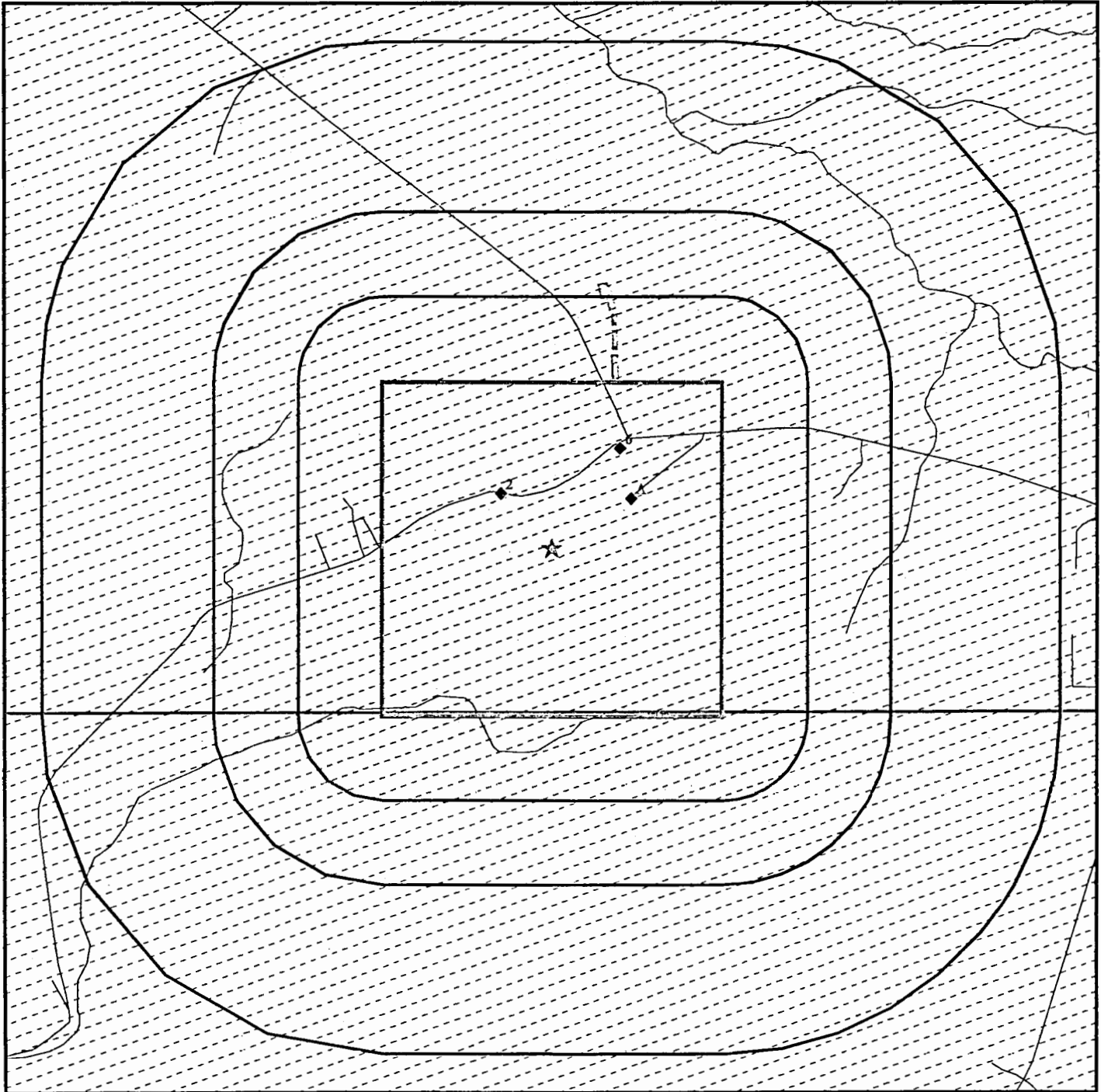
Site Name


Database(s)


MONUMENT VALLEY AGGREGATED URANIUM


SEMS

# OVERVIEW MAP - 7131874.2S



 Target Property

 Sites at elevations higher than or equal to the target property

 Sites at elevations lower than the target property

 Manufactured Gas Plants


 National Priority List Sites

 Dept. Defense Sites

 Indian Reservations BIA

 County Boundary

 Special Flood Hazard Area (1%)

 0.2% Annual Chance Flood Hazard

 National Wetland Inventory

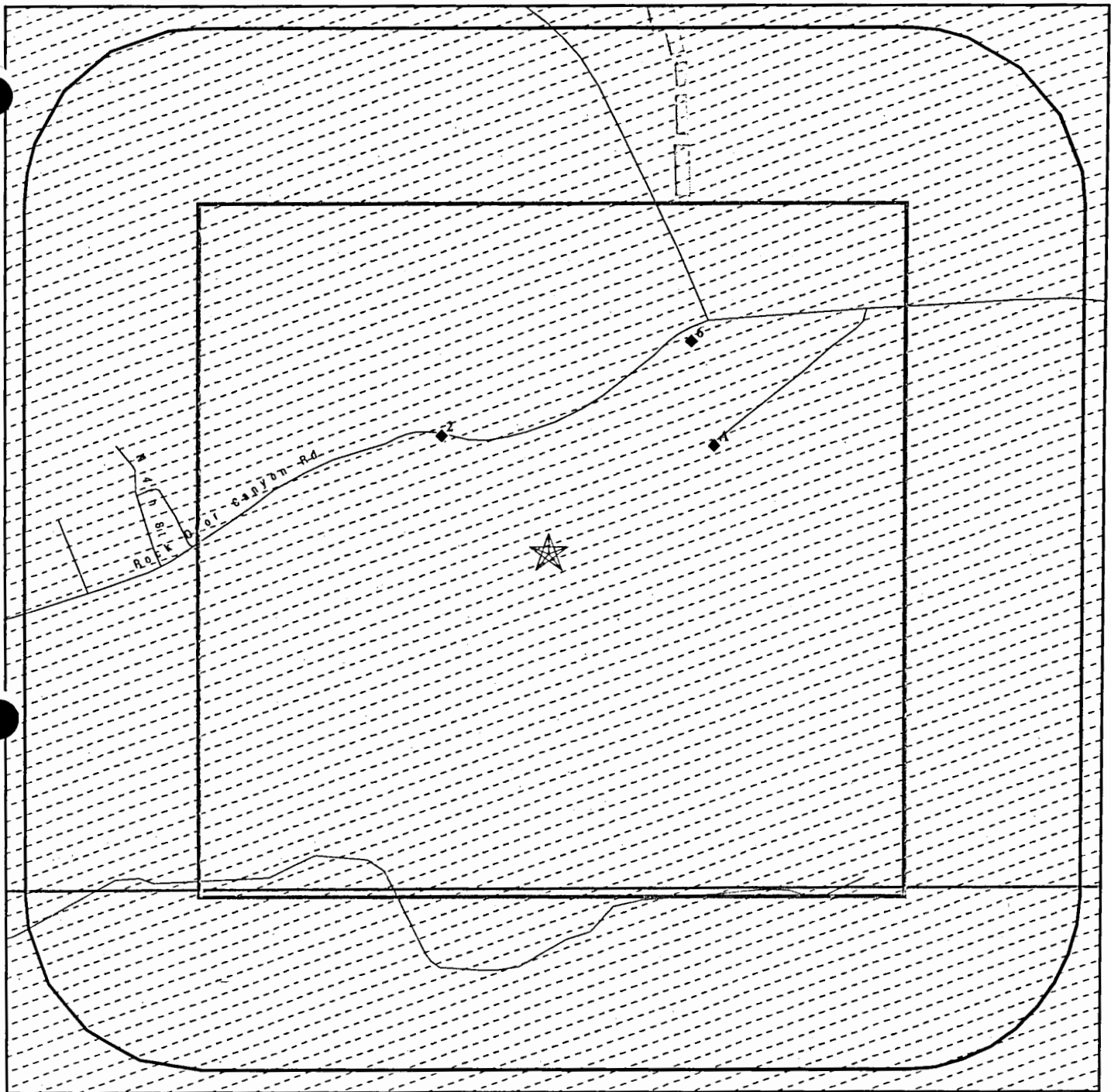
 State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley UT 84536  
LAT/LONG: 37.005384 / 110.207195

CLIENT: Tlis Ya Toh, Inc.  
CONTACT: Tami Knight  
INQUIRY #: 7131874.2s  
DATE: September 28, 2022 12:11 pm

# DETAIL MAP - 7131874.2S



- |   |  |
|---|--|
| <p> Target Property</p> <p> Sites at elevations higher than or equal to the target property</p> <p> Sites at elevations lower than the target property</p> <p> Manufactured Gas Plants</p> <p> Sensitive Receptors</p> <p> National Priority List Sites</p> <p> Dept. Defense Sites</p> | <p> Indian Reservations BIA</p> <p> County Boundary</p> <p> Special Flood Hazard Area (1%)</p> <p> 0.2% Annual Chance Flood Hazard</p> <p> National Wetland Inventory</p> <p> State Wetlands</p> |
|---|--|

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Gouldings Subdivision  
 ADDRESS: CR 421  
 Monument Valley UT 84536  
 LAT/LONG: 37.005384 / 110.207195

CLIENT: Tlis Ya Toh, Inc.  
 CONTACT: Tami Knight  
 INQUIRY #: 7131874.2s  
 DATE: September 28, 2022 12:12 pm

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b><u>STANDARD ENVIRONMENTAL RECORDS</u></b>								
<b><i>Lists of Federal NPL (Superfund) sites</i></b>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal Delisted NPL sites</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i></b>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal CERCLA sites with NFRAP</i></b>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA facilities undergoing Corrective Action</i></b>								
CORRACTS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal RCRA TSD facilities</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA generators</i></b>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<b><i>Federal ERNS list</i></b>								
ERNS	0.001		0	NR	NR	NR	NR	0
<b><i>Lists of state- and tribal hazardous waste facilities</i></b>								
UT SHWS	N/A		N/A	N/A	N/A	N/A	N/A	N/A
AZ SHWS	1.000		0	0	0	0	NR	0
<b><i>Lists of state and tribal landfills and solid waste disposal facilities</i></b>								
UT SWF/LF	0.500		0	0	0	NR	NR	0
AZ SWF/LF	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal leaking storage tanks</i></b>								
UT LUST	0.500		0	0	0	NR	NR	0



## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UT LAST	0.500		0	0	0	NR	NR	0
AZ LUST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		1	0	0	NR	NR	1
<b><i>Lists of state and tribal registered storage tanks</i></b>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UT UST	0.250		0	0	NR	NR	NR	0
AZ UST	0.250		0	0	NR	NR	NR	0
UT AST	0.250		0	0	NR	NR	NR	0
AZ AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		2	0	NR	NR	NR	2
<b><i>State and tribal Institutional control / engineering control registries</i></b>								
UT INST CONTROL	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal voluntary cleanup sites</i></b>								
UT VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
AZ VCP	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal brownfield sites</i></b>								
UT BROWNFIELDS	0.500		0	0	0	NR	NR	0
AZ BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b><i>Local Brownfield lists</i></b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Landfill / Solid Waste Disposal Sites</i></b>								
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Hazardous waste / Contaminated Sites</i></b>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
UT CDL	0.001		0	NR	NR	NR	NR	0
AZ CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
UT PFAS	0.500		0	0	0	NR	NR	0
AZ PFAS	0.500		0	0	0	NR	NR	0
<b><i>Local Land Records</i></b>								
LIENS 2	0.001		0	NR	NR	NR	NR	0
<b><i>Records of Emergency Release Reports</i></b>								
HMIRS	0.001		0	NR	NR	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UT SPILLS	0.001		0	NR	NR	NR	NR	0
AZ SPILLS	0.001		0	NR	NR	NR	NR	0
UT SPILLS 90	0.001		0	NR	NR	NR	NR	0
AZ SPILLS 90	0.001		0	NR	NR	NR	NR	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		1	NR	NR	NR	NR	1
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		1	0	0	0	NR	1
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		4	NR	NR	NR	NR	4
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001		1	NR	NR	NR	NR	1
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
UT EMI	0.001		0	NR	NR	NR	NR	0
AZ AIRS	0.001		0	NR	NR	NR	NR	0
UT DRYCLEANERS	0.250		0	0	NR	NR	NR	0
AZ DRYCLEANERS	0.250		0	0	NR	NR	NR	0
UT EWA	0.001		0	NR	NR	NR	NR	0
UT Financial Assurance	0.001		0	NR	NR	NR	NR	0
AZ Financial Assurance	0.001		0	NR	NR	NR	NR	0
UT FUDS	0.001		0	NR	NR	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
AZ MANIFEST	0.250		0	0	NR	NR	NR	0
UT MMRP	0.001		0	NR	NR	NR	NR	0
UT NPDES	0.001		0	NR	NR	NR	NR	0
AZ SPDES	0.001		0	NR	NR	NR	NR	0
UT TIER 2	0.001		0	NR	NR	NR	NR	0
UT UIC	0.001		0	NR	NR	NR	NR	0
AZ UIC	0.001		0	NR	NR	NR	NR	0
UT UOPF	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0

### EDR HIGH RISK HISTORICAL RECORDS

#### *EDR Exclusive Records*

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

UT RGA LF	0.001		0	NR	NR	NR	NR	0
AZ RGA LF	0.001		0	NR	NR	NR	NR	0
UT RGA LUST	0.001		0	NR	NR	NR	NR	0
AZ RGA LUST	0.001		0	NR	NR	NR	NR	0

- Totals -		0	10	0	0	0	0	10
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#### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

IND RES  
Region

NAVAJO NATION RESERVATION

INDIAN RESERV

CIND200471  
N/A

< 1/8  
1 ft.

, AZ

INDIAN RESERV:

Feature: Indian Reservation  
Name: Navajo Nation Reservation  
Agency: BIA

A1

GOULDING'S GAS STATION  
1000 MAIN STREET  
MONUMENT VALLEY, UT 84536

FINDS 1017401626  
N/A

< 1/8  
1 ft.

Site 1 of 4 in cluster A

Relative:  
Lower

FINDS:  
Registry ID: 110063014223

Actual:  
5245 ft.

[Click Here for FRS Facility Detail Report:](#)

Environmental Interest/Information System:

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

2

MONUMENT VALLEY ADVENTIST HOSPITAL  
P.O.BOX 4  
MONUMENT VALLEY, UT 84536

INDIAN UST 1009393650  
N/A

< 1/8  
1 ft.

Indian UST:

Relative:  
Lower

Actual:  
5251 ft.

Region: 9  
Alternate Facility ID: NAV223  
Facility Name2: MONUMENT VALLEY ADVENTIST HOSPITAL  
Tank ID: TANK 1  
Tank Status: Permanently Out of Use  
Status Date: Not reported  
Substance Description: Gasoline (containing <=10% ethanol)  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: MONUMENT VALLEY ADVENTIST HOSPITAL  
Address: P.O.BOX 4  
City,State,Zip: MONUMENT VALLEY, UT 84536  
Facility County: Not reported  
Facility Telephone: (435) 727-3241

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MONUMENT VALLEY ADVENTIST HOSPITAL (Continued)**

**1009393650**

Overfill installed: False  
Spill installed: False  
Date installed: 1977-01-01 00:00:00  
Federally Regulated Tank: True  
Land Status: Indian Land  
Tank Capacity: 1000  
Latitude: 37.007778  
Longitude: -110.21

**A3**  
**GOULDING TRADING POST**  
**1000 MAIN STREET**  
**MONUMENT VALLEY, UT 84536**  
**< 1/8**  
**1 ft**

**FINDS 1010500421**  
**N/A**

**Site 2 of 4 in cluster A**

**Relative:** FINDS:  
**Lower** Registry ID: 110032604402

**Actual:**  
**5245 ft.** Click Here for FRS Facility Detail Report:

**Environmental Interest/Information System:**

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and its Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**A4**  
**GOULDINGS STATION STORE**  
**1000 MAIN STREET**  
**MONUMENT VALLEY, UT 84536**  
**< 1/8**  
**1 ft**

**FINDS 1014910135**  
**N/A**

**Site 3 of 4 in cluster A**

**Relative:** FINDS:  
**Lower** Registry ID: 110044236154

**Actual:**  
**5245 ft.** Click Here for FRS Facility Detail Report:

**Environmental Interest/Information System:**

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDINGS STATION STORE (Continued)

1014910135

information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A5 GOULDINGS LODGE AND GAS  
1000 MAIN STREET  
< 1/8 MONUMENT VALLEY, UT 84536  
1 ft.

ICIS 1005591492  
FINDS N/A  
ECHO

Site 4 of 4 in cluster A

Relative:  
Lower  
Actual:  
5245 ft.

ICIS:  
Enforcement Action ID: 09-2008-0042  
FRS ID: 110010134363  
Action Name: Goulding's Conoco  
Facility Name: GOULDINGS LODGE AND GAS  
Facility Address: 1000 MAIN STREET  
MONUMENT VALLEY, UT 84536  
Enforcement Action Type: RCRA 9006 AO For Comp And/Or Pen (UST) - UST Expedited Settlement Program  
Facility County: SAN JUAN  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 9006E  
Facility SIC Code: 5541  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 37.016944  
Longitude in Decimal Degrees: -110.203611  
Permit Type Desc: Not reported  
Program System Acronym: 600042139  
Facility NAICS Code: Not reported  
Tribal Land Code: R792

Facility Name: GOULDINGS LODGE AND GAS  
Address: 1000 MAIN STREET  
Tribal Indicator: Y  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: 5541

FINDS:  
Registry ID: 110010134363

[Click Here for FRS Facility Detail Report:](#)

Environmental Interest/Information System:

US National Pollutant Discharge Elimination System (NPDES) module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDINGS LODGE AND GAS (Continued)

1005591492

discharge does not adversely affect water quality.  
ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain Integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1005591492  
Registry ID: 110010134363  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110010134363>  
Name: GOULDINGS LODGE  
Address: 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536

6

< 1/8  
1 ft.

GOULDING TRADING POST  
P.O. BOX 360001 1000 MAIN STREET  
MONUMENT VALLEY, UT 84536

INDIAN LUST 1005849643  
INDIAN UST N/A

Relative:  
Lower  
Actual:  
5183 ft.

Indian LUST:

Facility ID: NAV228  
Region: 9  
Tribe Name: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536  
LUST Status: Closed  
Land Status: Indian Land  
Lust Release Type: Confirmed  
Last Event Date: 2021-08-27 00:00:00  
Latitude: 37.009721999999996  
Longitude: -110.203611  
Last Status: Cleanup Completed (NFA - Confirmed Release)

Indian UST:

Region: 9  
Alternate Facility ID: NAV228  
Facility Name2: GOULDING TRADING POST  
Tank ID: TANK 1  
Tank Status: Permanently Out of Use  
Status Date: 5-Apr-21  
Substance Description: Diesel  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDING TRADING POST (Continued)

1005849643

City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1983-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	6000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9
Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 5
Tank Status:	Permanently Out of Use
Status Date:	27-Jan-91
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1970-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	8000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9
Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 4
Tank Status:	Permanently Out of Use
Status Date:	27-Jan-91
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1970-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	8000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDING TRADING POST (Continued)

1005849643

Alternate Facility ID: NAV228  
Facility Name2: GOULDING TRADING POST  
Tank ID: TANK 3  
Tank Status: Permanently Out of Use  
Status Date: 5-Apr-21  
Substance Description: Gasoline (containing <=10% ethanol)  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536  
Facility County: Not reported  
Facility Telephone: (435) 727-3225  
Overfill installed: True  
Spill installed: True  
Date installed: 1983-01-01 00:00:00  
Federally Regulated Tank: True  
Land Status: Indian Land  
Tank Capacity: 10000  
Latitude: 37.009722  
Longitude: -110.203611

Region: 9  
Alternate Facility ID: NAV228  
Facility Name2: GOULDING TRADING POST  
Tank ID: TANK 2  
Tank Status: Permanently Out of Use  
Status Date: 5-Apr-21  
Substance Description: Gasoline (containing <=10% ethanol)  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536  
Facility County: Not reported  
Facility Telephone: (435) 727-3225  
Overfill installed: True  
Spill installed: True  
Date installed: 1983-01-01 00:00:00  
Federally Regulated Tank: True  
Land Status: Indian Land  
Tank Capacity: 6000  
Latitude: 37.009722  
Longitude: -110.203611

Count: 1 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
MONUMENT VALLEY	1008341516	MONUMENT VALLEY AGGREGATED URANIUM	T41-425, R18E OLJETO	84536	SEMS

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

### STANDARD ENVIRONMENTAL RECORDS

#### *Lists of Federal NPL (Superfund) sites*

##### NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: N/A  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Quarterly

##### NPL Site Boundaries

###### Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 3  
Telephone 215-814-5418

EPA Region 4  
Telephone 404-562-8033

EPA Region 5  
Telephone 312-886-6686

EPA Region 10  
Telephone 206-553-8665

EPA Region 6  
Telephone: 214-655-6659

EPA Region 7  
Telephone: 913-551-7247

EPA Region 8  
Telephone: 303-312-6774

EPA Region 9  
Telephone: 415-947-4246

##### Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: N/A  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Quarterly

##### NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991  
Date Data Arrived at EDR: 02/02/1994  
Date Made Active in Reports: 03/30/1994  
Number of Days to Update: 56

Source: EPA  
Telephone: 202-564-4267  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

### ***Lists of Federal Delisted NPL sites***

#### **Delisted NPL: National Priority List Deletions**

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: N/A  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Quarterly

### ***Lists of Federal sites subject to CERCLA removals and CERCLA orders***

#### **FEDERAL FACILITY: Federal Facility Site Information listing**

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021  
Date Data Arrived at EDR: 06/24/2021  
Date Made Active in Reports: 09/20/2021  
Number of Days to Update: 88

Source: Environmental Protection Agency  
Telephone: 703-603-8704  
Last EDR Contact: 09/06/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Varies

#### **SEMS: Superfund Enterprise Management System**

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Quarterly

### ***Lists of Federal CERCLA sites with NFRAP***

#### **SEMS-ARCHIVE: Superfund Enterprise Management System Archive**

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 07/26/2022	Source: EPA
Date Data Arrived at EDR: 08/02/2022	Telephone: 800-424-9346
Date Made Active in Reports: 08/22/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 20	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Quarterly

### *Lists of Federal RCRA facilities undergoing Corrective Action*

#### **CORRACTS: Corrective Action Report**

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/20/2022	Source: EPA
Date Data Arrived at EDR: 06/21/2022	Telephone: 800-424-9346
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### *Lists of Federal RCRA TSD facilities*

#### **RCRA-TSDF: RCRA - Treatment, Storage and Disposal**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### *Lists of Federal RCRA generators*

#### **RCRA-LQG: RCRA - Large Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### RCRA-VSQQ: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### *Federal Institutional controls / engineering controls registries*

#### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/16/2022	Source: Department of the Navy
Date Data Arrived at EDR: 05/19/2022	Telephone: 843-820-7326
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/03/2022
Number of Days to Update: 71	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

#### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

#### US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### *Federal ERNS list*

#### ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/14/2022  
Date Data Arrived at EDR: 06/15/2022  
Date Made Active in Reports: 06/21/2022  
Number of Days to Update: 6

Source: National Response Center, United States Coast Guard  
Telephone: 202-267-2180  
Last EDR Contact: 09/20/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

### *Lists of state- and tribal hazardous waste facilities*

#### UT SHWS: This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: N/A

#### AZ SHWS: ZipAcids List

The ACIDS list consists of more than 750 locations subject to investigation under the State Water Quality Assurance Revolving Fund (WQARF) and Federal CERCLA programs. The list is no longer updated by the state.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: Department of Environmental Quality  
Telephone: 602-771-4360  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: N/A

### *Lists of state and tribal landfills and solid waste disposal facilities*

#### UT SWF/LF: List of Landfills

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 10/07/2021  
Date Data Arrived at EDR: 10/12/2021  
Date Made Active in Reports: 01/10/2022  
Number of Days to Update: 90

Source: Department of Environmental Quality  
Telephone: 801-538-6170  
Last EDR Contact: 06/30/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

#### AZ SWF/LF: Directory of Solid Waste Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/31/2021  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 04/06/2022  
Number of Days to Update: 6

Source: Department of Environmental Quality  
Telephone: 602-771-2300  
Last EDR Contact: 06/29/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### *Lists of state and tribal leaking storage tanks*

#### UT LUST: Sites with Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/11/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 07/12/2022	Telephone: 801-536-4115
Date Made Active in Reports: 09/27/2022	Last EDR Contact: 07/12/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Quarterly

#### UT LAST: Leaking Aboveground Storage Tank Sites

A listing of leaking aboveground storage tank locations.

Date of Government Version: 06/16/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/17/2022	Telephone: 801-536-4141
Date Made Active in Reports: 09/02/2022	Last EDR Contact: 09/08/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 12/12/2022
	Data Release Frequency: Varies

#### AZ LUST: Leaking Underground Storage Tank Listing

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 04/01/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 04/07/2022	Telephone: 602-771-4345
Date Made Active in Reports: 06/30/2022	Last EDR Contact: 07/13/2022
Number of Days to Update: 84	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

#### INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 06/02/2022	Source: EPA Region 4
Date Data Arrived at EDR: 06/13/2022	Telephone: 404-562-8677
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land

A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021	Source: EPA Region 1
Date Data Arrived at EDR: 06/11/2021	Telephone: 617-918-1313
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 06/13/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/20/2022	Source: EPA Region 8
Date Data Arrived at EDR: 06/13/2022	Telephone: 303-312-6271
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/28/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 6  
Telephone: 214-665-6597  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/14/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/08/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: Environmental Protection Agency  
Telephone: 415-972-3372  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/11/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA, Region 5  
Telephone: 312-886-7439  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### *Lists of state and tribal registered storage tanks*

#### FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021  
Date Data Arrived at EDR: 11/05/2021  
Date Made Active in Reports: 02/01/2022  
Number of Days to Update: 88

Source: FEMA  
Telephone: 202-646-5797  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 01/16/2023  
Data Release Frequency: Varies

#### UT UST: List of Sites with Underground Storage Tanks

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 07/11/2022  
Date Data Arrived at EDR: 07/12/2022  
Date Made Active in Reports: 09/27/2022  
Number of Days to Update: 77

Source: Department of Environmental Quality  
Telephone: 801-536-4115  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### AZ UST: Underground Storage Tank Listing

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 04/01/2022  
Date Data Arrived at EDR: 04/07/2022  
Date Made Active in Reports: 06/30/2022  
Number of Days to Update: 84

Source: Department of Environmental Quality  
Telephone: 602-771-4345  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Annually

### UT AST: Listing of Aboveground Storage Tanks Aboveground storage tank site locations.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 09/08/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

### AZ AST: List of Aboveground Storage Tanks

Aboveground storage tanks that the Dept. of Building & Fire Safety have permitted.

Date of Government Version: 12/05/2019  
Date Data Arrived at EDR: 12/06/2019  
Date Made Active in Reports: 01/31/2020  
Number of Days to Update: 56

Source: Department of Building & Fire Safety  
Telephone: 602-364-1003  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: No Update Planned

### AZ AST 2: Aboveground Storage Tank Listing

A listing of aboveground storage tank site locations.

Date of Government Version: 06/22/2022  
Date Data Arrived at EDR: 06/23/2022  
Date Made Active in Reports: 09/12/2022  
Number of Days to Update: 81

Source: Department of Environmental Quality  
Telephone: 602-771-4380  
Last EDR Contact: 08/30/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Varies

### INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/14/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/28/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 6  
Telephone: 214-665-7591  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/08/2022	Source: EPA Region 9
Date Data Arrived at EDR: 06/13/2022	Telephone: 415-972-3368
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 06/02/2022	Source: EPA Region 4
Date Data Arrived at EDR: 06/13/2022	Telephone: 404-562-9424
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/20/2022	Source: EPA Region 10
Date Data Arrived at EDR: 06/13/2022	Telephone: 206-553-2857
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/07/2022	Source: EPA, Region 1
Date Data Arrived at EDR: 06/13/2022	Telephone: 617-918-1313
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/11/2022	Source: EPA Region 5
Date Data Arrived at EDR: 06/13/2022	Telephone: 312-886-6136
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/20/2022	Source: EPA Region 8
Date Data Arrived at EDR: 06/13/2022	Telephone: 303-312-6137
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

**State and tribal institutional control / engineering control registries**

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT INST CONTROL: Sites with Institutional Controls

Sites included on the Brownfields Sites listing that have institutional controls in place.

Date of Government Version: 04/19/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 04/20/2022	Telephone: 801-536-4100
Date Made Active in Reports: 07/14/2022	Last EDR Contact: 07/18/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### *Lists of state and tribal voluntary cleanup sites*

#### UT VCP: Voluntary Cleanup Sites List

The purpose of the program is to encourage the voluntary cleanup of sites where there has been a contaminant release threatening public health and the environment, thereby removing the stigma attached to these sites which blocks economic redevelopment. Voluntary cleanup of these sites will hopefully result in clearing the pathway for returning these properties to beneficial use.

Date of Government Version: 03/17/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 05/12/2022	Telephone: 801-536-4100
Date Made Active in Reports: 08/02/2022	Last EDR Contact: 08/08/2022
Number of Days to Update: 82	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

#### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 07/08/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

#### AZ VCP: Voluntary Remediation Program Sites

Sites involved in the Voluntary Remediation Program.

Date of Government Version: 10/12/2021	Source: Department of Environmental Quality
Date Data Arrived at EDR: 12/27/2021	Telephone: 602-771-4411
Date Made Active in Reports: 03/18/2022	Last EDR Contact: 09/21/2022
Number of Days to Update: 81	Next Scheduled EDR Contact: 01/10/2023
	Data Release Frequency: Varies

#### INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 09/29/2015	Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016	Last EDR Contact: 09/13/2022
Number of Days to Update: 142	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Varies

### *Lists of state and tribal brownfield sites*

#### UT BROWNFIELDS: Brownfields Assessment Sites

A Brownfields 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, controlled substance or petroleum product.

Date of Government Version: 11/09/2021	Source: Department of Environmental Quality
Date Data Arrived at EDR: 11/11/2021	Telephone: 801-536-4100
Date Made Active in Reports: 02/02/2022	Last EDR Contact: 08/16/2022
Number of Days to Update: 83	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**AZ BROWNFIELDS:** Brownfields Tracking System  
Information relating to Brownfields sites in Arizona.

Date of Government Version: 10/14/2021  
Date Data Arrived at EDR: 10/26/2021  
Date Made Active in Reports: 01/13/2022  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 602-771-4401  
Last EDR Contact: 09/09/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Varies

### ADDITIONAL ENVIRONMENTAL RECORDS

#### *Local Brownfield lists*

**US BROWNFIELDS:** A Listing of Brownfields Sites

Brownfields are 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. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022  
Date Data Arrived at EDR: 03/10/2022  
Date Made Active in Reports: 03/10/2022  
Number of Days to Update: 0

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 09/09/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Semi-Annually

#### *Local Lists of Landfill / Solid Waste Disposal Sites*

**INDIAN ODI:** Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

**DEBRIS REGION 9:** Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: No Update Planned

**ODI:** Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014  
Date Data Arrived at EDR: 08/06/2014  
Date Made Active in Reports: 01/29/2015  
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service  
Telephone: 301-443-1452  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### Local Lists of Hazardous waste / Contaminated Sites

#### US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 04/30/2022  
Date Data Arrived at EDR: 05/24/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 66

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 08/18/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: No Update Planned

#### UT CDL: Methamphetamine Contaminated Properties Listing

Utah Administrative Rule 19-6-901 Illegal Drug Operations Site Reporting and Decontamination Act requires local health departments to maintain a list of properties believed to be contaminated by the illegal manufacture of drugs. The following properties were reported to the Salt Lake Valley Health Department by a complaint or report from a law enforcement agency and the Department has determined that reasonable evidence exists that the property is contaminated.

Date of Government Version: 05/31/2022  
Date Data Arrived at EDR: 05/31/2022  
Date Made Active in Reports: 08/19/2022  
Number of Days to Update: 80

Source: Salt Lake Valley Health Department  
Telephone: 801-468-2750  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

#### AZ CDL: Clandestine Drug Labs

A listing of drug lab seizures in Arizona.

Date of Government Version: 10/28/2019  
Date Data Arrived at EDR: 10/30/2019  
Date Made Active in Reports: 12/12/2019  
Number of Days to Update: 43

Source: Board of Technical Registration  
Telephone: 602-364-4931  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Varies

#### US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 04/30/2022  
Date Data Arrived at EDR: 05/24/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 66

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 08/18/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Quarterly

#### UT PFAS: PFAS Site Information Listing

PFAS site information

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/11/2022  
Date Data Arrived at EDR: 07/12/2022  
Date Made Active in Reports: 09/27/2022  
Number of Days to Update: 77

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### AZ AQUEOUS FOAM: Aqueous Film Forming Foam Listing

When AFFF is used, discharged or released to the environment, containment and cleanup may be required to prevent future adverse health or environmental impacts.

Date of Government Version: 11/14/2020  
Date Data Arrived at EDR: 03/22/2022  
Date Made Active in Reports: 04/26/2022  
Number of Days to Update: 35

Source: Department of Environmental Quality  
Telephone: 602-771-6145  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### AZ PFAS: PFAS Contamination Site Listing

Arizona's Public Water System Screening for Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS) Final Report. The purpose of the grant was to screen Public Water System (PWS) drinking water wells in Arizona potentially impacted by perfluorooctanoic acid (PFOA) and/or perfluorooctane sulfonate (PFOS) contamination.

Date of Government Version: 09/22/2021  
Date Data Arrived at EDR: 05/03/2022  
Date Made Active in Reports: 07/20/2022  
Number of Days to Update: 78

Source: Department of Environmental Quality  
Telephone: 602-364-3118  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### Local Land Records

#### LIENS 2: CERCLA Lien Information

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: Environmental Protection Agency  
Telephone: 202-564-6023  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Semi-Annually

### Records of Emergency Release Reports

#### HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/21/2022  
Date Data Arrived at EDR: 03/21/2022  
Date Made Active in Reports: 06/14/2022  
Number of Days to Update: 85

Source: U.S. Department of Transportation  
Telephone: 202-366-4555  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

#### UT SPILLS: Spills Data

Incidents reported to the Division of Environmental Response and Remediation

Date of Government Version: 01/10/2022  
Date Data Arrived at EDR: 01/13/2022  
Date Made Active in Reports: 04/05/2022  
Number of Days to Update: 82

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### AZ SPILLS: Hazardous Material Logbook

Chemical spills and incidents referred to the Emergency Response Unit.

Date of Government Version: 11/15/2001	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/28/2007	Telephone: 602-771-4153
Date Made Active in Reports: 07/24/2007	Last EDR Contact: 08/15/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

### UT SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 07/31/2011	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/11/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### AZ SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/11/2001	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/11/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### Other Ascertainable Records

#### RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAinfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

#### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 05/11/2022	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 05/17/2022	Telephone: 202-528-4285
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/11/2022
Number of Days to Update: 73	Next Scheduled EDR Contact: 11/28/2022
	Data Release Frequency: Varies

#### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/07/2021  
Date Data Arrived at EDR: 07/13/2021  
Date Made Active in Reports: 03/09/2022  
Number of Days to Update: 239

Source: USGS  
Telephone: 888-275-8747  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018  
Date Data Arrived at EDR: 04/11/2018  
Date Made Active in Reports: 11/06/2019  
Number of Days to Update: 574

Source: U.S. Geological Survey  
Telephone: 888-275-8747  
Last EDR Contact: 07/08/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: N/A

### SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017  
Date Data Arrived at EDR: 02/03/2017  
Date Made Active in Reports: 04/07/2017  
Number of Days to Update: 63

Source: Environmental Protection Agency  
Telephone: 615-532-8599  
Last EDR Contact: 08/03/2022  
Next Scheduled EDR Contact: 11/21/2022  
Data Release Frequency: Varies

### US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 06/20/2022  
Date Data Arrived at EDR: 06/21/2022  
Date Made Active in Reports: 08/31/2022  
Number of Days to Update: 71

Source: Environmental Protection Agency  
Telephone: 202-566-1917  
Last EDR Contact: 09/20/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

### EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013  
Date Data Arrived at EDR: 03/21/2014  
Date Made Active in Reports: 06/17/2014  
Number of Days to Update: 88

Source: Environmental Protection Agency  
Telephone: 617-520-3000  
Last EDR Contact: 07/29/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Quarterly

### 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/30/2017  
Date Data Arrived at EDR: 05/08/2018  
Date Made Active in Reports: 07/20/2018  
Number of Days to Update: 73

Source: Environmental Protection Agency  
Telephone: 703-308-4044  
Last EDR Contact: 08/04/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 06/17/2020  
Date Made Active in Reports: 09/10/2020  
Number of Days to Update: 85

Source: EPA  
Telephone: 202-260-5521  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Every 4 Years

### TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018  
Date Data Arrived at EDR: 08/14/2020  
Date Made Active in Reports: 11/04/2020  
Number of Days to Update: 82

Source: EPA  
Telephone: 202-566-0250  
Last EDR Contact: 08/11/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Annually

### SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 07/18/2022  
Date Data Arrived at EDR: 07/18/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 11

Source: EPA  
Telephone: 202-564-4203  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Annually

### ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: 703-416-0223  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Annually

### RMP: Risk Management Plans

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/04/2022	Telephone: 202-564-8600
Date Made Active in Reports: 05/10/2022	Last EDR Contact: 07/14/2022
Number of Days to Update: 6	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

### PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 07/26/2022	Source: EPA
Date Data Arrived at EDR: 08/02/2022	Telephone: 202-564-6023
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 29	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Quarterly

### PADS: PCB Activity Database System

PCB Activity Database. PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022	Source: EPA
Date Data Arrived at EDR: 01/20/2022	Telephone: 202-566-0500
Date Made Active in Reports: 03/25/2022	Last EDR Contact: 07/08/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Annually

### ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 09/27/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 01/16/2023
	Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009  
Date Data Arrived at EDR: 04/16/2009  
Date Made Active in Reports: 05/11/2009  
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances  
Telephone: 202-566-1667  
Last EDR Contact: 08/18/2017  
Next Scheduled EDR Contact: 12/04/2017  
Data Release Frequency: No Update Planned

**FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009  
Date Data Arrived at EDR: 04/16/2009  
Date Made Active in Reports: 05/11/2009  
Number of Days to Update: 25

Source: EPA  
Telephone: 202-566-1667  
Last EDR Contact: 08/18/2017  
Next Scheduled EDR Contact: 12/04/2017  
Data Release Frequency: No Update Planned

**MLTS: Material Licensing Tracking System**

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 06/10/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 69

Source: Nuclear Regulatory Commission  
Telephone: 301-415-7169  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Quarterly

**COAL ASH DOE: Steam-Electric Plant Operation Data**

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 11/30/2021  
Date Made Active in Reports: 02/22/2022  
Number of Days to Update: 84

Source: Department of Energy  
Telephone: 202-586-8719  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

**COAL ASH EPA: Coal Combustion Residues Surface Impoundments List**

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017  
Date Data Arrived at EDR: 03/05/2019  
Date Made Active in Reports: 11/11/2019  
Number of Days to Update: 251

Source: Environmental Protection Agency  
Telephone: N/A  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

**PCB TRANSFORMER: PCB Transformer Registration Database**

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019  
Date Data Arrived at EDR: 11/06/2019  
Date Made Active in Reports: 02/10/2020  
Number of Days to Update: 96

Source: Environmental Protection Agency  
Telephone: 202-566-0517  
Last EDR Contact: 08/04/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

**RADINFO: Radiation Information Database**

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019  
Date Data Arrived at EDR: 07/01/2019  
Date Made Active in Reports: 09/23/2019  
Number of Days to Update: 84

Source: Environmental Protection Agency  
Telephone: 202-343-9775  
Last EDR Contact: 09/21/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Quarterly

### HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2007  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

### HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2008  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

### DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020  
Date Data Arrived at EDR: 01/28/2020  
Date Made Active in Reports: 04/17/2020  
Number of Days to Update: 80

Source: Department of Transportation, Office of Pipeline Safety  
Telephone: 202-366-4595  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Quarterly

### CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2022  
Date Data Arrived at EDR: 04/14/2022  
Date Made Active in Reports: 07/12/2022  
Number of Days to Update: 89

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 01/16/2023  
Data Release Frequency: Varies

### BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019  
Date Data Arrived at EDR: 03/02/2022  
Date Made Active in Reports: 03/25/2022  
Number of Days to Update: 23

Source: EPANTIS  
Telephone: 800-424-9346  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Biennially

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014  
Date Data Arrived at EDR: 07/14/2015  
Date Made Active in Reports: 01/10/2017  
Number of Days to Update: 546

Source: USGS  
Telephone: 202-208-3710  
Last EDR Contact: 07/08/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

### FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021  
Date Data Arrived at EDR: 07/27/2021  
Date Made Active in Reports: 10/22/2021  
Number of Days to Update: 87

Source: Department of Energy  
Telephone: 202-586-3559  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019  
Date Data Arrived at EDR: 11/15/2019  
Date Made Active in Reports: 01/28/2020  
Number of Days to Update: 74

Source: Department of Energy  
Telephone: 505-845-0011  
Last EDR Contact: 08/24/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Varies

### LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: Environmental Protection Agency  
Telephone: 703-603-8787  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Varies

### LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust.

Date of Government Version: 04/05/2001  
Date Data Arrived at EDR: 10/27/2010  
Date Made Active in Reports: 12/02/2010  
Number of Days to Update: 36

Source: American Journal of Public Health  
Telephone: 703-305-6451  
Last EDR Contact: 12/02/2009  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

### US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

### US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

### MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/21/2022  
Date Data Arrived at EDR: 03/22/2022  
Date Made Active in Reports: 03/25/2022  
Number of Days to Update: 3

Source: DOL, Mine Safety & Health Admini  
Telephone: 202-693-9424  
Last EDR Contact: 08/02/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Quarterly

### US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/03/2022  
Date Data Arrived at EDR: 08/17/2022  
Date Made Active in Reports: 08/31/2022  
Number of Days to Update: 14

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Semi-Annually

### US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020  
Date Data Arrived at EDR: 05/27/2020  
Date Made Active in Reports: 08/13/2020  
Number of Days to Update: 78

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011  
Date Data Arrived at EDR: 06/08/2011  
Date Made Active in Reports: 09/13/2011  
Number of Days to Update: 97

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/14/2022  
Date Data Arrived at EDR: 06/15/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 68

Source: Department of Interior  
Telephone: 202-208-2609  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Quarterly

### FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/13/2022  
Date Data Arrived at EDR: 05/18/2022  
Date Made Active in Reports: 05/31/2022  
Number of Days to Update: 13

Source: EPA  
Telephone: (303) 312-6312  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Quarterly

### UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 01/11/2022  
Date Made Active in Reports: 02/14/2022  
Number of Days to Update: 34

Source: Department of Defense  
Telephone: 703-704-1564  
Last EDR Contact: 07/07/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021  
Date Data Arrived at EDR: 05/21/2021  
Date Made Active in Reports: 08/11/2021  
Number of Days to Update: 82

Source: Environmental Protection Agency  
Telephone: 202-564-0527  
Last EDR Contact: 08/22/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 04/02/2022  
Date Data Arrived at EDR: 04/05/2022  
Date Made Active in Reports: 06/28/2022  
Number of Days to Update: 84

Source: Environmental Protection Agency  
Telephone: 202-564-2280  
Last EDR Contact: 07/01/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Quarterly

### FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/16/2022  
Date Data Arrived at EDR: 05/17/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 73

Source: EPA  
Telephone: 800-385-6164  
Last EDR Contact: 08/11/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Quarterly

### UT AIRS: Division of Air Quality Emissions inventory



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/26/2022  
Date Data Arrived at EDR: 04/27/2022  
Date Made Active in Reports: 05/17/2022  
Number of Days to Update: 20

Source: Department of Environmental Quality  
Telephone: 801-536-4183  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### AZ AIRS: Arizona Airs Database

Arizona major (has the potential to emit over 100 tons of criteria pollutant) and minor (below 100 tons) sources.

Date of Government Version: 03/25/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 06/27/2022  
Number of Days to Update: 88

Source: Department of Environmental Quality  
Telephone: 602-771-2344  
Last EDR Contact: 09/21/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Semi-Annually

### UT DRYCLEANERS: Registered Drycleaners A listing of registered drycleaners.

Date of Government Version: 04/19/2022  
Date Data Arrived at EDR: 04/20/2022  
Date Made Active in Reports: 05/16/2022  
Number of Days to Update: 26

Source: Department of Environmental Quality  
Telephone: 801-536-4437  
Last EDR Contact: 07/07/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### AZ DRYCLEANERS: Drycleaner Facility Listing A listing of drycleaner facilities in Arizona.

Date of Government Version: 06/17/2019  
Date Data Arrived at EDR: 07/20/2020  
Date Made Active in Reports: 10/07/2020  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 602-771-4335  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: No Update Planned

### UT EWA: Enforceable Written Assurances

EWA contains locations of potential Enforceable Written Assurance sites. EWAs will generally ensure to property owners or prospective property owners that there is no unacceptable risk to human health or the environment. EWA locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-536-4167  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### UT Financial Assurance 1: Financial Assurance Information Listing

Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 03/23/2022  
Date Made Active in Reports: 06/21/2022  
Number of Days to Update: 90

Source: Department of Environmental Quality  
Telephone: 801-538-6794  
Last EDR Contact: 06/29/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

### AZ Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information for ust sites.

Date of Government Version: 03/31/2022  
Date Data Arrived at EDR: 04/01/2022  
Date Made Active in Reports: 07/01/2022  
Number of Days to Update: 91

Source: Department of Environmental Quality  
Telephone: 602-771-4258  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay

Date of Government Version: 06/16/2022  
Date Data Arrived at EDR: 06/17/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 77

Source: Department of Environmental Quality  
Telephone: 801-536-4141  
Last EDR Contact: 09/08/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

### UT FUDS: Formerly Used Defense Sites

Formerly used defense sites.

Date of Government Version: 03/09/2022  
Date Data Arrived at EDR: 04/20/2022  
Date Made Active in Reports: 07/14/2022  
Number of Days to Update: 85

Source: Utah AGRC  
Telephone: 801-538-3665  
Last EDR Contact: 07/20/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### AZ MANIFEST: Manifest Information

Hazardous waste manifest information

Date of Government Version: 12/31/2018  
Date Data Arrived at EDR: 06/15/2021  
Date Made Active in Reports: 09/09/2021  
Number of Days to Update: 86

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Annually

### UT MMRP: Military Munitions Response Program

Environment.MMRP contains locations of Military Munitions Response Program sites. MMRP manages the environmental, health and safety issues presented by unexploded ordnances (UXO), discarded military munitions (DMM) and munitions constituents (MC). Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-539-4164  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### UT NPDES: Permitted Facilities Listing

A listing of Division of Water Quality permits.

Date of Government Version: 06/06/2022  
Date Data Arrived at EDR: 06/08/2022  
Date Made Active in Reports: 08/26/2022  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 801-538-6146  
Last EDR Contact: 09/06/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Varies

### AZ NPDES: Notice of Intent Construction Stormwater General Permits Database

NPDES permit sites

Date of Government Version: 03/15/2022  
Date Data Arrived at EDR: 03/17/2022  
Date Made Active in Reports: 06/14/2022  
Number of Days to Update: 89

Source: Department of Environmental Quality  
Telephone: 602-771-4424  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 01/16/2023  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT TIER 2: Tier 2 Facility Listing

TIER 2 contains locations of Tier II facilities under the Emergency Planning and Community Right-to-Know Act (EPCRA). Qualifying facilities report on hazardous and toxic chemicals and are labeled either tier I or tier II. Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 12/31/2021  
Date Data Arrived at EDR: 03/16/2022  
Date Made Active in Reports: 06/13/2022  
Number of Days to Update: 89

Source: Department of Environmental Quality  
Telephone: 801-536-4152  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### UT UIC: UIC Site Location Listing

A listing of underground injection control wells.

Date of Government Version: 04/19/2022  
Date Data Arrived at EDR: 04/20/2022  
Date Made Active in Reports: 07/14/2022  
Number of Days to Update: 85

Source: Department of Natural Resources  
Telephone: 801-538-5329  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Quarterly

### AZ UIC: Underground Injection Control Wells

Underground injection control wells.

Date of Government Version: 09/30/2015  
Date Data Arrived at EDR: 02/05/2016  
Date Made Active in Reports: 04/05/2016  
Number of Days to Update: 60

Source: Arizona Geological Survey  
Telephone: 520-770-3500  
Last EDR Contact: 07/19/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### UT UOPF: Used Oil Permitted Facilities

DSHW Permitted Used Oil Facilities contains locations in Utah of all Used Oil Facilities: Marketers, Processors, Transfer, Transport and Off-specification Permitted by UDEQ Division of Hazardous Waste (DSHW) ? Used Oil Section.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/30/2022  
Number of Days to Update: 78

Source: Department of Environmental Quality  
Telephone: 801-538-9408  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011  
Date Data Arrived at EDR: 08/05/2011  
Date Made Active in Reports: 09/29/2011  
Number of Days to Update: 55

Source: EPA, Office of Water  
Telephone: 202-564-2496  
Last EDR Contact: 06/28/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

### PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014  
Date Data Arrived at EDR: 02/05/2015  
Date Made Active in Reports: 03/06/2015  
Number of Days to Update: 29

Source: EPA  
Telephone: 202-564-2497  
Last EDR Contact: 06/28/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### **MINES MRDS: Mineral Resources Data System** Mineral Resources Data System

Date of Government Version: 04/06/2018	Source: USGS
Date Data Arrived at EDR: 10/21/2019	Telephone: 703-648-6533
Date Made Active in Reports: 10/24/2019	Last EDR Contact: 08/17/2022
Number of Days to Update: 3	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

### **PCS INACTIVE: Listing of Inactive PCS Permits**

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014	Source: EPA
Date Data Arrived at EDR: 01/06/2015	Telephone: 202-564-2496
Date Made Active in Reports: 05/06/2015	Last EDR Contact: 06/28/2022
Number of Days to Update: 120	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

### **EDR HIGH RISK HISTORICAL RECORDS**

#### ***EDR Exclusive Records***

#### **EDR MGP: EDR Proprietary Manufactured Gas Plants**

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

#### **EDR Hist Auto: EDR Exclusive Historical Auto Stations**

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

#### **EDR Hist Cleaner: EDR Exclusive Historical Cleaners**

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

##### UT RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/16/2014  
Number of Days to Update: 199

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### AZ RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Arizona.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/15/2014  
Number of Days to Update: 198

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### UT RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/03/2014  
Number of Days to Update: 186

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### AZ RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Arizona.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/02/2014  
Number of Days to Update: 185

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

### OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019  
Date Data Arrived at EDR: 10/29/2021  
Date Made Active in Reports: 01/19/2022  
Number of Days to Update: 82

Source: Department of Environmental Conservation  
Telephone: 518-402-8651  
Last EDR Contact: 07/29/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Quarterly

### PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018  
Date Data Arrived at EDR: 07/19/2019  
Date Made Active in Reports: 09/10/2019  
Number of Days to Update: 53

Source: Department of Environmental Protection  
Telephone: 717-783-8990  
Last EDR Contact: 07/06/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Annually

### WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018  
Date Data Arrived at EDR: 06/19/2019  
Date Made Active in Reports: 09/03/2019  
Number of Days to Update: 76

Source: Department of Natural Resources  
Telephone: N/A  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Annually

### Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

### Electric Power Transmission Line Data

Source: Endeavor Business Media

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**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

### AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

### Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

### Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

### Public Schools

Source: National Center for Education Statistics

Telephone: 202 502 7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

### Daycare Centers: Child Care Provider List

Source: Department of Health

Telephone: 801-538-9299

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Utah Geological Survey

Telephone: 801-537-3300

### Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

### STREET AND ADDRESS INFORMATION

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## **GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM**

### **TARGET PROPERTY ADDRESS**

GOULDINGS SUBDIVISION  
CR 421  
MONUMENT VALLEY, UT 84536

### **TARGET PROPERTY COORDINATES**

Latitude (North):	37.005384 - 37° 0' 19.38"
Longitude (West):	110.207195 - 110° 12' 25.90"
Universal Transverse Mercator:	Zone 12
UTM X (Meters):	570538.1
UTM Y (Meters):	4095560.2
Elevation:	5301 ft. above sea level

### **USGS TOPOGRAPHIC MAP**

Target Property Map:	14655610 GOULDING, UT
Version Date:	2020
South Map:	11852142 MYSTERY VALLEY, AZ
Version Date:	2018

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.



## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

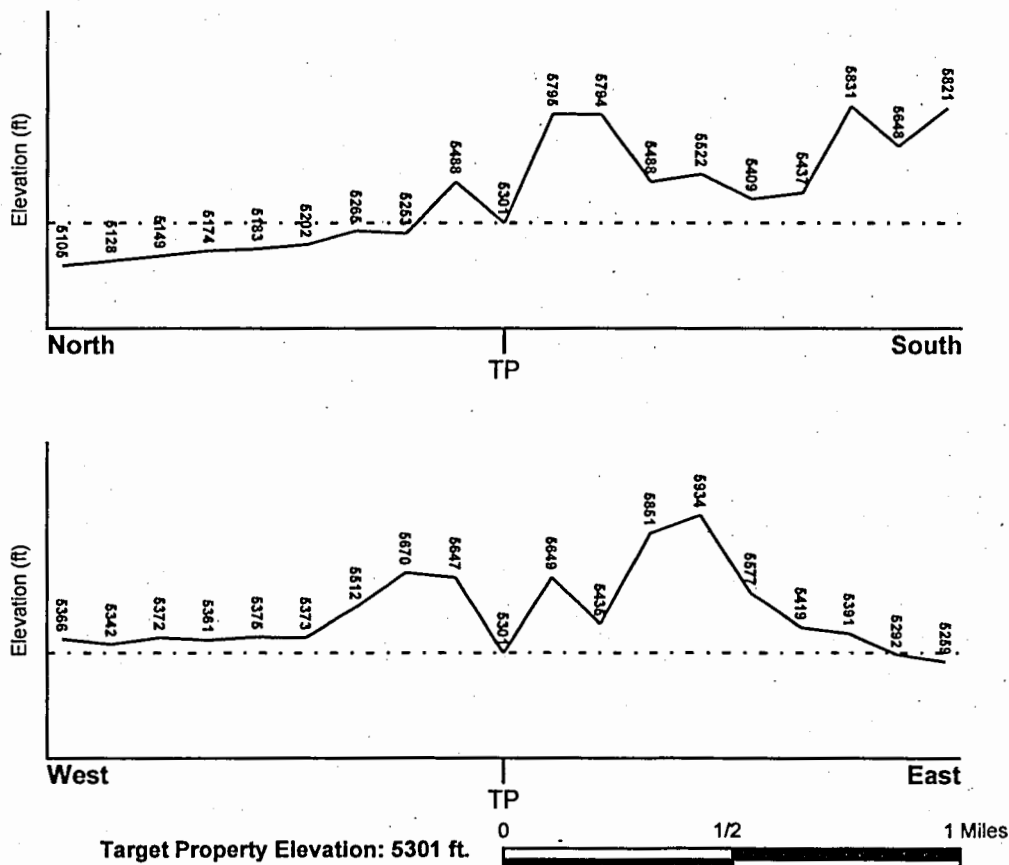
### TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General North

### SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

### FEMA FLOOD ZONE

#### Flood Plain Panel at Target Property

#### FEMA Source Type

Not Reported

#### Additional Panels in search area:

#### FEMA Source Type

0400660075B

FEMA Q3 Flood data

### NATIONAL WETLAND INVENTORY

#### NWI Quad at Target Property

#### NWI Electronic

NOT AVAILABLE

#### Data Coverage

YES - refer to the Overview Map and Detail Map

### HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

## **GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY**

### **GROUNDWATER FLOW VELOCITY INFORMATION**

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

### **GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY**

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

#### **ROCK STRATIGRAPHIC UNIT**

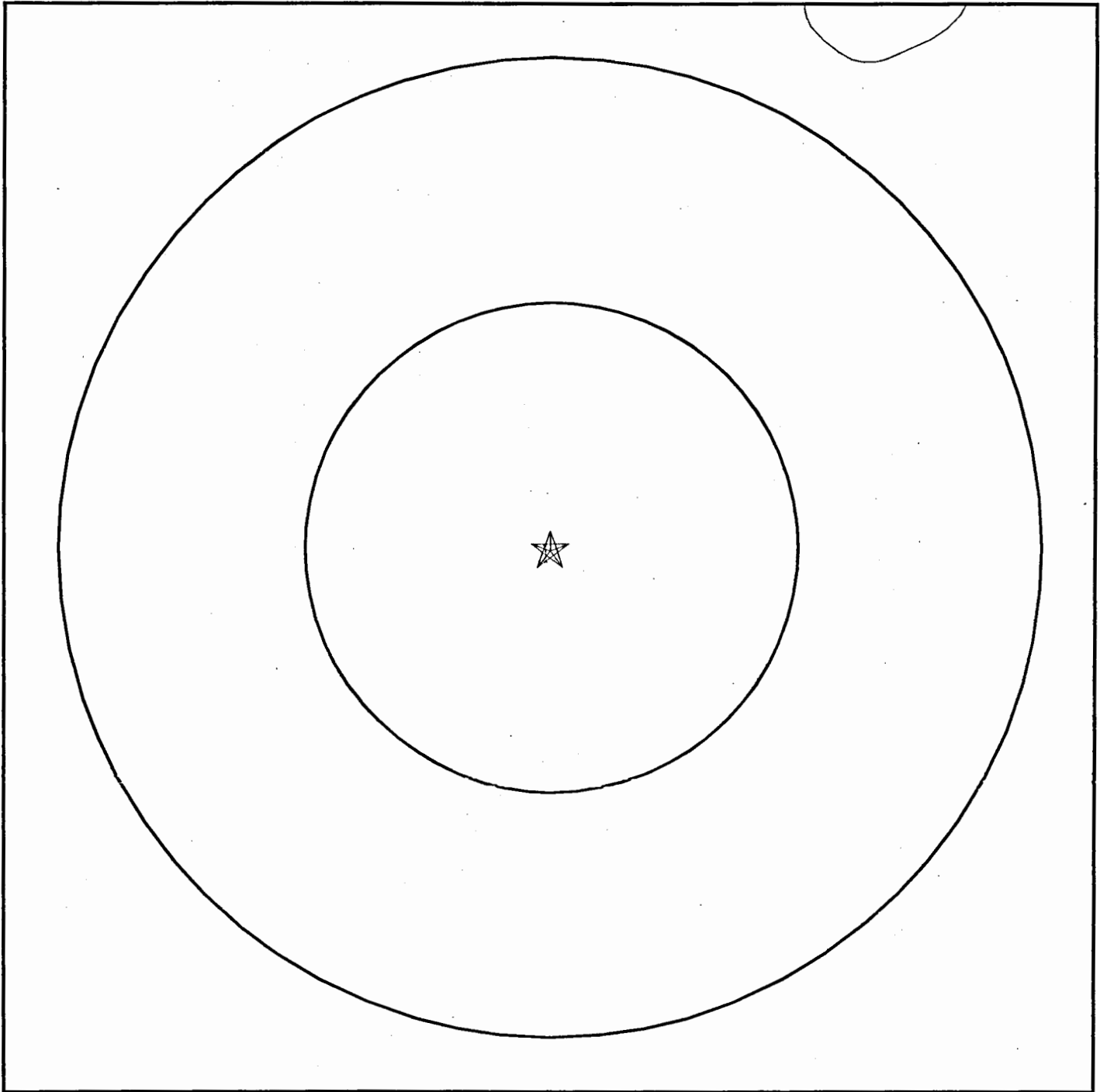
Era:	Paleozoic
System:	Permian
Series:	Permian
Code:	P (decoded above as Era, System & Series)

#### **GEOLOGIC AGE IDENTIFICATION**

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

# SSURGO SOIL MAP - 7131874.2s



- ★ Target Property
- ∨ SSURGO Soil
- ∨ Water



SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley UT 84536  
LAT/LONG: 37.005384 / 110.207195

CLIENT: Tlis Ya Toh, Inc.  
CONTACT: Tami Knight  
INQUIRY #: 7131874.2s  
DATE: September 28, 2022 12:12 pm

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

#### Soil Map ID: 1

Soil Component Name: LITHIC TORRIORTHENTS

Soil Surface Texture: fine sandy loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Well drained

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 20 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	3 inches	fine sandy loam	Not reported	Not reported	Max: 4.23 Min: 0	Max: Min:
2	3 inches	7 inches	loam	Not reported	Not reported	Max: 4.23 Min: 0	Max: Min:
3	7 inches	18 inches	unweathered bedrock	Not reported	Not reported	Max: 4.23 Min: 0	Max: Min:

### LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

### FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

### FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

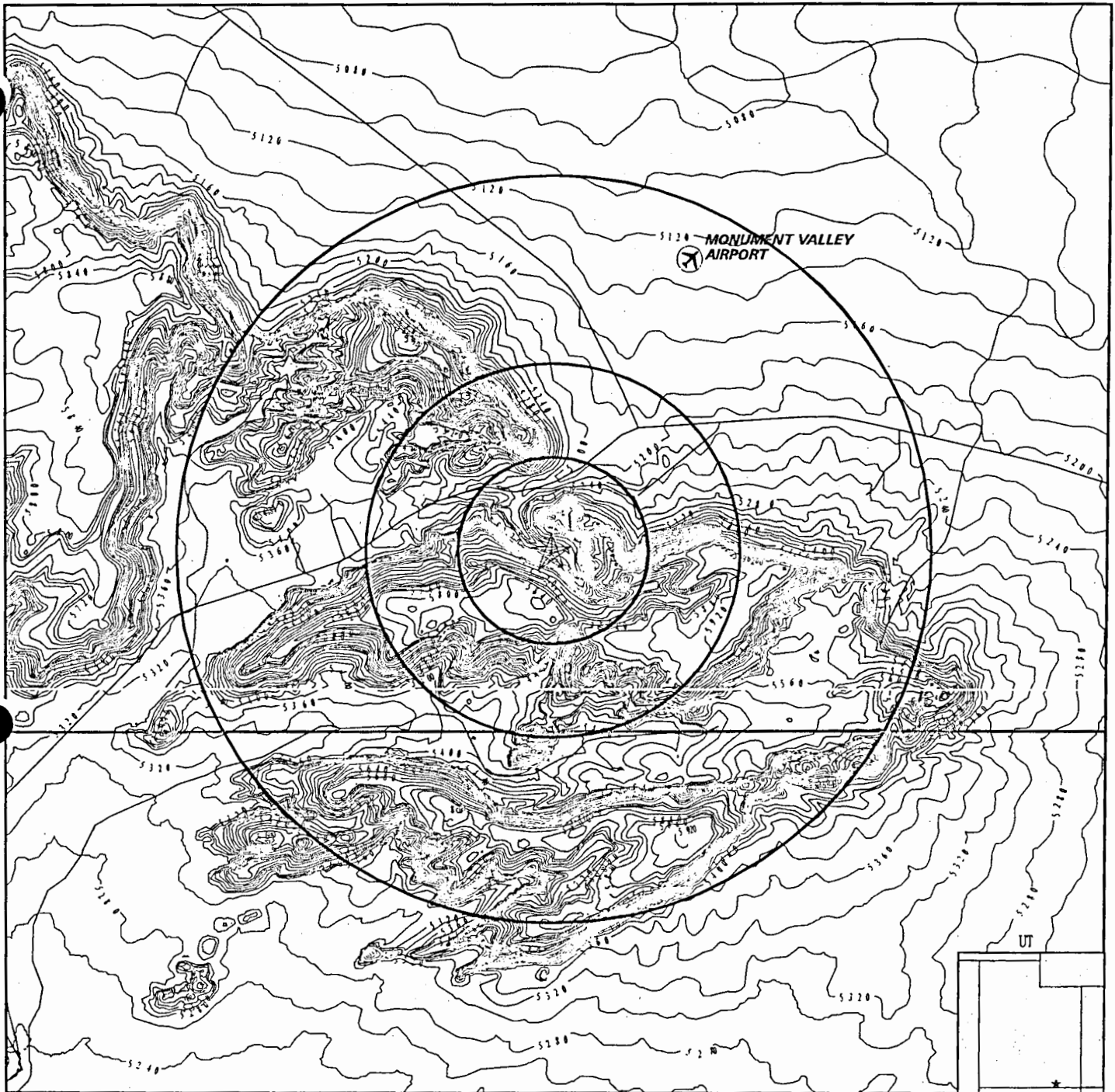
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

### STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

# PHYSICAL SETTING SOURCE MAP - 7131874.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Oil, gas or related wells

SITE NAME: Gouldings Subdivision  
 ADDRESS: CR 421  
 Monument Valley UT 84536  
 LAT/LONG: 37.005384 / 110.207195

CLIENT: Tlis Ya Toh, Inc.  
 CONTACT: Tami Knight  
 INQUIRY #: 7131874.2s  
 DATE: September 28, 2022 12:12 pm

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

### AREA RADON INFORMATION

Federal EPA Radon Zone for SAN JUAN County: 2

Note: Zone 1 indoor average level > 4 pCi/L.  
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
: Zone 3 indoor average level < 2 pCi/L.

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Federal Area Radon Information for Zip Code: 84536

Number of sites tested: 5

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.100 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported



# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## TOPOGRAPHIC INFORMATION

### USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

### Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

## HYDROLOGIC INFORMATION

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Utah Geological Survey

Telephone: 801-537-3300

## HYDROGEOLOGIC INFORMATION

### AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

## GEOLOGIC INFORMATION

### Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

### SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## LOCAL / REGIONAL WATER AGENCY RECORDS

### FEDERAL WATER WELLS

#### PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

#### PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

#### USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

### STATE RECORDS

#### Water Rights Database

Source: Department of Natural Resources, Division of Water Rights

Telephone: 801-538-7408

#### Division of Drinking Water Well Data

Source: Department of Environmental Quality

Telephone: 801-536-4200

## OTHER STATE DATABASE INFORMATION

#### Utah Oil, Gas and Mining Database

Source: Department of Natural Resources

Telephone: 801-538-5340

The Well Data file contains one record of basic information for each well in the Utah Division of Oil, Gas and Mining database.

### RADON

#### State Database: UT Radon

Source: Department of Environmental Quality

Telephone: 801-536-4250

Test Results by Zip Code

#### Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

#### EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

## PHYSICAL SETTING SOURCE RECORDS SEARCHED

### OTHER

Airport Landing Facilities: Private and public use landing facilities  
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater  
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

### STREET AND ADDRESS INFORMATION

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# **Appendix E**

## **Public Information Requests and Responses**

**From:** Padilla, George  
**To:** Tami Knight  
**Cc:** Henry, Genevieve; Augare, Kodi J  
**Subject:** Goulding Lodge  
**Date:** Thursday, October 6, 2022 4:09:55 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tami,

I checked with Ms. Henry, EPS, who would have information on your question. She provided the following comment: " the Monument Valley High School is a unified school, the hospital and church must have someone enter their Tier IIs. BEM would not have an inventory. I'm guessing Facility Management would have a AST/UST inventory of all schools, quarter and Agency buildings. She may have to contact NNEPA."

Are you working on the Lodge or other facilities nearby?

Ms. George Padilla, Regional Environmental Scientist  
Branch of Environmental Management (BEM)  
Bureau Of Indian Affairs-Navajo Region  
P.O. Box 1060  
301 W. Hill Rm 324  
Gallup, NM 87305-1060  
Ph. No. (505) 863-8434  
Mobile. (505) 879-8333

**From:** Padilla, George  
**To:** Tami Knight  
**Cc:** lavina.lamone@tiisyaoh.com; Augare, Kodi J; Henry, Genevieve  
**Subject:** Re: [EXTERNAL] Goulding's Lodge, Monument Valley UT Phase I ESA  
**Date:** Thursday, October 6, 2022 12:01:22 PM  
**Attachments:** Goulding's Lodge.kmz

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for your email, I don't think BIA BEM has information related to environmental hazards/activities for the Goulding Lodge in MV, AZ, as this is not federal property. However, we will check the BEM files and get back to you.

Ms. George Padilla, Regional Environmental Scientist  
Branch of Environmental Management (BEM)  
Bureau Of Indian Affairs-Navajo Region  
P.O. Box 1060  
301 W. Hill Rm 324  
Gallup, NM 87305-1060  
Ph. No. (505) 863-8434  
Mobile. (505) 879-8333

---

**From:** Tami Knight <TKnight@envirotech-inc.com>  
**Sent:** Thursday, October 6, 2022 10:16 AM  
**To:** Padilla, George <George.Padilla@bia.gov>  
**Cc:** lavina.lamone@tiisyaoh.com <lavina.lamone@tiisyaoh.com>  
**Subject:** [EXTERNAL] Goulding's Lodge, Monument Valley UT Phase I ESA

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Ms. Padilla,

Tiis Ya Toh and Envirotech are working on a Phase I Environmental Site Assessment for 670 acres associated with Goulding's Lodge in Monument Valley, Utah. We are requesting records that BIA may have pertaining to hazardous material events, remediation, illegal dumps etc... within the subject property boundary. We spoke to Fredrick Sherman with Navajo EPA and he suggest we reach out to you for these records.

Thank you,

Tami C. Knight, CHMM

**From:** Tami Knight  
**To:** "Frederick Sherman"  
**Cc:** lavina.lamone@tiisvatoh.com  
**Subject:** Goulding's Lodge, Monument Valley UT Phase I ESA  
**Date:** Wednesday, October 5, 2022 10:48:00 AM  
**Attachments:** Goulding's Lodge.kmz

---

Good Morning Frederick,

I know Lavina has already spoken to you about the Goulding's Lodge Phase I ESA. However, I wanted to follow up with a site map. Does Navajo EPA have records of hazardous material events, remediation, illegal dumps etc... within the subject property boundary?

Thank you,

Tami C. Knight, CHMM  
Project Manager  
Envirotech, Inc. | 5796 US Highway 64 | Farmington, NM 87401  
505.632.0615 Office | 505.632.1865 Fax | 505.793.2072 Cell



<http://envirotech-inc.com/>



**From:** Tami Knight  
**To:** Patricia A. Maples  
**Cc:** lavina.lamone@tjlsyatch.com  
**Subject:** Goulding's Lodge, Monument Valley UT Phase I ESA  
**Date:** Thursday, September 29, 2022 11:10:00 AM  
**Attachments:** Goulding's Lodge.kmz

---

Hi Pam,

I know Lavina has already spoken to you about the Goulding's Lodge Phase I ESA. However, I wanted to follow up with a site map. Does Navajo EPA Superfund have records of hazardous material events, remediation, illegal dumps etc... within the subject property boundary?

Thank you,

Tami C. Knight, CHMM  
Project Manager  
Envirotech, Inc. | 5796 US Highway 64 | Farmington, NM 87401  
505.632.0615 Office | 505.632.1865 Fax | 505.793.2072 Cell



<http://envirotech-inc.com/>







U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne St. (WST-8), San Francisco, CA 94105

## NOTICE OF INSPECTION

The Environmental Protection Agency is responsible for ensuring compliance with the Resource Conservation and Recovery Act (RCRA) Public Law 94-533, as amended, Subtitle I Underground Storage Tanks (UST)

Violations observed: Yes (specify below) No

Pursuant to federal regulations of 40 CFR Part 280, during an inspection on the following items of UST non-compliance were observed at your facility. The EPA wishes to work cooperatively with you as the owner and/or operator of this facility to resolve the violation(s) and requests that documentation demonstrating compliance be submitted by 1/1. (Refer to Field Citation No: UST-09-       if applicable)

Violation: <u>THERE ARE 2 ASTS PREVIOUSLY LOCATED ON A LEASE NEXT TO THE GENERATOR BLD. ESTIMATED CAPACITY 750GL FOR GASOLINE AND 500GL FOR DIESEL. BOTH CONTAIN PRODUCT. GENERATOR NOT IN USE. DISPENSER STILL IN PLACE.</u>	Correction Required: <u>      </u>
---	------------------------------------

Violation: <u>      </u>	Correction Required: <u>      </u>
--------------------------	------------------------------------

Violation: <u>      </u>	Correction Required: <u>      </u>
--------------------------	------------------------------------

Violation: <u>      </u>	Correction Required: <u>      </u>
--------------------------	------------------------------------

Comments: THERE WAS A 1000GL(?) DIESEL UST FOR THE EMERGENCY GENERATOR. REPORTEDLY IT LEAKED IN 1985 AND WAS REMOVED AND DUMPED IN THE DESERT OF MONUMENT VALLEY. ACCORDING TO THE MAINTENANCE PERSON OF THE HOSPITAL THERE WAS A GAS SMELL FOR A PERIOD OF TIME. RONNIE BEND WHO LIVES IN THE AREA FOR 15 YEARS NEVER NOTICED GAS SMELL.

The facts established by this inspection will be reviewed by personnel in the EPA Regional Office. A final determination of your facility's compliance with the EPA regulations will be made as a result of this review. The review may reveal additional violations.

Date: <u>8/01/02</u>	Inspector: <u>WRC, &amp; VN</u>	Time In: <u>10:30</u>	Facility Name: <u>MONUMENT VALLEY HOSPITAL</u>
		Time Out: <u>11:15</u>	Address: <u>4 ROCK DOOR CANYON DRIVE</u>
Facility ID No. <u>NAV-273(223)</u>	<u>MONUMENT VALLEY</u>		
Facility Representative: <u>      </u>	City: <u>MONUMENT VALLEY</u>	State: <u>VT</u>	ZIP: <u>84536</u>
Phone: <u>(801) 727-3241</u>			

Receipt of this Notice of Inspection is acknowledged.

(signature of facility representative)

        
signature of lead inspector

Phone #       

        
signature of assisting representative

Phone #

**NAVAJO NATION  
ENVIRONMENTAL PROTECTION AGENCY  
Waste Regulatory Compliance Department  
Underground Storage Tank Program**

**LEAD INSPECTOR:** Walter Guggenheimer, US-EPA-Region 9, DWM-USTP San Francisco, CA.

**LEAD INSPECTOR IN-TRAINING:** Vernon Nez, NNEPA-RCRP

**DATE:** August 1, 2002

**TIME IN:** 9:45

**TIME OUT:** 10:35

**FACILITY ID No:** NAV-223      **FACILITY REPRESENTATIVE:** Waylon Lafonte

**PHONE # (435) 727-3225**

**SITE NAME:** Monument Valley Adventist Hospital  
Monument Valley, UT 84536

**Abandoned site**

The Monument Valley Adventist Hospital reverted the property to RDJ Inc when the hospital closed down two years ago. The hospital operates as clinic, and does not use the back generator on site.

The back up generator is located on top of hill behind clinic, and not being used. The RDJ Inc. said there is no UST, and the only items on site are 4 AST. The site maintenance worker Mr. Bahe Claw, said the UST was removed in 1990's, and that the AST were not being used.

**COMMENT:** To remove all liquids inside of the AST, and dispose of barrels. The concrete slab is heavily eroded.



## Detailed Facility Report

### Facility Summary

#### GOULDINGS LODGE

1000 MAIN STREET, MONUMENT VALLEY, UT 84536

FRS (Facility Registry Service) ID: 110010134363

EPA Region: 08

Latitude: 37.016944

Longitude: -110.203611

Locational Data Source: ICIS

Industries: -

Indian Country: Y

### Enforcement and Compliance Summary

Statute	CWA
Compliance Monitoring Activities (5 years)	-
Date of Last Compliance Monitoring Activity	09/10/2014
Compliance Status	No Violations Reported
Qtrs in Noncompliance (of 12)	1
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	-
Formal Enforcement Actions (5 years)	-
Penalties from Formal Enforcement Actions (5 years)	-
EPA Cases (5 years)	-
Penalties from EPA Cases (5 years)	-
Statute	RCRA
Compliance Monitoring Activities (5 years)	-
Date of Last Compliance Monitoring Activity	-
Compliance Status	No Violations Reported
Qtrs in Noncompliance (of 12)	-
Qtrs with Significant Violation	-
Informal Enforcement Actions (5 years)	-
Formal Enforcement Actions (5 years)	-
Penalties from Formal Enforcement Actions (5 years)	-
EPA Cases (5 years)	-
Penalties from EPA Cases (5 years)	-

### Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): Minor, Permit Effective (NN0025178)

Resource Conservation and Recovery Act (RCRA): No Information

Safe Drinking Water Act (SDWA): No Information

[Go To Enforcement/Compliance Details](#)  
[Known Data Problems](#)

### Other Regulatory Reports

Air Emissions Inventory (EIS): No Information

Greenhouse Gas Emissions (eGGRT): No Information

Toxic Releases (TRI): No Information

Compliance and Emissions Data Reporting Interface (CEDRI): No Information

### Facility/System Characteristics

#### Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		110010134363					Y	37.016944	-110.203611
ICIS		600042139					Y	37.016944	-110.203611

10/5/22, 10:53 AM

## Detailed Facility Report | ECHO | US EPA

System	Statute	Identifier	Universe	Status	Area	Permit Expiration Date	Indian Country	Latitude	Longitude
ICIS-NPDES	CWA	NN0025178	Minor: NPDES Individual Permit	Effective		04/30/2026	Y	37.016944	-110.203611

## Facility Address

System	Statute	Identifier	Facility Name	Facility Address	Facility County
FRS		110010134363	GOULDINGS LODGE	1000 MAIN STREET, MONUMENT VALLEY, UT 84536	San Juan County
ICIS		600042139	GOULDINGS LODGE AND GAS	1000 MAIN STREET, MONUMENT VALLEY, UT 84536	San Juan County
ICIS-NPDES	CWA	NN0025178	GOULDINGS LODGE WWTF	1000 MAIN ST. MONUMENT VALLEY OVERLOOK, UT 84536	San Juan County

## Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
ICIS-NPDES	NN0025178	4952	Sewerage Systems
ICIS-NPDES	NN0025178	7011	Hotels And Motels

## Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
		No data records returned	

## Facility Industrial Effluent Guidelines

Identifier	Effluent Guideline (40 CFR Part)	Effluent Guideline Description
NN0025178	000	No Applicable Effluent Guidelines

## Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
Navajo Nation Reservation	Navajo Nation, Arizona, New Mexico, & Utah	100000171	0

## Enforcement and Compliance

Compliance Monitoring History Last 5 Years

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
CWA	NN0025178	ICIS-NPDES	Offsite Record Review	Base Program - Desk Audit	EPA	10/15/2020	

Entries in italics are not counted in EPA compliance monitoring strategies or annual results.

## Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HVP (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
CWA	NN0025178	No	06/30/2022	1	09/30/2022

## Three-Year Compliance History by Quarter

Statute	Program/Pollutant/Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12	QTR 13+
CWA (Source ID: NN0025178)		07/01-09/30/19	10/01-12/31/19	01/01-03/31/20	04/01-06/30/20	07/01-09/30/20	10/01-12/31/20	01/01-03/31/21	04/01-06/30/21	07/01-09/30/21	10/01-12/31/21	01/01-03/31/22	04/01-06/30/22	07/01-09/30/22
	Facility-Level Status	No Violations	No Violations	No Violations	No Violations	No Violations	No Violations	No Violations	No Violations	No Violations	No Violations	Violation Identified	No Violations	Undetermined
	Quarterly Noncompliance Report History											Other Violation	Resolved	
	Late or Missing Discharge Monitoring Report (DMR) Measurements													
	Counts of Late DMR Measurements											144		

Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
			No data records returned		

Entries in italics are not counted as "informal enforcement actions" in EPA policies pertaining to enforcement response tools.

Formal Enforcement Actions Last 5 Years

Statute	System	Law/Section	Source ID	Type of Action	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty Assessed	State/Local Penalty Assessed	Penalty Amount Collected	SEP Cost	Comp Action Cost
									No data records returned						

## Environmental Conditions

## Watersheds

12-Digit WRD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WRD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Beach Closures Within Last Year	Beach Closures Within Last Two Years	Pollutants Potentially Related to Impairment	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
140802050306	Mitchell Butte Wash	MITCHELL BUTTE WASH	No	No	-	Yes

## Assessed Waters From Latest State Submission (ATTAINS)

State	Report Cycle	Assessment Unit ID	Assessment Unit Name	Water Condition	Case Groups Impaired	Drinking Water Use	Aquatic Life	Fish Consumption Use	Recreation Use	Other Use

No data records returned

## Air Quality Nonattainment Areas

Pollutant	Within Nonattainment Status Area?	Nonattainment Status Applicable Standard(s)	Within Maintenance Status Area?	Maintenance Status Applicable Standard(s)
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No data records returned

## Pollutants

### Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-Site Releases	Total Off-Site Transfers
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No data records returned

### Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name

No data records returned

## Community

### EJScreen EJ Indexes

Twelve environmental justice (EJ) indexes of EJScreen, EPA's screening tool for EJ concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. The index values below are for the Census block group or 1-mile maximum (US or State) in which the facility is located. Note that use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJScreen provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJScreen home page](#).

Show EJ Indexes calculated based on: Census Block Group - US

#### Census Block Group EJ Indexes (percentile)

Particulate Matter 2.5	86.4
Ozone	97.8
Diesel Particulate Matter	63.7
Air Toxics Cancer Risk	79.3
Air Toxics Respiratory Hazard Index	75.9
Traffic Proximity	—
Lead Paint	76
Risk Management Plan (RMP) Facility Proximity	63
Hazardous Waste Proximity	60.5
Superfund Proximity	71.2
Underground Storage Tanks (UST)	64.3
Wastewater Discharge	78.8

#### Number of EJ Indexes Above 80th Percentile

2

[View EJScreen Report](#) (US/regional/state percentiles, 1-mile average)

### Demographic Profile of Surrounding Area (1 mile)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 U.S. Census and 2015 - 2019 American Community Survey (ACS) 5-year Summary and are accurate to the extent that the facility latitude and longitude listed below are correct. EPA's spatial processing methodology considers the overlap between the selected radii and the census blocks (for U.S. Census demographics) and census block groups (for ACS demographics) in determining the demographics surrounding the facility. For more detail about this methodology, see the [DPR Data Dictionary](#).

#### General Statistics (U.S. Census)

Total Persons	54
Population Density	24/sq. mi.
Housing Units in Area	21

#### General Statistics (ACS (American Community Survey))

Total Persons	12
Percent People of Color	100%
Households in Area	3
Households on Public Assistance	0
Persons With Low Income	9
Percent With Low Income	75%

#### Geography

Radius of Selected Area	1 mi.
Center Latitude	37.016944
Center Longitude	-110.203611
Land Area	100%
Water Area	0%

#### Income Breakdown (ACS (American Community Survey)) - Households (%)

Less than \$15,000	1 (50%)
\$15,000 - \$25,000	0 (0%)
\$25,000 - \$50,000	1 (50%)
\$50,000 - \$75,000	0 (0%)
Greater than \$75,000	0 (0%)

#### Age Breakdown (U.S. Census) - Persons (%)

Children 5 years and younger	5 (9%)
Minors 17 years and younger	18 (33%)
Adults 18 years and older	36 (67%)
Seniors 65 years and older	5 (9%)

#### Race Breakdown (U.S. Census) - Persons (%)

White	5 (9%)
African-American	0 (0%)
Hispanic-Origin	1 (2%)
Asian/Pacific Islander	0 (0%)
American Indian	48 (89%)
Other/Multiracial	1 (2%)

#### Education Level (Persons 25 & older) (ACS (American Community Survey)) - Persons (%)

Less than 9th Grade	1 (14.29%)
9th through 12th Grade	1 (14.29%)
High School Diploma	4 (57.14%)
Some College/2-year	1 (14.29%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	0 (0%)

LAST UPDATED ON SEPTEMBER 15, 2022

[DATA REFRESH INFORMATION](#)

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
PERMIT FACT SHEET**

**April 2, 2021**

**Permittee Name:** RGJ, Inc., DBA Goulding's Lodge Wastewater Treatment Lagoon  
**NPDES Permit No.:** NN0025178  
**Mailing Address:** P.O. Box 360001, Monument Valley, Utah 84536  
**Facility Location:** 1000 Main Street, Monument Valley, Utah 84536  
**Contact Person(s):** Wayland LaFont, Vice President  
435-727-3225  
Ken Hunter, Sendero Environmental, LLC  
505-620-6479  
[Kendom2008@yahoo.com](mailto:Kendom2008@yahoo.com)

**I. STATUS OF PERMIT**

RGJ, Inc. DBA Goulding's Lodge (a.k.a., Goulding's Lodge, the "permittee") applied for the renewal of their National Pollutant Discharge Elimination System (NPDES) permit to authorize the discharge of treated domestic wastewater from its treatment lagoon to an unnamed wash, a tributary to Mitchell Butte Wash, which is a tributary to Oljeto Wash and eventually drains to the San Juan River. The facility is in the Monument Valley, in San Juan County, Utah. EPA Region 9 developed this permit and fact sheet pursuant to the Clean Water Act (CWA), which requires point source dischargers to control the pollutants that are discharged to waters of the United States by obtaining and operating in compliance with an NPDES permit.

The permittee's application dated October 24, 2019, was deemed complete on November 10, 2020, after the permittee provided additional information.

The permittee is currently discharging under NPDES permit No. NN0025178, which expired on April 30, 2020. Pursuant 40 CFR §122.6, the terms of the existing permit were administratively extended until EPA issues a new permit.

This permittee is classified as a minor discharger.

**II. SIGNIFICANT CHANGES TO PREVIOUS PERMIT**

The permit includes a new requirement to develop a sludge management plan and to submit annual biosolids reports electronically using EPA's NPDES Electronic Reporting tool ("NeT"). The permit does not change the flow limit from the previous permit, but it clarifies that if the flow rate exceeds 0.1 MGD, the discharger must complete a Priority Pollutant Scan prior to applying for permit reissuance. Reporting requirements for the five-day biochemical oxygen demand test (BOD<sub>5</sub>) and total suspended solids (TSS) have been changed from kg/day to lb/day. To be consistent with 40 CFR §133.05 (treatment equivalent to secondary treatment), the TSS limit has been changed to 45 mg/L monthly average and 65 mg/L weekly average.

**Table 1. Significant Changes to Previous Permit**

Permit Condition	Previous Permit (2014 – 2020)	Re-issued permit (2021 – 2026)	Reason for change
Mass-based reporting for BOD <sub>5</sub>	84.5 kg/day monthly; 122.0 kg/day weekly	187.7 lb/day monthly; 271.2 lb/day weekly	Standardize units
Total Suspended Solids (TSS) Concentration	90 mg/L monthly; 135 mg/L weekly	45 mg/L monthly; 65 mg/L weekly	40 CFR §133.05(b) and (f). Treatment equivalent to secondary is achievable.
Mass-based reporting for TSS	90 kg/day monthly; 169.0 kg/day weekly	188 lb/day monthly; 271 lb/day weekly	Consistent with change in concentration limits
Influent Monitoring	Influent monitoring required	Specifies both influent locations INF-001 and INF-002	Clarity
Sewage Sludge (biosolids)	No specific requirements	Lagoon survey and plan for sludge removal required	Biosolids requirements in 40 CFR §503
Electronic reporting (NeT)	Requirement to submit paper copies	Requirement to submit electronically	Implements EPA's NPDES Electronic Reporting Rule (which was effective 2015)
Priority Pollutant Scan	Not explicitly required	Required if discharge flow exceeds 0.10 MGD	Required under 40 CFR §122.21 (j)(3) to (5)

### III. GENERAL DESCRIPTION OF FACILITY

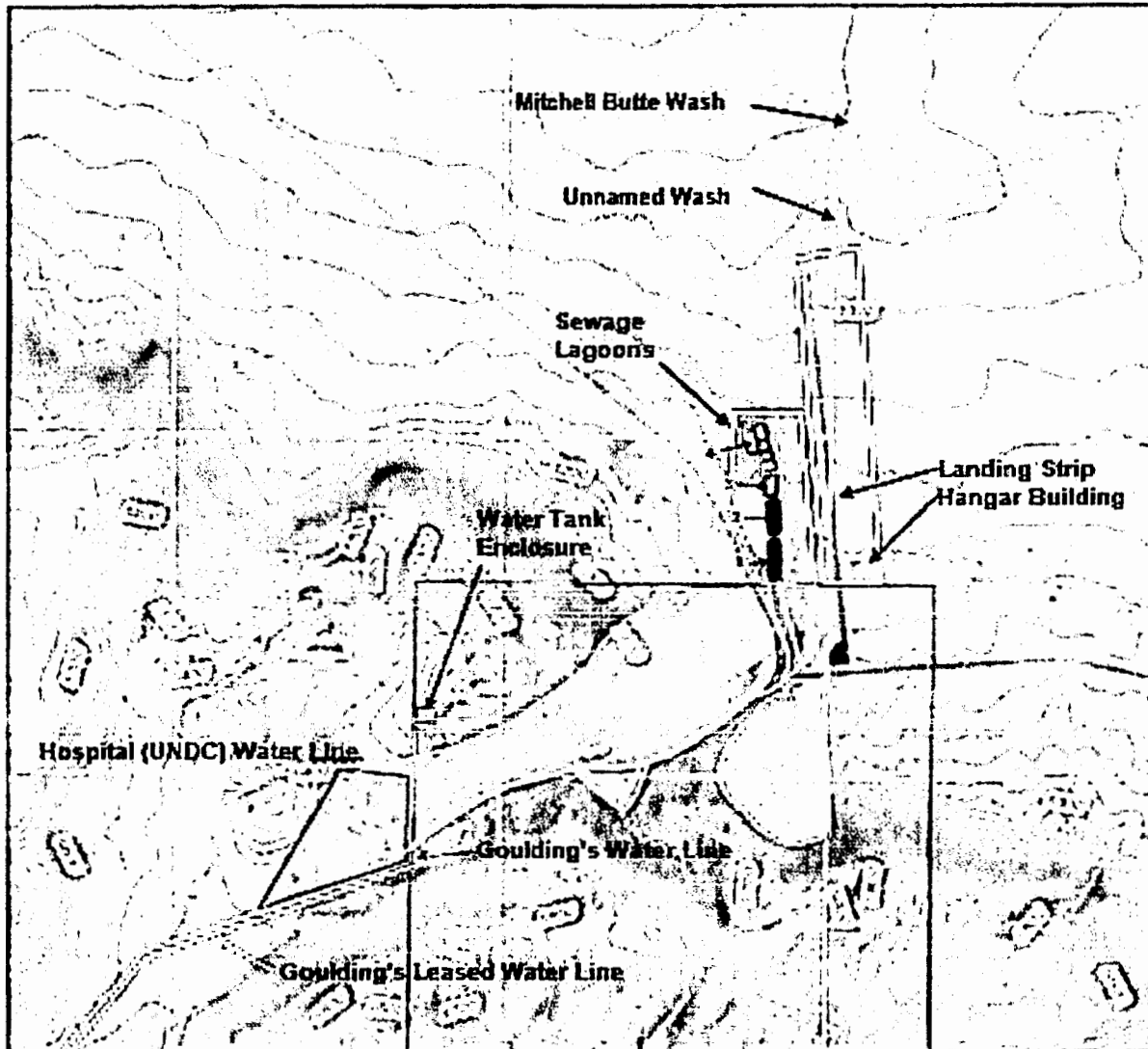
The Goulding's Lodge wastewater treatment lagoon facility is in Monument Valley, San Juan County, Utah, within the northern portion of the Navajo Nation. Goulding's Lodge consists of a hotel, café, RV park/campground, cabins, grocery store, car wash, a gas station, laundromat, and offices in what used to be a hospital. The old hospital now serves as a learning center, with offices run by the State of Utah and San Juan County.

During the peak tourist season from April to October, the facility usually serves a population averaging 2,500 per day; the population totals about 400 per day during the off-season from November to March. The lodge employs 250 people year-round, and 25 to 30 residents live in the teacherage for the abandoned Monument Valley SDA Mission School. In the past, the facility occasionally allowed contractors to reuse effluent for construction dust control, but that practice ceased. The car wash includes an oil/water separator and the restaurant includes a grease trap to remove excess oil and grease.

The wastewater treatment system includes four facultative lagoons in series (Lagoons 1 to 4). Lagoons 1 and 2 were constructed in 2001. Prior to 2001, there were six lagoon cells (numbered 1 to 6). After construction of two new lagoons (currently Lagoons 1 and 2), the original Lagoon 1 was relabeled Lagoon 3 and the original Lagoons 2 through 6 were combined to form Lagoon 4. There is no primary treatment or disinfection at the facility. Bubbler in all the lagoons enhance evaporation and exposure to sunlight: Lagoon 1 has four bubblers, Lagoon 2 has six bubblers, Lagoon 3 has three bubblers, and Lagoon 4 has six bubblers.

Figure 1 shows an overview of the facility. Note that this figure shows the original six small lagoons. Within the dark green line are the original Lagoons 2 through 6, which became Lagoon 4 (prior to the previous permit reissuance). The original Lagoon 1 is shown on the figure as the current Lagoon 3. Figure 2 shows the current configuration of the four lagoons.

**Site Location Map  
Goulding's Lodge  
Monument Valley, UT**



- New Sewer Line (Locations approximate and not to scale. Area served in pale green. The old line up the canyon abandoned)
- Old Sewer Line (Area served in pale orange.) (Locations approximate and not to scale)
- Land Leased from or Donated by Goulding's
- Land Owned by Goulding's
- Land Leased by Goulding's from the Navajo Nation
- Land Leased by the Seventh Day Adventist School from the Navajo Nation

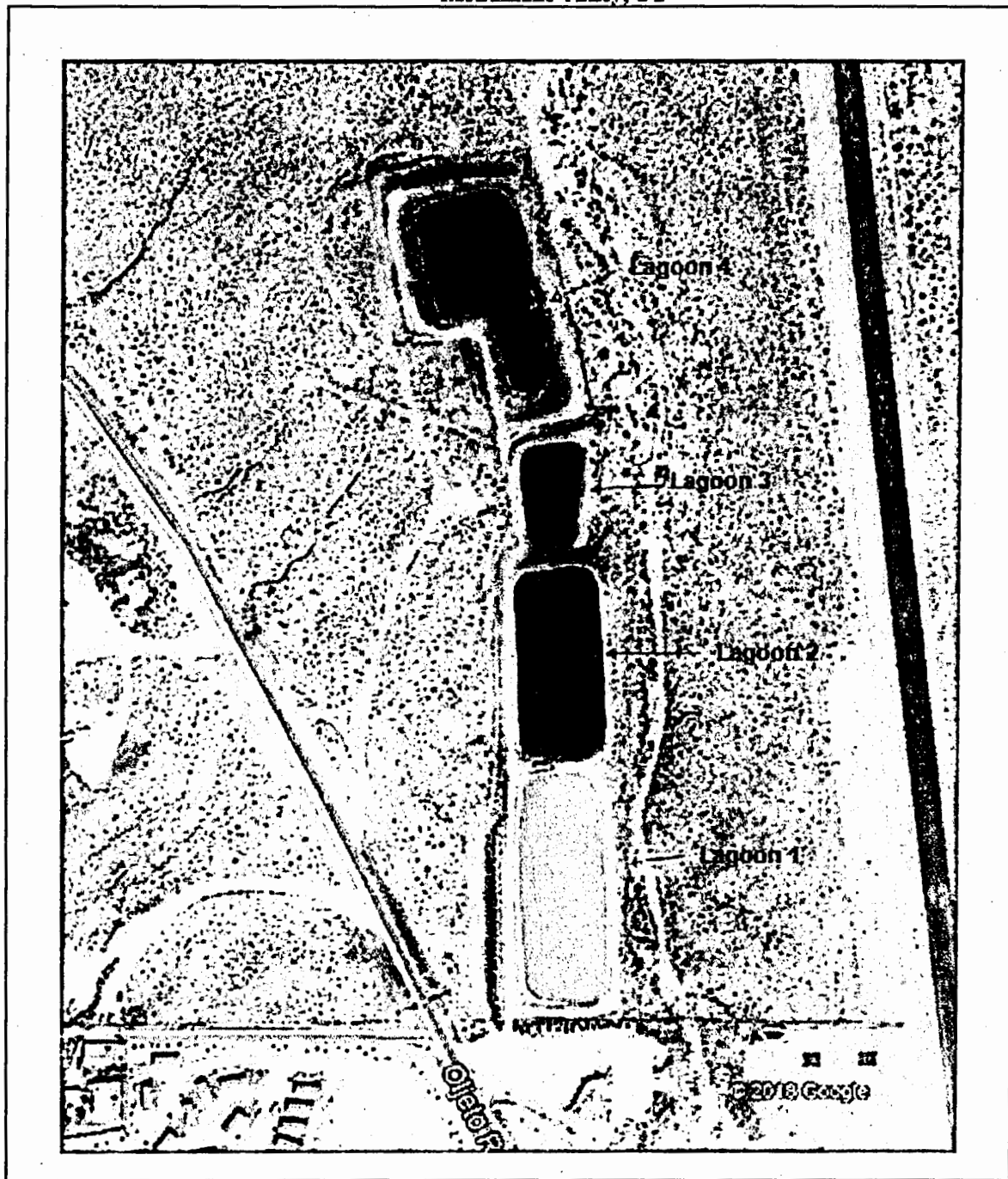
Sewage Lagoon Permit Renewal  
 Site: Goulding's Lodge  
 Monument Valley, Utah  
 Source: USGS Goulding, UT, Topographic Map

A  
 N

Client: RGJ, Inc.  
 Sendero LLC  
 Approximate Scale: 1" = 1381'  
 Figure 1



Lagoon Configuration  
Goulding's Lodge  
Monument Valley, UT



Sewage Lagoon Permit Renewal  
Site: Goulding's Lodge  
Monument Valley, Utah  
Source: Google Maps 2013

A  
N

Client: RGJ, Inc.  
Sendero, LLC

Figure 2

The facility receives domestic and commercial sewage with an estimated design flow of 0.07 million gallons per day (MGD). Design flow was calculated for the original configuration of six small lagoons. Accurate discharge flow measurements were not collected during previous Lagoon 4 discharges. Because the discharge consisted of emptying Lagoon 4, the flow rate was estimated by calculating a total volume of Lagoon 4 based on the size of the lagoon and dividing that volume over the total number of hours, resulting in flow estimates that exceeded the design flow. Thus, the March 2017 discharge estimate exceeded the original design flow, suggesting that the design flow changed when the configuration changed. As a minor discharger, the facility normally has a Compliance Evaluation Inspection every five years. Although the facility is a privately-owned treatment facility and not a publicly owned treatment works (POTW), U.S. EPA proposed federal discharge limits applicable to POTWs.

Wastewater flows by gravity via two inlets into Lagoon 1; the original 4-inch inlet (INF-001) is in the middle of the south end of Lagoon 1 and delivers wastewater from the maintenance shops, private residences, and the small cabins. A new 10-inch inlet (INF-002) delivers the remainder of the wastewater and is in the southeast corner of Lagoon 1. Solids settle in the first lagoon, while the liquid portion evaporates to the atmosphere and microorganisms begin to digest the solids. "Bio-gel Microblend G" is added to Lagoon 1 to help digest the sludge and minimize odor.

Flow reaches Lagoons 2 and 3 when valves are opened. Lagoon 4 is fed by gravity through transfer pipes. Final treatment, polishing and additional evaporation take place prior to any discharge, through a 6-inch pipe at Outfall No. 001 to receiving waters. The discharge pipe has a shutoff valve that is opened to drain Lagoon 4 by siphon when the total volume of the four lagoons is estimated to be nearly at capacity. Discharges are episodic and short-termed—currently three to five days, once or twice during the permit period. Goulding's Lodge placed cobblestone or similar material at the discharge point to minimize erosion and potential damage to the cell wall. Effluent sampling and monitoring are performed at Outfall No. 001.

Prior to RGJ's purchase of the Goulding's property, the original lagoons were designed to accept 0.07 MGD, based on the estimated daily usage per person for the population at the time. During the March 2017 discharge release, influent was monitored with an in-pipe flow meter during the 24-hour sample period. Goulding's Lodge plans to install permanent external sensing flow monitoring for the two inlet pipes to monitor the annual inlet flow volumes. The influent flow may exceed the original 0.07 MGD design flow. The current effluent monitoring system is a valve-siphon system, which results in variable flow during the releases, requiring estimates of the discharge flows based on the calculated volume of Lagoon 4 and the time required to empty the lagoon, as described above. Future discharges will be through a 2-inch pipe to a pump with a pumping rate of 45 gallons per minute or less, so the actual discharge flow will be recorded using an external sensing flow device after the pump. This combination will result in accurate flow measurements and will prevent the discharge rate from exceeding the 0.07 MGD design flow.

#### **IV. DESCRIPTION OF RECEIVING WATER**

The facility discharges domestic wastewater from Outfall 001 into an unnamed wash, a tributary to Mitchell Butte Wash, a tributary to Oljeto Wash, and eventual tributary to the San Juan River, all waters of the United States.

## V. DESCRIPTION OF DISCHARGE

Discharges from this facility typically occur once or twice over the duration of the permit, when the lagoons are near or at capacity. The last discharge occurred in March 2017 over a period of 108 to 130 hours. Maximum daily flow was calculated at 0.108 MGD. The discharge resulted in exceedance of the Ammonia Impact Ratio (AIR) monthly average (no limit was established for AIR weekly average). No other discharges occurred during the permit period. The most recent discharge prior to this occurred in May 2011, during the previously issued permit period.

Table 2 shows data related to discharge from Outfall 001, based on the permittee's NPDES renewal application and supplemental data, including data reported on discharge monitoring reports (DMRs). More information is available on Enforcement and Compliance History Online (ECHO) at <https://echo.epa.gov/detailed-facility-report?fid=110010134363> (note: the site may not be updated).

EPA conducted a virtual compliance evaluation inspection at the facility on October 15, 2020. This inspection noted several areas of concern and recommendations:

- Most of the solids settle in Lagoon 1. Lack of sludge removal suggests a failure to meet NPDES permit conditions 40 CFR §122.41(e) for proper operation and maintenance. EPA recommended that Goulding's Lodge consider determining sludge levels and develop a sludge management plan.
- Failure to meet NPDES effluent limitations for BOD<sub>5</sub> (mass), TSS (mass), and AIR. The magnitude of the exceedances suggests that the permittee could have difficulty meeting effluent permit limits without making process changes to the lagoon system. The effluent limitation exceedances noted in the report for BOD<sub>5</sub> (mass) and TSS (mass) were the result of calculation errors; the errors were corrected in the DMRs on February 18, 2021.

The Navajo Nation EPA (NNEPA) conducted a compliance evaluation inspection at the facility on June 26, 2018. This inspection noted:

- A lack of flow measuring devices at the facility;
- Unknown sludge levels, with visible indications that the sludge may need to be addressed soon; and
- The facility operators expressed an interest in exploring reuse of the treated effluent.

## VI. DETERMINATION OF NUMERICAL EFFLUENT LIMITATIONS

EPA developed effluent limitations and monitoring requirements in the permit based on an evaluation of the technology used to treat the pollutant (e.g., "technology-based effluent limits") and the water quality standards applicable to the downstream receiving water (e.g., "water quality-based effluent limits"). EPA established the most stringent of applicable technology-based or water quality-based effluent limitations in the permit, as described below.

**Table 2. Effluent Data for Outfall 001 During Permit Period Discharge in March 2017**

Parameter	Units	2015 Permit Effluent Limitations			Effluent Data (not shown if nondetect)			
		Monthly Average	Weekly Average	Daily Maximum	Highest Monthly Average	Highest Weekly Average	Highest Daily Maximum	No. Samples
Flow Rate <sup>(1)</sup>	mgd	0.5	--	0.5	0.108 <sup>(1)</sup>	--	0.108 <sup>(1)</sup>	Est. <sup>(1)</sup>
Temperature	°C	--	--	--	10.45	--	10.45	1
Biochemical Oxygen Demand; 5-day (BOD <sub>5</sub> ) <sup>(2)</sup>	mg/L	45	65	--	38	--	38	1
	kg/day <sup>(3)</sup>	84.5 <sup>(3)</sup>	122.0 <sup>(3)</sup>	--	15.5 <sup>(3)</sup>	15.5 <sup>(3)</sup>	15.5 <sup>(3)</sup>	
	Removal	65%			81% <sup>(2)</sup>			1
pH <sup>4</sup>	SU	6.5-9 at all times			7.3-7.98			2
Total Ammonia <sup>(4)</sup>	mg-N/L	--	--	--	13	--	13	1
Ammonia Impact Ratio (AIR) <sup>(4)</sup>	--	1.0	--	--	1.55	--	1.55	1
<i>E. coli</i> <sup>(5)</sup>	MPN/100mL	126	--	575	34.2	34.2	34.2	1
Nitrate (as N)	mg/L	5	--	7.5	4.6	--	4.7	1
Total Suspended Solids (TSS) <sup>(2)</sup>	mg/L	90	135	--	19	--	19	1
	kg/day <sup>(3)</sup>	169.0 <sup>(3)</sup>	253.5 <sup>(3)</sup>	--	7.77 <sup>(3)</sup>	7.77 <sup>(3)</sup>	7.77 <sup>(3)</sup>	
	Removal	65%			84% <sup>(6)</sup>			1
Total Dissolved Solids (TDS)	mg/L	--	--	--	988	--	988	1
Total Residual Chlorine <sup>(5)</sup>	µg/L	--	--	11	0	0	0	1

**NOTES:**

<sup>(1)</sup>Effluent flow rate was estimated using the calculated Lagoon 4 volume and flow duration. Estimate may be incorrect, given that the rate is higher than the facility design flow. Flow estimate during the discharge was estimated using the total volume and duration.

<sup>(2)</sup>Both the influent and the effluent were to be sampled and reported. The incremental removal is the difference between the two sample analyses. The effluent value, intake water supply value, and incremental removal value were to be reported.

<sup>(3)</sup>Mass-based limits were calculated using the 0.50 MGD flow limit. As noted in Section V., mass values in the DMRs are calculated from the concentration limits and flow data. Mass can be calculated using the following conversion formula:  
 (\*Flow rate\*) MG/d x (\*concentration\*) mg/L x 8.345 (lb/MG)/(mg/L) x 0.45 (kg/lb)

<sup>(4)</sup>When monitoring for total ammonia (as nitrogen), measurements for pH were to be conducted concurrently with measurements for temperature and ammonia, at the same location as the water samples for laboratory analysis of ammonia.

<sup>(4)</sup>Monthly: Geometric mean of samples collected during the calendar month. Daily: single sample maximum.

<sup>(5)</sup>Limit applied only if chlorination was used. If chlorination was used, the permittee was required to operate the plant to achieve the lowest possible residual chlorine while still complying with permit limits for *E. coli*.

<sup>(6)</sup>TSS removal value was not reported in DMRs; value calculated based on reported 120 mg/L influent and 19 mg/L effluent.

## A. Applicable Technology-Based Effluent Limitations (TBELs)

EPA developed technology-based treatment standards for municipal wastewater treatment plants in accordance with Section 301(b)(1)(B) of the CWA. The minimum levels of effluent quality attainable by secondary treatment for BOD<sub>5</sub>, TSS, and pH, as defined in the implementing regulations at 40 CFR §133.105, are listed below. TBELs in this section are the equivalent to secondary treatment standards as defined by 40 CFR §122.45(f) for BOD<sub>5</sub> and TSS. Section VI.C., below, summarizes the final effluent limitations.

### BOD<sub>5</sub>

#### Concentration-based Limits

30-day average: 45 mg/L  
7-day average: 65 mg/L  
Removal Efficiency: 65% minimum

#### Mass-based Limits

30-day average –  $(45 \text{ mg/L})(0.5 \text{ MGD})(8.345 \text{ conversion factor}) = 188 \text{ lbs/day}$   
7-day average –  $(65 \text{ mg/L})(0.5 \text{ MGD})(8.345 \text{ conversion factor}) = 271 \text{ lbs/day}$

### TSS

#### Concentration-based Limits

30-day average – 45 mg/L  
7-day average – 65 mg/L  
Removal efficiency – Minimum of 65%

#### Mass-based Limits

30-day average –  $(45 \text{ mg/L})(0.5 \text{ MGD})(8.345 \text{ conversion factor}) = 187 \text{ lbs/day}$   
7-day average –  $(65 \text{ mg/L})(0.5 \text{ MGD})(8.345 \text{ conversion factor}) = 271 \text{ lbs/day}$

### pH

Instantaneous Measurement: 6.5 – 9.0 standard units (S.U.)

Technology-based treatment requirements may be imposed on a case-by-case basis under Section 402(a)(1) of the CWA, to the extent that EPA-promulgated effluent limitations are inapplicable (i.e., the regulation allows the permit writer to consider the appropriate technology for the category or class of point sources and any unique factors relating to the applicant) (40 CFR §125.3(c)(2)).

## B. Water Quality-Based Effluent Limitations

Water quality-based effluent limitations (WQBELs) are required in NPDES permits when the permitting authority determines that a discharge causes, has the reasonable potential to cause, or contributes to an excursion above any water quality standard (40 CFR §122.44(d)(1)). In making this determination, the permitting authority uses procedures accounting for:

- Existing controls on point and non-point sources of pollution;
- Variability of the pollutant or pollutant parameter in the effluent;
- Sensitivity of species to toxicity testing (when evaluating whole effluent toxicity); and, where appropriate,
- Dilution of the effluent in the receiving water (40 CFR §122.44(d)(1)(ii)).

EPA evaluated the reasonable potential to discharge toxic pollutants according to guidance provided in the *Technical Support Document for Water Quality-Based Toxics Control* (TSD) (Office of Water, U.S. EPA, March 1991) and the *U.S. EPA NPDES Permit Writers' Manual* (Office of Water, U.S. EPA, September 2010). These factors include:

- Applicable standards, designated uses and impairments of receiving water
- Dilution in the receiving water
- Type of industry
- History of compliance problems and toxic impacts
- Existing data on toxic pollutants for a Reasonable Potential Analysis

## 1. Applicable Standards, Designated Uses and Impairments of Receiving Water

### Navajo Nation Surface Water Quality Standards

In accordance with 40 CFR 122.44(d), the need for discharge limitations for all pollutants that may impact applicable water quality criteria and water quality standards must be evaluated. As part of this evaluation, discharge limitations are based on applicable water quality standards.

EPA approved the 1999 Navajo Nation Surface Water Quality Standards ("NNSWQS") on March 23, 2006. The NNSWQS were later revised in 2007 and approved by EPA on March 26, 2009. EPA partially approved the 2015 NNSWQS revisions on October 5, 2020. The criteria for TSS, pH, temperature, and *E. coli* did not change in the 2020 approval. NNSWQS do not include criteria for BOD<sub>5</sub> or TDS. Criteria for Ammonia did change, as shown in Attachment D of the permit (Table 207.20 from the 2015 NNSWQS). This permit implements the ammonia criteria as an Ammonia Impact Ratio (AIR), calculated as the ratio of the measured ammonia to the ammonia limit, which is determined by measuring pH and temperature concurrently and looking up the associated criteria (see Attachment E in the permit, which is Table 207.20 from the 2015 NNSWQS).

No designated beneficial uses exist for the unnamed wash, which the effluent discharges to, or for Mitchell Butte Wash to which the unnamed wash drains. Mitchell Butte Wash drains to Oljeto Wash, where designated beneficial uses include Primary Human Contact (PrHC) and Agricultural Water Supply (AgWS). Standards applied as limits are based on the most protective approved NNSWQS criteria, where they exist. The most protective criteria, when they differ, are for the PrHC use. The requirements contained in the permit are necessary to prevent violations of applicable water quality standards.

The following water quality criteria from the NNSWQS are applied as effluent limitations:

<b><i>E. coli</i>:</b>	126 MPN/100 mL (geometric mean, minimum four samples in 30 days) 575 MPN/100 mL (single sample maximum)
<b>pH:</b>	6.5-9.0 (2015 NNSWQS PrHC beneficial use)
<b>Ammonia:</b>	Based on Attachment D of the permit (Table 207.20 from the 2015 NNSWQS)
<b>AIR:</b>	AIR (Ammonia Impact Ratio) $\leq 1$ . NNSWQS do not have AIR criteria, but the ammonia limit is expressed as AIR. An AIR of less than or equal to 1 meets the NNSWQS Ammonia criteria.

The waterbodies potentially affected by discharge from this facility are not identified as water-quality limited under CWA §303(d).

## **2. Dilution in the Receiving Water**

Discharge from Outfall 001 is to an unnamed wash, tributary to Mitchell Butte Wash, which may have no natural flow during certain times of year. Accordingly, no dilution of the effluent has been considered in the development of water quality-based effluent limits applicable to the discharge.

## **3. Type of Industry**

Typical pollutants of concern in treated and untreated domestic wastewater include ammonia, nitrate, oxygen demand, pathogens, temperature, pH, oil & grease, turbidity and solids.

## **4. Compliance History and Toxic Impacts**

The last discharge occurred over a period of approximately 108 to 130 hours in March 2017. The March 2017 Discharge Monitoring Report (DMR) indicated that the maximum daily flow was estimated to be 0.108 million gallons per day (MGD). While this is higher than the design flow of 0.07 MGD, the design flow is based on estimates made during the previous lagoon configuration (prior to Lagoons 4-8 being combined into a single lagoon). The flow was initiated by opening the valve on the lower lagoon, and the discharge was gravity-fed. During that discharge, the facility exceeded the Ammonia Impact Ratio (AIR) limit of 1, with a value of 1.55 (a 55% exceedance).

The Ammonia Impact Ratio (AIR) is calculated as a ratio of the ammonia criteria in the NNSWQS to the measured sample. NNSWQS criteria for ammonia are dependent on temperature and pH. The discharger reported 13 mg-N/L. For the reported pH of 7.98 and temperature of 11°C, the acute ammonia criteria would be 8.40 mg/L, while the chronic criteria would be 2.43. The AIR of 1.55 is based on the acute criteria. If chronic criteria were used, the AIR would be 5.35.

The facility reported two instances of the lagoons breaching following heavy rains. In 2008 (during the period of the previous permit reissuance), a severe thunderstorm produced flow that washed out the southeast corner of Lagoon 3. The discharge was reported to the Navajo Nation Environmental Protection Agency ("NNEPA"). The lagoon berm was repaired, built up, compacted and fortified with riprap to prevent future damage from storm runoff. In 2016, a similar event washed out the northeast corner of Lagoon 2, which allowed wastewater in Lagoons 1 and 2 to drain at a high flow rate into the unnamed wash. That breach was also reported to NNEPA. A site investigator estimated that approximately four million gallons of wastewater from both lagoons may have been released in that event, although no visible debris was evident in the wash downstream of the breach. The breach in the lagoon was repaired, built up, and compacted to prevent another release. Additionally, small berms have been placed in the wash to help slow and/or break up the flow to prevent future erosion damage.

EPA's inspection (EPA 2020) also cited the operation and maintenance responsibilities and recommended the discharger determine sludge levels in the lagoons and develop a sludge management plan to prevent future lagoon spills or failures.

### **Discharger Plans to Address Compliance Issues**

To address AIR compliance, the discharger has proposed raising the intake pipe to Lagoon 4 to minimize disturbance of sludge during the discharge; utilizing a pump to regulate the discharge rate to 45 gallons per minute (gpm); and hold discharge in Lagoon 4 for four to six weeks, with bubblers functioning to amplify



evaporation prior to discharge, to allow settling of the residual solids. Keeping the discharge rate to 45 gpm or less will also correspond to a discharge rate less than 0.1 MGD.

The discharger has also proposed determining sludge levels and sludge contaminant levels in the lagoons prior to the return of the tourist season in 2021, and proposes a plan to remove the sludge prior to filling the lagoons, to either be disposed in a landfill that accepts biosolids, sent to a facility for composting, or applied to land on Goulding's property, according to requirements (Hunter 2021).

## 5. Existing Data and Reasonable Potential Analysis

For pollutants with effluent data available EPA conducted a reasonable potential analysis based on statistical procedures outlined in EPA's *Technical support Document for Water Quality-based Toxics Control*, herein after referred to as EPA's TSD (EPA 1991). These statistical procedures result in the calculation of the projected maximum effluent concentrations based on monitoring data to account for effluent variability and a limited data set. The projected maximum effluent concentrations were estimated assuming an effluent coefficient of variation of 0.6 for pollutants and the confidence interval of the 99<sup>th</sup> percentile, based on an assumed lognormal distribution of daily effluent values (sections 3.3.2 and 5.5.2 of EPA's TSD). EPA calculated the projected maximum effluent concentration for each pollutant using the following equation:

**Projected maximum concentration =  $C_e \times \text{reasonable potential multiplier factor}$ ,**  
where " $C_e$ " is the reported maximum effluent value, and the multiplier factor is obtained from Table 3-1 of the TSD.

Results are summarized in Table 3.

**Table 3. Summary of Reasonable Potential Statistical Analysis:**

Parameter	Maximum Observed Value <sup>(1)</sup>	n	RP Multiplier	Projected Maximum Effluent Concentration	Most Stringent Water Quality Criterion	Statistical Reasonable Potential?
Biochemical Oxygen Demand; 5-day (BOD <sub>5</sub> ) <sup>(2)</sup>	38 mg/L	1	13.2	502 mg/L	45 mg/L monthly average	Y
Total Suspended Solids (TSS)	19 mg/L	1	13.2	251 mg/L	45 mg/L monthly average	Y
<i>E. coli</i>	34.2 MPN/ML	1	13.2	451 MPN/mL	126 MPN/100 mL (geometric mean, minimum four samples in 30 days)	Y
Ammonia <sup>(2)</sup>	13 mg/L	1	13.2	172	2.43 mg/L (chronic)	Y
AIR	1.55	1	13.2	21	1	Y

<sup>(1)</sup>For purposes of RP analysis, parameters measured as Non-Detect are assumed to be zero. Only detected pollutants are included in this analysis.

<sup>(2)</sup>Based on Attachment D of the permit (Table 207.20 from the 2015 NNSWQS).

## C. Rationale for Numeric Effluent Limits and Monitoring

EPA evaluated pollutants expected to be present in the effluent and selected the most stringent of applicable technology-based effluent limits or water quality-based effluent limitations. Accordingly, EPA included the Goulding's Lodge WWTP Fact Sheet



following provisions and effluent discharge limitations for flow, BOD<sub>5</sub>, TSS, *E. coli*, total residual chlorine ("TRC"), and AIR (a ratio of measured ammonia value to ammonia criteria determined by ammonia concentration measured concurrently with temperature and pH measurements). Samples taken in compliance with the effluent monitoring requirements shall be taken at a point representative of the discharge but prior to entry into the receiving water—i.e., at the end of the pipe of Outfall 001. Where effluent concentrations of pollutant parameters are unknown or are not reasonably expected to be discharged in concentrations that have the reasonable potential to cause or contribute to water quality standards exceedances, EPA may establish monitoring requirements in the permit. Where monitoring is required, data will be reevaluated, and the permit may be reopened to incorporate effluent limitations as necessary.

The facility is eligible for treatment equivalent to secondary treatment under 40 CFR §133.105. The permit contains discharge limitations for BOD<sub>5</sub>, TSS, *E. coli*, TRC, and AIR. For both BOD<sub>5</sub> and TSS, the arithmetic means of values, by weight, for effluent samples collected in a period of 30 consecutive calendar days cannot exceed 35 percent of the arithmetic mean of values, by weight, for influent samples collected at approximately the same times during the same period. Monitoring is required for TDS, but no limits are set at this time.

Table 4 summarizes lists discharge limitations (i.e., effluent limits).

Flow: The permit carries over the previous permit limit, which was determined to reduce potential erosion from the discharge. If the discharge rate exceeds 0.1 MGD, the discharger will be required to perform a Priority Pollutant Scan.

BOD<sub>5</sub>, TSS: Concentration and minimum removal limits for BOD<sub>5</sub> and TSS are the equivalent to secondary treatment standards as defined by 40 CFR §133.105(a) and (b). As noted in the compliance inspection report dated December 16, 2020, the facility has exceeded mass limitations during the previous discharge by such a great amount that the facility is likely to require process changes in order to meet these limitations. The previous permit had higher limits for TSS, but these limits are not allowable. Previous permit limits for TSS of 90 mg/L monthly and 135 mg/L applied under alternative state requirements (40 CFR §133.105(d) and 40 CFR §133.103(c)) are not currently allowable under 40 CFR §133.105(f) and 40 CFR §133.103(c) because the lower limits in 40 CFR §133.105(b) are achievable with proper operation and maintenance. The lower limits under 40 CFR §133.105(b) were achieved during the previous discharge.

Mass limits for BOD<sub>5</sub> and TSS are determined by calculating the mass of the concentration limits using the flow limit of 0.5 MGD:

$$0.5 \text{ MGD} \times 45 \text{ mg/L} \times 8.345 \text{ (lb/MG)/(mg/L)} = 188 \text{ lb/day (monthly average)}$$

$$0.5 \text{ MGD} \times 65 \text{ mg/L} \times 8.345 \text{ (lb/MG)/(mg/L)} = 271 \text{ lb/day (weekly average)}$$

Measured values would be reported using the measured flow volume during the discharge, which would likely be less than the flow limit.

Determinations of Effluent Limitation for *E. coli*: Presence of pathogens in untreated and treated domestic wastewater indicates reasonable potential for *E. coli* bacteria levels in the effluent to cause or contribute to an excursion above the WQS. In the permit, the monthly geometric mean of *E. coli* bacteria shall not exceed 126/100 ml as a monthly average and 575/100 ml as a single sample maximum. These limits are the NNSWQS for secondary human contact and are carried over from the previous permit. The monitoring frequency is once per discharge.

**Table 4. Discharge Limitations**

Parameter	Maximum Allowable Discharge Limits				Monitoring Requirements <sup>(1)</sup>	
	Average Monthly	Average Weekly	Maximum Daily	Units	Frequency	Sample Type
Flow Rate <sup>(2)</sup>	—	—	0.5	MGD	Continuous	Metered <sup>(2)</sup>
Biochemical oxygen demand (5-day) (BOD <sub>5</sub> ) <sup>(3)</sup>	45	65	—	mg/L	Once/Discharge	Composite
	188	271	—	lb/day		
	65% monthly removal <sup>(4)</sup>			% removal		
Total Suspended Solids (TSS) <sup>(3)</sup>	45	65	—	mg/L	Once/Discharge	Composite
	188	271	—	lb/day		
	65% monthly removal <sup>(4)</sup>			% removal		
Total Dissolved Solids (TDS) <sup>(5)</sup>	Report only <sup>(5)</sup>	—	—	mg/L	Once/Discharge	Discrete
<i>E. coli</i> <sup>(6)</sup>	126 <sup>(7)</sup>	—	575 <sup>(8)</sup>	#/100mL	Once/Discharge	Discrete
Total Residual Chlorine (TRC) <sup>(8)</sup>	—	—	11	µg/L	Once/Discharge if Chlorine is used <sup>(8)</sup>	Discrete
Total Ammonia (as N) <sup>(6,10)</sup>	Report only <sup>(10)</sup>	—	—	mg/L	Once/Discharge	Discrete
AIR <sup>(6,10)</sup>	1.0	—	—		Once/Discharge	Discrete
pH <sup>(6,10)</sup>	Always between 6.5 to 9			S.U.	Once/Discharge	Discrete
Temperature <sup>(10)</sup>	Report only <sup>(10)</sup>	—	—	°C	Once/Discharge	Discrete
Priority Pollutant Scan <sup>(11)</sup>	—	—	(11)	µg/L	Once/Discharge if flow rate exceeds 0.1 MGD <sup>(11)</sup>	Grab

**NOTES:**

- Influent (INF-001 and INF-002) and effluent flows (Outfall-001) shall be monitored and reported when discharge occurs. If the discharge occurs for fewer than 24 hours, composite samples shall be taken at regular intervals during the discharge.
- The monitoring frequency is continuous during discharges. For intermittent discharges, composite samples shall be taken over the course of a single discharge.
- Under 40 CFR §133.105 (treatment equivalent to secondary treatment), the discharge limits for BOD<sub>5</sub> and TSS shall not exceed a monthly average of 45 mg/l and a weekly average of 65 mg/l. The mass effluent limits are calculated based upon the 0.5 MGD flow limitation. Measurement concentrations to be reported in DMRs can be converted to mass using the following formula:  

$$(*\text{Flow rate}*) \text{ MG/d} \times (*\text{concentration}*) \text{ mg/L} \times (*\text{conversion factor}*) 8.345 (\text{lb/MG})/(\text{mg/L})$$
- Both the influent (INF-001 and INF-002) and the effluent shall be monitored and reported. The average monthly effluent concentration of BOD<sub>5</sub> and TSS shall not exceed 35% of the average monthly influent concentration collected at the same time.
- Influent (INF-001 and INF-002) and effluent flows (Outfall-001) must be sampled and reported when discharge occurs. The incremental increase shall also be reported, defined as the difference between the averages of the two influent locations and the effluent sample.
- E. coli* AIR, and pH limits are derived from the numeric standards in the 2015 NNSWQS revisions.
- Geometric mean of samples collected during the calendar month.
- Single sample maximum.
- TRC limit applies only if chlorination is used. If chlorination is used, the permittee shall operate the facility to achieve the lowest possible TRC while still complying with permit limits for *E. coli*. Chlorination treatments shall be reported.
- Table 207.20 in the NNSWQS (Attachment D) defines water quality standards for total ammonia (in mg-N/l). The criteria for ammonia are pH- and temperature-dependent; field measurements for ammonia, pH, and temperature shall be taken concurrently and reported on the AIR worksheet (Attachment E).
- No effluent limits are set at this time but monitoring and reporting are required if flow rate exceeds 0.1 MGD. Priority Pollutant scan is only required once per discharge if the flow rate exceeds 0.1 MGD. See attachment F for a list of priority pollutants. For the most current listing of all priority toxic pollutants, see 40 CFR Part 423, Appendix A.

Total Dissolved Solids (TDS): Presence of solids in untreated and treated domestic wastewater indicates that reasonable potential for TDS level in the effluent to cause or contribute to an excursion above narrative water quality standards. While NNSWQS do not include criteria for TDS, the regulations at 40 CFR 122.44(i) allow requirements for monitoring as determined to be necessary. No limits are set at this time. The monitoring frequency is once per discharge.

Total Residual Chlorine (TRC): Chlorination is not currently used for treatment. If it is used, reasonable potential would exist for TRC levels in the effluent to cause or contribute to an excursion above the NNSWQS. If chlorination is used, no single sample shall exceed 11 µg/l, carried over from the previous permit and based on the NNSWQS for the tributaries to Oljeto Wash. The monitoring frequency is once per discharge.

Total Ammonia Nitrogen (NH<sub>3</sub>-N): Presence of ammonia in untreated and treated domestic wastewater indicates reasonable potential for levels in the effluent to cause or contribute to an excursion above the WQS. In accordance with the NNSWQS for protection of aquatic and wildlife habitat, the permit contains effluent limitations for AIR, which incorporates NNSWQS ammonia criteria. The criteria are temperature- and pH-dependent, as shown in Table 207.20 of the 2015 NNSWQS (included as Attachment D in the permit). Table 207.20 is chosen because salmonids are present. Ammonia limits are set for the AIR, as carried over from the previous permit. The monitoring frequency is once per discharge. Measurements for ammonia are required to be taken concurrently with temperature and pH measurements.

Ammonia Impact Ratio (AIR): AIR is determined by the concurrent measurement of ammonia concentration, pH and temperature, and is calculated by dividing the ammonia concentration in the effluent by the applicable ammonia criteria found in Attachment D in the permit (Table 207.20 from the 2015 NNSWQS). Any AIR value in excess of 1 will indicate an exceedance of the permit limit.

pH: Untreated and treated domestic wastewater could be contaminated with substances that affect pH, which indicates reasonable potential for pH levels in the effluent to cause or contribute to an excursion above the WQS. In order to ensure adequate protection of beneficial uses of Oljeto Wash, the receiving water downstream of the unnamed wash, a minimum pH limit of 6.5 and a maximum limit of 9.0 S.U. are established in Section 206.C. of 2015 NNSWQS. The permit limit is carried over from the previous permit, and the monitoring frequency is once per discharge. Measurements for pH, ammonia and temperature are required to be taken concurrently.

Temperature: Measurements for temperature are required to be taken concurrently with ammonia and pH measurements, once per discharge. No temperature limits are set at this time.

#### **D. Anti-Backsliding**

CWA §402(o) and §303(d)(4) and 40 CFR §122.44(l)(1) prohibit the renewal or reissuance of an NPDES permit that contains effluent limits and permit conditions less stringent than those established in the previous permit, except as provided in the statute and regulation. The permit limits are equal to or more stringent than those in the previous permit.

## **E. Antidegradation Policy**

EPA's antidegradation policy under CWA §303(d)(4) and 40 CFR §131.12 require that existing water uses and the level of water quality necessary to protect the existing uses be maintained. Permit limits are equal or more stringent than those in the previous permit; accordingly, the discharge is not expected to adversely affect receiving waterbodies or result in any degradation of water quality.

## **VII. NARRATIVE WATER QUALITY-BASED EFFLUENT LIMITS**

The 2015 NNSWQS contain narrative water quality standards for pollutants applicable to the receiving water. Thus, the permit incorporates applicable narrative water quality standards. Pursuant to the narrative surface water quality standards (Section 203 of the 2015 NNSWQS), the discharge shall be free from pollutants in amounts or combinations that cause solids, oil, grease, foam, scum, or any other form of objectionable floating debris on the surface of the water body; may cause a film or iridescent appearance on the surface of the water body; or that may cause a deposit on a shoreline, on a bank, or on aquatic vegetation.

## **VIII. MONITORING AND REPORTING REQUIREMENTS**

The permit requires the permittee to conduct monitoring for all pollutants or parameters in Table 5, at the minimum frequency specified. Additionally, where effluent concentrations of pollutant parameters are unknown or where data are insufficient to determine reasonable potential, monitoring may be required for pollutant parameters where effluent limits have not been established.

### **A. Influent and Effluent Monitoring and Reporting**

The permit requires influent and effluent monitoring to evaluate compliance with the permit conditions. The permittee shall perform all monitoring, sampling and analyses in accordance with the methods described in the most recent edition of 40 CFR §136, unless otherwise specified in the permit. Influent monitoring shall be performed at both influent locations (INF-001 and INF-002). The permit includes a new requirement for electronically submitting compliance monitoring data, using the electronic reporting tools (NetDMR) provided by EPA Region 9. These reports are due January 28, April 28, July 28, and October 28 of each year. All monitoring data shall be reported on monthly DMRs and submitted quarterly as specified in the permit. All DMRs are to be submitted electronically to EPA using NetDMR.

### **B. Priority Toxic Pollutants Scan**

If discharge exceeds 0.1 MGD, a Priority Toxic Pollutants scan shall be conducted during the flow to ensure that the discharge does not contain toxic pollutants in concentrations that may cause an exceedance of water quality standards. The permittee shall perform all effluent sampling and analyses for this scan in accordance with the methods described in the most recent edition of 40 CFR §136, unless otherwise specified in the permit or by EPA. 40 CFR §131.36 provides a complete list of Priority Toxic Pollutants.

## **IX. SPECIAL CONDITIONS**

### **A. Biosolids**

Standard requirements for the monitoring, reporting, recordkeeping, and handling of biosolids in accordance with 40 CFR §503 are incorporated into the permit. The permit requires development of a sludge

management plan and determination of lagoon capacity within 180 days of the permit effective date. The permit also includes, for dischargers who are required to submit biosolids annual reports, including major POTWs that prepare sewage sludge and other facilities designated as "Class 1 sludge management facilities," electronic reporting requirements. Those permittees shall submit biosolids annual reports using EPA's NPDES Electronic Reporting Tool ("NeT") by February 19<sup>th</sup> of the following year. Annual reports when no biosolids are removed may consist of a statement that no biosolids are removed. The permit includes a requirement for submitting a report 120 days prior to disposal of biosolids. The compliance inspection report dated December 16, 2020 noted that most of the solids settle in Lagoon 1, from which solids have never been removed.

Electronic submittals should be copied to [R9NPDES@epa.gov](mailto:R9NPDES@epa.gov). Biosolids reports should be submitted through the NeT e-reporting system (<https://www.epa.gov/biosolids/compliance-and-annual-reporting-guidance-about-clean-water-act-laws> for more information).

The permittee is required to develop a sludge management plan to ascertain the sludge levels in the lagoons and to prevent any future spills or failures. It is possible that removing solids from the lagoon may also assist in reducing AIR exceedances. The sludge management plan should be submitted to EPA at [R9NPDES@epa.gov](mailto:R9NPDES@epa.gov) and should include the permit number in the subject line.

#### **B. Pretreatment**

No nondomestic facilities discharge pollutants that pass through or interfere with the operations of this POTW or are otherwise subject to pretreatment standards. Accordingly, EPA has not incorporated any pretreatment requirements into this permit.

#### **C. Capacity Attainment and Planning**

The permit requires that a written report be filed within ninety (90) days if the average dry-weather wastewater treatment flow for any month that exceeds 90 percent of the annual dry weather design capacity of the waste treatment and/or disposal facilities. Planning for solids removal as described in Section IX.A., above, should also be undertaken to ensure that capacity is not exceeded. In addition, the sludge management plan required by Section IX.A. should determine an accurate facility flow capacity to update the current estimate.

#### **D. Development and Implementation of Best Management Practices**

The permittee shall develop and implement BMPs for pollution prevention. Pursuant to 40 CFR §122.44(k)(4), EPA may impose Best Management Practices (BMPs) "reasonably necessary...to carry out the purposes of the Act." The pollution prevention requirements or BMPs in the permit operate as technology-based limitations on effluent discharges that reflect the application of Best Available Technology and Best Control Technology. Thus, the permit requires that the permittee develop (or update) and implement a Pollution Prevention Plan with appropriate pollution prevention measures or BMPs designed to prevent pollutants from entering the unnamed wash that discharges into Mitchell Butte Wash while performing normal processing operations at the facility.

The permittee shall develop and implement BMPs that are necessary to control the high BOD<sub>5</sub> and TSS concentrations and reduce the AIR.

#### **E. Asset Management**

40 CFR §122.41(e) requires permittees to properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of this permit. Asset management planning provides a framework for setting and operating quality assurance

procedures and ensuring the permittee has sufficient financial and technical resources to continually maintain a targeted level of service. This includes identifying lagoon sludge capacity and developing a plan for sludge removal (Section IX.A). Asset management requirements have been established in the permit to ensure compliance with the provisions of 40 CFR §122.41(e).

## X. OTHER CONSIDERATIONS UNDER FEDERAL LAW

### A. Consideration of Environmental Justice

EPA conducted a screening level evaluation of environmental justice (EJ) vulnerabilities in the community posed to residents in the vicinity of the permitted facility using EPA's EJSCREEN tool (<https://www.epa.gov/ejscreen>). The purpose of the screening is to identify areas disproportionately burdened by pollutant loadings and to consider demographic characteristics of the population living near the discharge when drafting permit conditions.

In December 2020, EPA conducted an EJSCREEN analysis of the community in a 30-mile radius of the vicinity of the outfall, since the area is sparsely populated. Of the 11 environmental indicators screened through EJSCREEN, the evaluation determined elevated risks for all the EJ index factors. The results, summarized in Table 5, suggest that the area around the facility are at high risk for EJ factors. For example, the population within a wide range of the Goulding's facility is at greater risk for hazardous wastewater discharge than 89 percent of the population in the state and 93 percent of people in the nation.

Table 5. EJSCREEN Results

Selected Variables	Percentile in State	Percentile in EPA Region	Percentile in USA
<b>EJ Indices</b>			
EJ Index for Particulate Matter (PM 2.5)	96	95	87
EJ Index for Ozone	98	98	94
EJ Index for NATA* Diesel PM	80	81	62
EJ Index for NATA* Air Toxics Cancer Risk	96	94	81
EJ Index for NATA* Respiratory Hazard Index	94	93	78
EJ Index for Traffic Proximity and Volume	78	77	70
EJ Index for Lead Paint Indicator	87	95	69
EJ Index for Superfund Proximity	86	85	70
EJ Index for RMP Proximity	81	81	69
EJ Index for Hazardous Waste Proximity	78	79	60
EJ Index for Wastewater Discharge Indicator	89	93	93

The results are similar if only a one-mile buffer around the facility is analyzed. This is largely because the EJSCREEN analysis considers demographic factors in combination with environmental indicators. Nearly 100 percent of the population of the area around the facility are nonwhite, a minority demographic that indicates greater risk for EJ impacts. Nearly three-quarters of the population are low-income earners. Even when a specific environmental indicator is lower, the composite EJ indicator will suggest a higher than average risk due to the very high demographic indicators. For example, it's unlikely that the area around Goulding's Lodge has high traffic rates, but the composite EJ indicator for traffic proximity and volume indicator is high, likely due to static demographic factors.

EPA also considers the characteristics of the wastewater treatment facility operation and discharges, and whether those discharges pose exposure risks that the NPDES permit needs to further address. EPA found no evidence to indicate the treatment facility discharge poses a significant risk to residents. EPA concludes

that the facility is unlikely to contribute to any EJ issues. Furthermore, EPA believes that by implementing and requiring compliance with the provisions of the Clean Water Act, which are designed to ensure full protection of human and aquatic health, the permit is sufficient to ensure the effluent discharges do not cause or contribute to human health risk in the vicinity of the facility.

## B. Impact to Threatened and Endangered Species

Section 7 of the Endangered Species Act of 1973 (16 U.S.C. §1536) requires federal agencies to ensure that any action authorized, funded, or carried out by the federal agency does not jeopardize the continued existence of a listed or candidate species, or result in the destruction or adverse modification of its habitat. The issuance of an NPDES permit by EPA is a Federal action, so consideration of the potential effects of the permitted discharge on any federally listed species is appropriate. The NPDES permit authorizes the discharged of treated domestic wastewater to an unnamed wash, a tributary to Mitchell Butte Wash, tributary to Oljeto Wash, which drains to the San Juan River.

In September 2020, EPA downloaded from the U.S. Fish and Wildlife's (FWS) Information for Planning and Consultation (IPaC) Web site (<https://ecos.fws.gov/ipac/>) lists of threatened and endangered species near the facility and the discharge point to the unnamed wash, Mitchell Butte and Oljeto Wash, and the San Juan River, in Utah and Arizona. The action area was defined to include the mountains surrounding Goulding's Lodge lagoons, to account for bird species in the area, although the discharge does not usually reach Mitchell Butte Wash or any of the downstream areas below that. The discharge that is being permitted can usually be expected to occur once or twice in a five-year period, at a rate of 45 gpm, for a period of up to 10 days. The flow rate is not high enough to change conditions in the wash to affect habitat. It is likely that the flow would seep into the ground within a few hundred yards of the discharge point, and the depth of the flow would likely be less an inch. Pollutants that are monitored include ammonia, TDS, TSS, BOD<sub>5</sub>, *E. coli*, pH, and temperature.

The IPaC reports (USFWS 2020a, USFWS 2020b) identified 10 federally listed threatened (T) or endangered (E) species that may occur in the action area, or species for which a non-essential experimental population has been proposed (EXPN). The action area was defined broadly throughout the Monument Valley and surrounding mountain ranges in San Juan County, Utah and Navajo County, Arizona. Table 6 summarizes the results.

For the species that were identified in the IPaC reports, EPA has made a finding of "no effect." Non-essential experimental populations have been proposed for the Gray Wolf and the California Condor. The IPaC report did not identify any critical habitat in the action area for any of the listed species.

**Table 6. Federally Listed Species under the U.S. Endangered Species Act**

<u>Status</u>	<u>Species/Listing Name</u>	<u>AZ or UT Species list</u>	<u>Notes/Summary</u>
EXPN*	Gray Wolf, <i>Canis lupus</i>	AZ	No designated critical habitat within the action area. No occurrence near project site.
EXPN*	California Condor, <i>Gymnogyps californianus</i>	AZ, UT	Critical habitat proposed in Utah (location not available); The action area is not within critical habitat designated in Arizona. Suitable habitat is not found within the project area nor would it be affected by short-term releases from lagoon.
T	Mexican Spotted Owl, <i>Strix occidentalis lucida</i>	AZ, UT	No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases from lagoon would not create suitable habitat.
T	Yellow-billed Cuckoo, <i>Coccyzus americanus</i>	AZ, UT	No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases



<u>Status</u>	<u>Species/Listing Name</u>	<u>AZ or UT Species list</u>	<u>Notes/Summary</u>
E	Southwestern Willow Flycatcher, <i>Empidonax traillii extimus</i>	UT	from lagoon would not create suitable habitat. No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases from lagoon would not create suitable habitat.
T	Northern Mexican Gartersnake, <i>Thamnophis eques megalops</i>	AZ	Does not occur within project area. Designated threatened in Arizona, but not no designated protection status in Utah. No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases from lagoon would not create suitable habitat.
E	Colorado Pikeminnow (squawfish), <i>Ptychocheilus lucis</i>	UT	Does not occur near project site. No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases from lagoon would not create suitable habitat.
E	Razorback Sucker, <i>Xyrauchen texanus</i>	UT	Not within critical habitat. No occurrence near project site. No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases from lagoon would not create suitable habitat.
T	Navajo Sedge, <i>Carex specuicola</i>	AZ, UT	Not within critical habitat. No occurrence near project site. No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases from lagoon would not create suitable habitat.
E	Welsh's Milkweed, <i>Asclepias welshii</i>	AZ	Not within critical habitat. No protected status in Utah. No designated critical habitat within the action area. Suitable habitat not found within the action area; short-term releases from lagoon would not create suitable habitat.

\*Exp: Proposed Experimental Population, Non-Essential. T: Threatened. E: Endangered

EPA evaluated the effects that could result from a periodic discharge (generally once every five years or so) of approximately 45 gpm (averaging about 0.07 MGD), lasting from three to five days into the unnamed wash. Although EPA defined a large action area to consider the potential for bird species that could occur in the greater area, the analysis is primarily focused on the immediate area that could be affected directly by the infrequent flows. Past discharges have not reached Mitchell Butte Wash, so discharges permitted under this permit are not expected to reach Mitchell Butte Wash, Oljeto Wash, or the San Juan River.

The range of the Gray Wolf (*Canis lupus*) is outside of the project area (USFWS 2020b, Center for Biological Diversity, Mexican Gray Wolf Natural History ([https://www.biologicaldiversity.org/species/mammals/Mexican\\_gray\\_wolf/natural\\_history.html](https://www.biologicaldiversity.org/species/mammals/Mexican_gray_wolf/natural_history.html), accessed 2/1/2021). EPA has made a “no effect” determination.

The California Condor (*Gymnogyps californianus*) ranges throughout parts of California, Nevada, Colorado, Arizona, and Utah, although no known specific populations are known to occur in the project action area (USFWS ECOS <https://ecos.fws.gov/ecp/species/8193>, accessed 2/1/2021). An active release site occurs in northeastern Arizona, well outside of the action area (USFWS 2013). Proposed critical habitat for an “Experimental Population, Non-Essential” occurs in Utah (location not available); “Experimental Population, Non-Essential” critical habitat outside of the project area has been finalized in Arizona (USFWS 2020a, 2020b). California condors may use roosting sites on ridges, rocky outcrops, or steep canyons, and they forage for carrion, primarily in foothill grasslands and oak savanna habitats. (USFWS 2013). Major causes of mortality include lead shot, predators, powerlines, starvation, micro-trash, fire, hunting, falls, and other isolated incidents (USFWS 2013). None of these issues would be caused or contributed to by periodic, short-term releases of water from lagoons. EPA has made a “no effect” determination.



Mexican Spotted Owls (*Strix occidentalis lucida*) may occur in Arizona, Colorado, New Mexico, Texas, and Utah. Populations in or near the project area have not been documented. Spotted owls occur in old-growth or mature, complex forest structures. Canyons with riparian or conifer communities are also important habitat components for this species. Owls roost and forage in riparian zones of forests. They feed primarily on small mammals, although they will also prey on birds, bats, reptiles, and arthropods. Actions that fragment the forest or remove old-growth forests adversely affect the species. (USFWS ECOS <https://ecos.fws.gov/ecp/species/8196>, accessed 2/1/2021). These types of habitats are not found in the vicinity of Goulding's Lodge. EPA does not believe that impacts to the species would be caused by the occasional release of water from the lagoon. EPA has made a "no effect" determination.

The Yellow-billed Cuckoo (*Coccyzus americanus*) is known or believed to occur throughout most of Arizona and Utah, and in parts of New Mexico, Colorado, Idaho, Montana, Nevada, Texas, Wyoming, Oregon, and Washington. They are found in dense cover with water nearby, such as woodlands with low vegetation, overgrown orchards, and dense thickets along streams or marshes and riparian vegetation. Caterpillars are their primary food source, along with cicadas, katydids and crickets. They also forage on wild fruits in the summer, with seeds becoming a larger portion of their winter diet. Population declines have been a result of converting farmland to housing. They are also vulnerable to collisions with tall buildings, cell towers, radio antennas, wind turbines, and other structures. (USFWS ECOS <https://ecos.fws.gov/ecp/species/3911>, accessed 2/1/2021). These habitat conditions are not found in the vicinity of Goulding's Lodge. EPA has made a "no effect" determination.

The Southwestern Willow Flycatcher (*Empidonax traillii extimus*) requires dense riparian habitats, saturated soils, standing water, streams, pools, or cienegas for nesting (USFWS ECOS, accessed 2/1/2021, at <https://ecos.fws.gov/ecp/species/6749>). Such habitat is not found in the more arid vicinity of Goulding's Lodge, and would not be affected by occasional, short-term releases from the lagoon. Recurrent flooding is important to the flycatcher (USFWS ECOS, accessed 2/1/2021, at <https://ecos.fws.gov/ecp/species/6749>), which does not occur regularly in the Goulding's Lodge area. Its food is primarily flying insects (USFWS ECOS <https://ecos.fws.gov/ecp/species/6749>, accessed 2/1/2021). EPA has made a "no effect" determination.

The Northern Mexican Gartersnake (*Thamnophis eques megalops*) is not known to occur within the action area. Its range is known or believed to be in Arizona and New Mexico. USFWS has not designated federally protected status for the Northern Mexican Gartersnake in Utah, where Goulding's Lodge is located. (USFWS 2020a, 2020b, USFWS ECOS <https://ecos.fws.gov/ecp/species/7655>, accessed 2/1/2021). EPA has made a "no effect" determination.

Neither the Colorado Pikeminnow (*Ptychocheilus lucis*) nor the Razorback Sucker (*Xyrauchen texanus*) occurs within the vicinity of Monument Valley (USFWS ECOS <https://ecos.fws.gov/ecp/species/3531> (Colorado pikeminnow) and <https://ecos.fws.gov/ecp/species/530> (razorback sucker), accessed 2/1/2021);, no effect would be expected on those species. Both species are endemic to the Colorado River basin and were historically found in major tributaries such as the San Juan River, but their ranges were reduced following the construction of dams, but was considered nearly extirpated in the San Juan River basin (Platanía et al. 1991, cited in USFWS 2020c; Bestgen et al. 2012, cited in USFWS 2018). Both species require stable water availability for habitat. Colorado pikeminnow spawn in groups over the summer where cobble and gravel streambeds are recently cleaned by spring peak flows, and they mature where snowmelt flows decrease to stable summer flows with periodic flash floods (USFWS 2020c). Razorback suckers also typically spawn in clean, rocky substrates. While spawning sites have been noted over other substrates, maturation requires backwaters, floodplains, and flows sufficient to maintain healthy conditions, with adults

found in main channel runs, eddies and shore runs, with depths of about 1 m (USFWS 2018). Although annual restocking occurs in the San Juan River (USFWS 2020c, USFWS 2018), suitable habitat does not occur in the vicinity of Goulding's Lodge or in any of the washes leading to the San Juan River. EPA has made a "no effect" determination for both species.

Navajo Sedge (*Carex specuicola*) occurs in hanging gardens associated with moist seeps alongside sheer cliffs (USFWS 2019, USFWS ECOS <https://ecos.fws.gov/ecp/species/8579>, accessed 2/1/2021), none of which occur within the more arid vicinity of Goulding's Lodge. Welsh's Milkweed (*Asclepias welshii*) is associated with sand dune formations, and populations are only known to occur much farther west and south in portions of southern Utah and northern Arizona, outside of the action area (USFWS 1992, USFWS ECOS <https://ecos.fws.gov/ecp/species/8400>, accessed 2/1/2021). EPA has made a "no effect" determination.

### **Conclusion**

Considering all the information available, EPA concludes that the discharge will have "no effect" on any of these listed species. There is no designated critical habitat for any of the listed species within the action area. EPA provided copies of the draft fact sheet and the draft permit to the USFWS during the public notice period.

### **C. Migratory Bird Treaty Act and Bald Eagle Protection Act**

The Migratory Bird Treaty Act (MBT) (16 USC 703-712) protects migratory birds. Bald Eagle nests would be protected under the Bald Eagle Protection Act (Eagle Act) (16 USC 668 et seq.), which would not be found in the vicinity of the project.

### **D. Impact to Coastal Zones**

The Coastal Zone Management Act (CZMA) requires that Federal activities and licenses, including Federally permitted activities, must be consistent with an approved state Coastal Management Plan (CZMA §307(c)(1) through (3)). CZMA §307(c) and implementing regulations at 40 CFR §930 prohibit EPA from issuing a permit for an activity affecting land or water use in the coastal zone until the applicant certifies that the proposed activity complies with the State (or Territory) Coastal Zone Management program, and the State (or Territory) or its designated agency concurs with the certification.

This permit does not affect land or water use in the coastal zone.

### **E. Impact to Essential Fish Habitat**

The 1996 amendments to the Magnuson-Stevens Fishery Management and Conservation Act (MSA) set forth new mandates for the National Marine Fisheries Service, regional fishery management councils and other federal agencies to identify and protect important marine and anadromous fish species and habitat. The MSA requires Federal agencies to determine whether Federal actions may adversely impact Essential Fish Habitat (EFH).

The permit contains technology-based effluent limits and numerical and narrative water quality-based effluent limits as necessary for the protection of applicable aquatic life uses. The permit does not directly discharge to areas of essential fish habitat. Accordingly, EPA determined that the permit will not adversely affect essential fish habitat.

#### **F. Impact to National Historic Properties**

The National Historic Preservation Act (NHPA) §106 requires federal agencies to consider the effect of their undertakings on historic properties that are either listed on, or eligible for listing on, the National Register of Historic Places. Pursuant to the NHPA and 36 CFR §800.3(a)(1), EPA has determined that issuing this NPDES permit does not have the potential to affect any historic properties or cultural properties. As a result, Section 106 does not require EPA to undertake additional consulting on this permit issuance.

#### **G. Water Quality Certification Requirements (40 CFR §124.53 and §124.54)**

EPA can only issue the permit after the certifying Tribe has granted certification under 40 CFR 124.55 or waived its right to certify. For this permit, the Permittee obtained water quality certification from the Navajo Nation EPA that this Permit will meet applicable water quality standards (including paying applicable fees). Certification under section 401 of the CWA is in writing and includes conditions necessary to assure compliance with referenced applicable provisions of Sections 208(e), 301, 302, 303, 306, and 307 of the CWA and appropriate requirements of Territory law.

### **XI. STANDARD CONDITIONS**

#### **A. Reopener Provision**

In accordance with 40 CFR §122 and §124, this permit may be modified by EPA to include effluent limits, monitoring, or other conditions to implement new regulations, including EPA-approved water quality standards; or to address new information indicating the presence of effluent toxicity or the reasonable potential for the discharge to cause or contribute to exceedances of water quality standards.

#### **B. Standard Provisions**

The permit requires the permittee to comply with EPA Region 9 Standard Federal NPDES Permit Conditions.

### **XII. ADMINISTRATIVE INFORMATION**

#### **A. Public Notice (40 CFR §124.10)**

The public notice is the vehicle for informing all interested parties and members of the general public of the contents of a draft NPDES permit or other significant action with respect to an NPDES permit or application.

#### **B. Public Comment Period (40 CFR §124.10)**

Notice of the draft permit was posted on the EPA website for a 30-day public comment period from February 23, 2021 to March 26, 2021. No comments were received.

#### **C. Public Hearing (40 CFR §124.12(c))**

A public hearing may be requested in writing by any interested party during the public comment period. No comments were received during the 30-day public comment period, so EPA did not schedule a hearing.

### **XIII. CONTACT INFORMATION**

Comments and additional information relating to this proposal may be directed to:

Janet Parrish  
U.S. EPA Region 9

415-972-3456  
[parrish.janet@epa.gov](mailto:parrish.janet@epa.gov)

### **XIV. REFERENCES**

EPA. 1991. Technical Support Document for Water Quality-based Toxics Control. Office of Water, EPA. EPA/505/2-90-001.

EPA. 2010. U.S. EPA NPDES Permit Writers' Manual. Office of Water, EPA. EPA-833-K-10-001.

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EPA. 2015. National Recommended Water Quality Criteria. Office of Water, EPA. Human Health Criteria Table. <https://www.epa.gov/wqc/national-recommended-water-quality-criteria-human-health-criteria-table>

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- U.S. Fish and Wildlife Service, (USFWS), Upper Colorado Basin, Region 7. 2020c. Species Status Assessment Report for the Colorado pikeminnow *Ptychocheilus lucius*. Accessed 2/8/2021 at <https://ecos.fws.gov/ServCat/DownloadFile/174074>. Final, March 2020.

CENP	LOCNAME	LOCSTR	LOCCTY	LOCSTATE	LOCZIP	FACTION	NORTHING	EASTING	OWNERNAME	OWNERID	OWNERCOUNTY	COMMUNITY	OWNERSTATE	OWNERZIP	RELEASE	TIME	OPTWILLIAM	SITEDESC	OPTWREAST	REAST	CHWTHAW	FACTSHEET	HYPERLINK	INDEXID
3000373	BOULDER CANYON	1	UT	UT	84134	See Station	4994187	570846	BO INC	BO INC	SAN JUAN	MONUMENT VALLEY	UT	84134	1	1	0	PST	0	0	0	0	0	4447 3000373
3000374	BOULDER CANYON	2	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000374
3000375	BOULDER CANYON	3	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000375
3000376	BOULDER CANYON	4	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000376
3000377	BOULDER CANYON	5	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000377
3000378	BOULDER CANYON	6	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000378
3000379	BOULDER CANYON	7	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000379
3000380	BOULDER CANYON	8	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000380
3000381	BOULDER CANYON	9	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000381
3000382	BOULDER CANYON	10	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000382
3000383	BOULDER CANYON	11	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000383
3000384	BOULDER CANYON	12	UT	UT	84134	See Station	4994187	570846	SEVENTH DAY ADVENTIST	SEVENTH DAY ADVENTIST	SAN JUAN	MONUMENT VALLEY	UT	84134	0	1	0	PST	0	0	0	0	0	4447 3000384



Utah Department of Environmental Quality  
Permanent Closure Inspection

Facility ID 5000C73

Page 1 of 2

Ownership of Tanks		Location of Tanks			
Owner Name <u>REIT Gardening Corp</u>		Location Name <u>Gardening Grocery</u>			
Address <u>1000 Main St P.O. BOX 36001</u>		Address <u>Same</u>			
City <u>Monument Valley</u> State <u>UT</u> Zip <u>84536</u>		City <u>Monument Valley</u> State <u>UT</u> Zip <u>84536</u>			
Contact <u>Wayland LaFent</u> Phone <u>435-727-3225</u>		Contact <u>Wayland LaFent</u> Phone <u>435-727-3226</u>			
Tanks Closed. Use additional pages for additional tanks.		Tank No. <u>3</u>	Tank No. <u>4</u>	Tank No. <u>5</u>	Tank No.
Capacity (gallons)		<u>6,000</u>	<u>6,000</u>	<u>16,000</u>	
Material of Construction (Steel, FRP, Composite, etc.)		<u>FRP</u>	<u>FRP</u>	<u>FRP</u>	
Substance Stored		<u>Gas</u>	<u>DSL</u>	<u>Gas</u>	
Date Last Used		<u>3/15/21</u>	<u>3/15/21</u>	<u>3/15/21</u>	
Date Permanently Closed		<u>4/6/21</u>	<u>4/6/21</u>	<u>4/6/21</u>	
How Closed (Removed, In Place, Change in Service):		<u>Removed</u>			
Original Number of tanks: <u>3</u> Closed Tanks: <u>3</u>		New Tanks: <u>0</u>		Final Number of tanks: <u>0</u>	
Tank Cleaning and Removal					
UST Remover: <u>Jack Headman</u>		Cert. #: <u>TR 439</u>		Exp. Date: <u>1/15/2022</u>	
Groundwater/soil Sampler: <u>Martin For Andra</u>		Cert. #: <u>GS 1218</u>		Exp. Date: <u>11/19/2022</u>	
Owner/Operator has an approved Closure Plan <u>(Yes)</u> No		A copy of the approved Closure Plan is on site <u>(Yes)</u> No			
Product removed Yes No By: <u>EES</u>		Disposal Site: <u>WM</u>			
Sludge removed Yes No By: <u>EES</u>		Disposal Site: <u>WM</u>			
Tanks cleaned Yes No By: <u>EES</u>		Rinse disposal site: <u>WM</u>			
Non-explosive atmosphere inside tank obtained by: <input type="checkbox"/> Purging <input checked="" type="checkbox"/> Inerting		LEL or % Oxygen obtained: <u>&lt; 5%</u>			
Product lines were: <input type="checkbox"/> Cleaned, secured in place, and capped <input checked="" type="checkbox"/> Removed. Disposal site:					
Tank disposal site: <u>WM &amp; CBH (Farmington)</u>		Soil disposal site:			
Site Assessment					
PID or FID meter readings (show reading locations on the site plot):		<u>0</u>			
Meter Type:		Gain or span:		Calibration specs:	
Soil Contamination is evident: Yes <u>(No)</u>		Depth of Contamination: <u>0-3 Feet</u>		Greater than 3 Feet	
Groundwater contamination is evident: Yes No		Depth to Water Table: <u>30'</u>		Surface slope direction:	
Number of samples collected: <u>GW</u> <u>Soil</u> <u>USC</u>		Certified Lab: <u>AWH</u>			
Land Use of surrounding area: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Other (specify):					
Show sample analysis information below. Samples with the same analysis can be grouped together. Include any samples taken by the inspector. Show sample types (including USC), locations, and depths on the site plot.					
Sample number(s)	Substance in Tank	Sample Type	Compounds analyzed	Analysis Methods	
<u>SS-173</u>	<u>Gas DSL</u>	<u>SS</u>	<u>MBTEXN 1600/DEO</u>	<u>8260/815</u>	
Inspector observed collection of samples: <u>(Yes)</u> No					
Inspector collected and submitted duplicate samples: Yes <u>(No)</u>					
Contaminated soil was over-excavated: Yes No <u>(N/A)</u>					
If yes, confirmation samples were collected: Yes <u>(No)</u>					
Potential Receptors, Indicate if:					
Residences	Commercial Buildings	Property Line	Active Water Well		
Surface Water	Sewer Line	Water Line	Natural Gas Line		
Telephone Line	Electrical Line	Storm Drain	Other:		
I (name) <u>Zach Moore</u> certify that I inspected the above-named facility on (date): <u>4/6/21</u>					
Inspector signature: <u>Zach Moore</u> Cert. #: <u>TI - 283</u>					



Utah Department of Environmental Quality  
UST Facility Site Plat

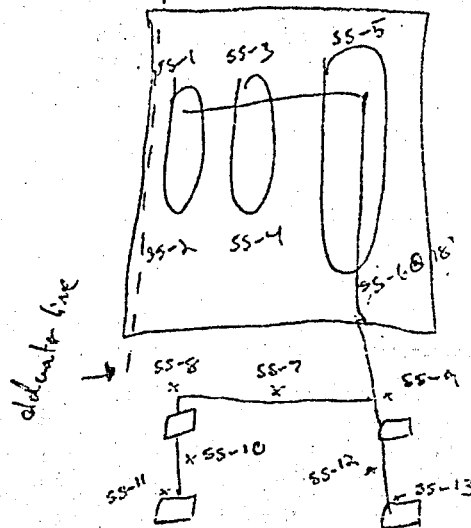
Facility ID 5000073

Page 2 of 2

NORTH

Measurment Valley Rd

sewer line  
(open)



Sub Pump	S
Tank Fill	F
ATG Probe	A
Inter. Probe	I
Vapor Rec.	V
Capped	C
Other (specify)	O

UTM Northing:

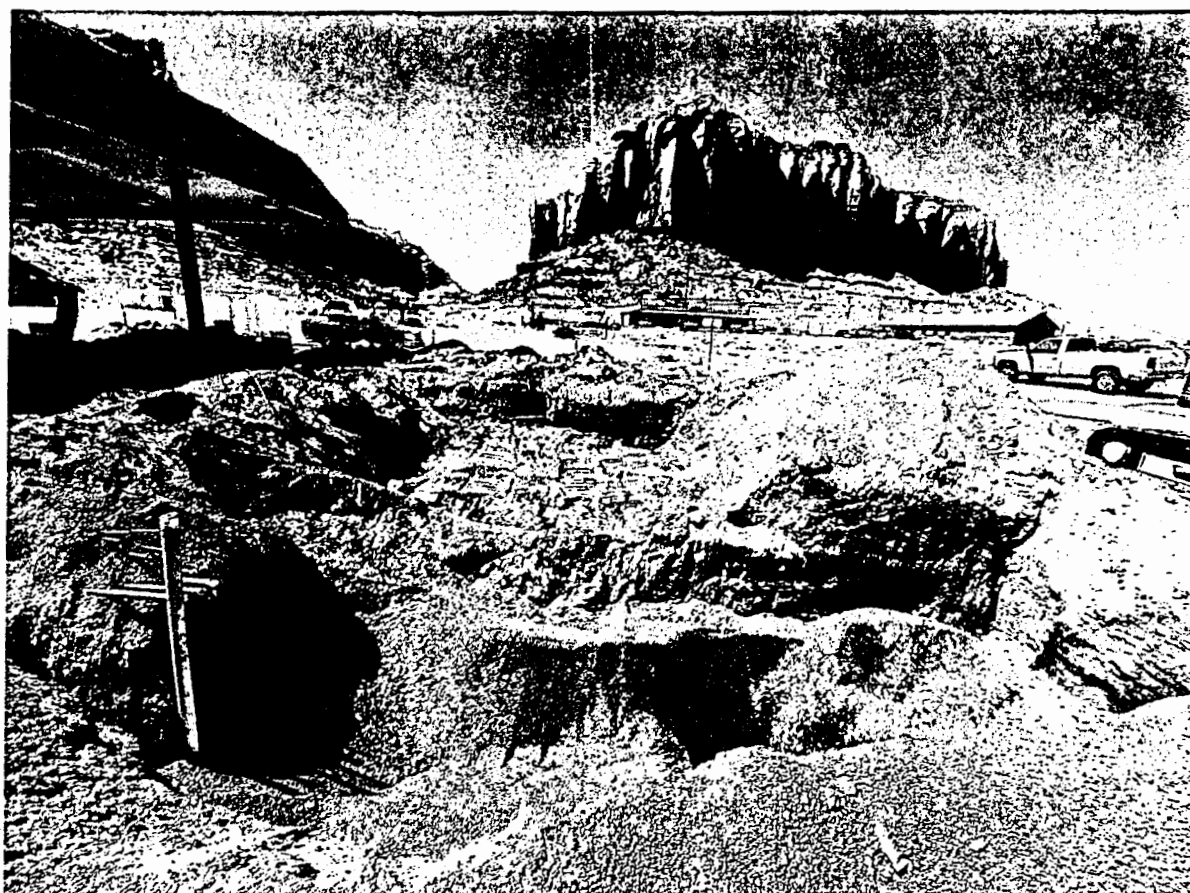
Easting:

building

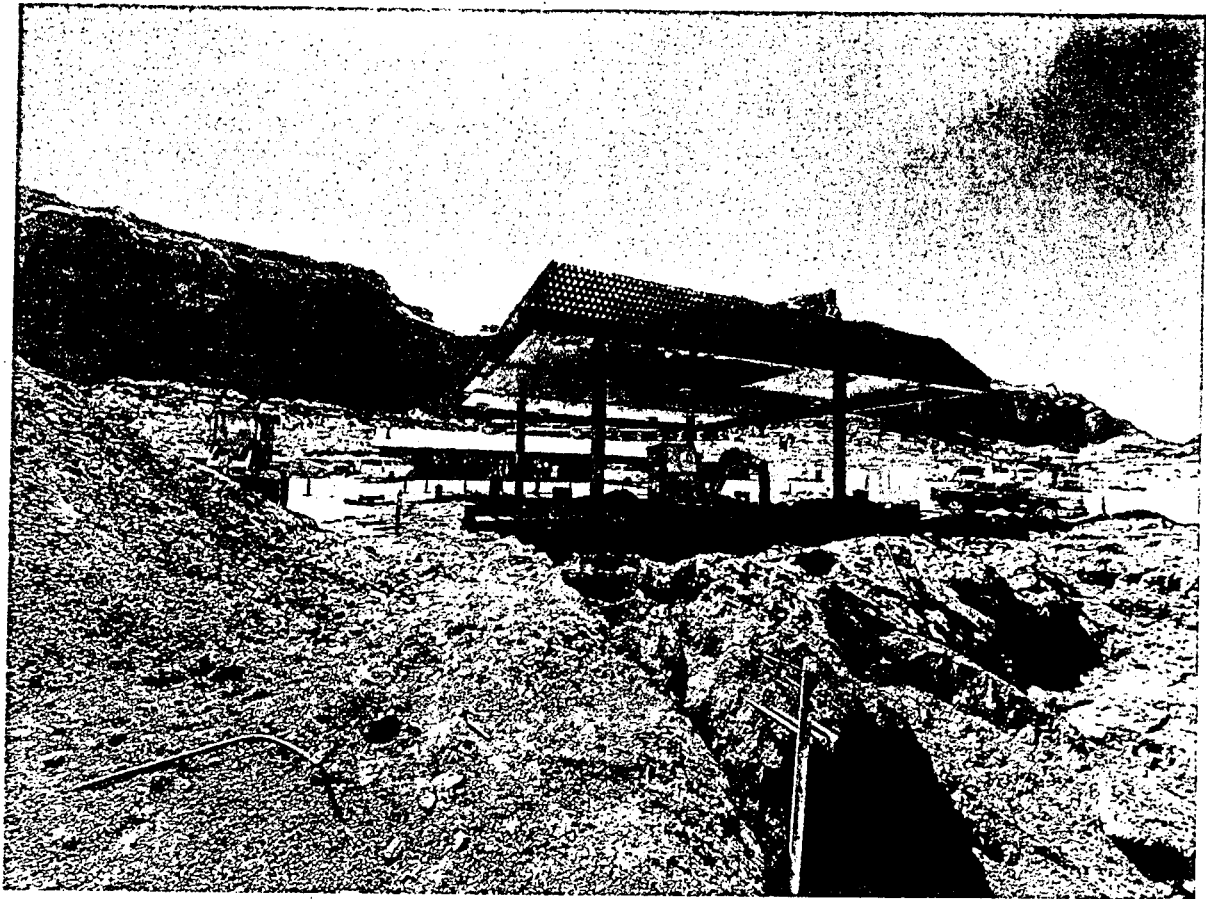
Show locations of all buildings, streets, tanks, piping, and dispenser islands. Indicate the product in each tank. Show locations of tank manways and identify each: submersible pump, fill, ATG probe, vapor recovery, etc. For closures: Indicate the type (soil, GW, USC), location, and depth of each sample collected by the certified sampler or the inspector. Indicate the locations of any reported PID or FID readings. Show locations of potential receptors.

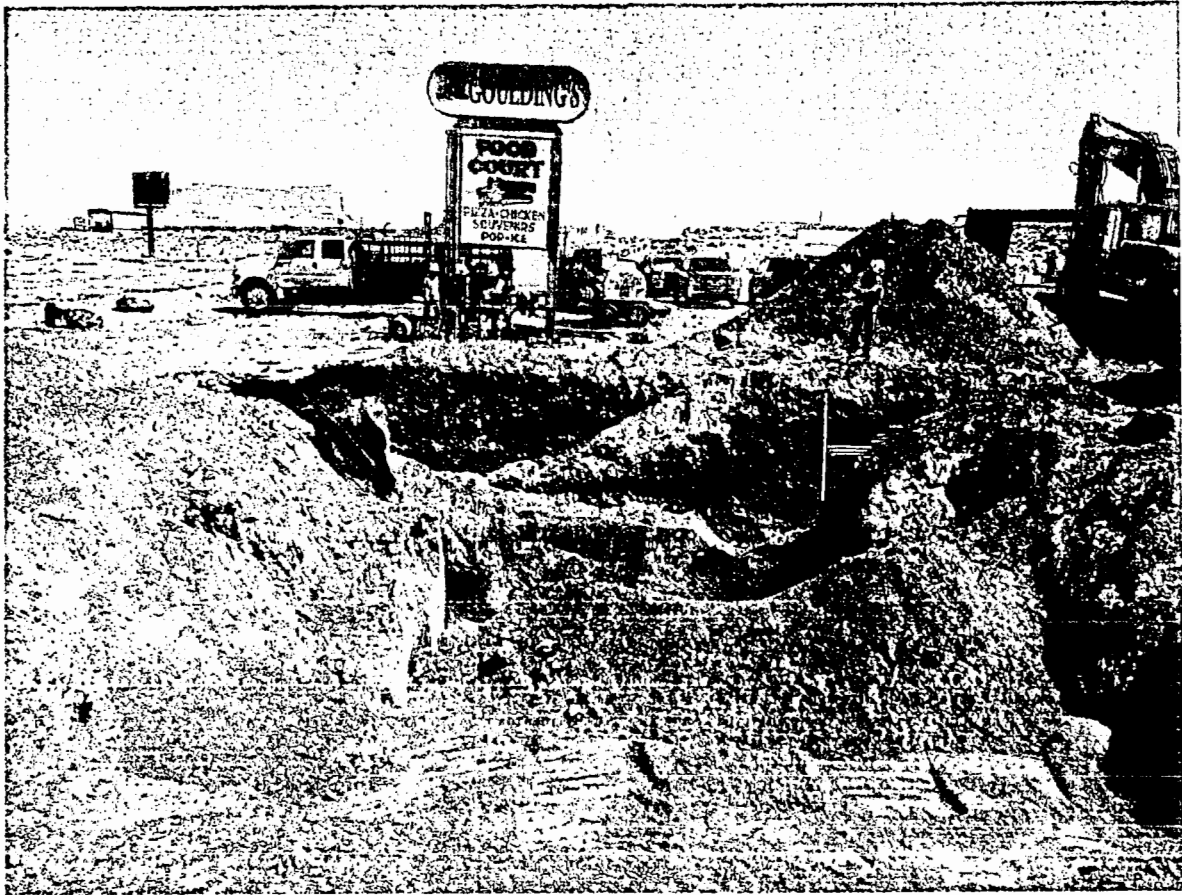
Comments: Sample 6 @ 16' ~~sample 6~~ has odors. other samples smell look clean.

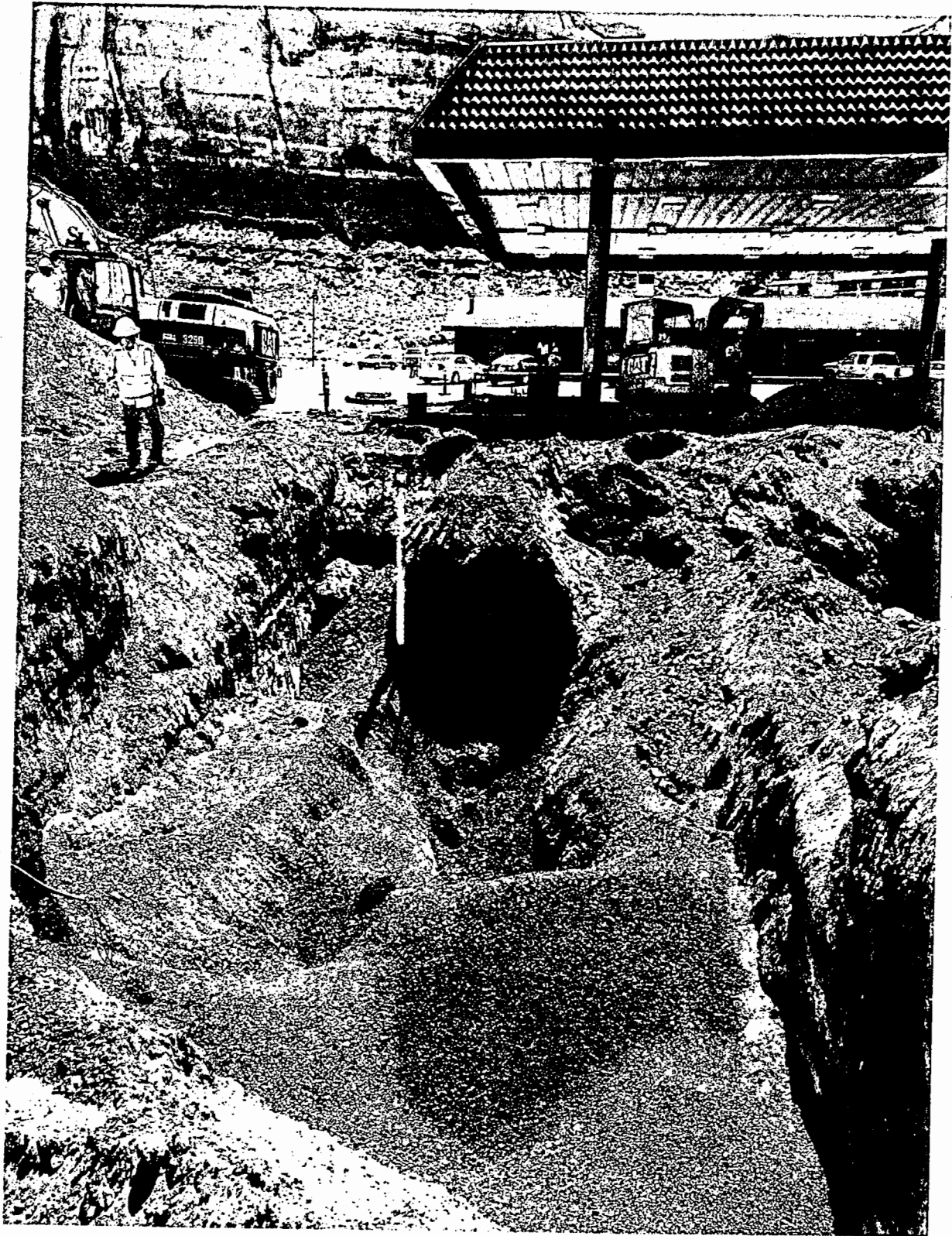














Mr. Zach Moore  
Utah Division of Environmental Response and Remediation  
195 North 1950 West  
Salt Lake City, Utah 84114

May 13, 2021  
Project No.: 1410-024

And

Ms. Tanya Yazzie  
Navajo Nation Environmental Protection Agency  
Waste Regulatory Compliance Department  
Storage Tank Program  
P.O. BOX 3089  
Window Rock, Arizona 86515

SUBJECT: Closure Notice and Sampling Results  
NAV 228 – Goulding's Lodge  
1000 Main Street  
Monument Valley, Utah  
Facility ID 5000073

At the request of RGT Goulding Corp., the subject property owner and owner of the underground storage tanks (USTs), Wasatch Environmental, Inc., (Wasatch) has attached a completed Closure Notice for the USTs removed from the Goulding's Lodge property (Property) as Appendix A.

## BACKGROUND

On April 6, 2021, Wasatch collected closure soil samples per the Utah Division of Environmental Response and Remediation (DERR)-approved Closure Plan submitted by Petro West, Inc. Petro West personnel removed the UST system consisting of one 6,000-gallon gasoline steel (STI-P3) UST installed in 1985, one 6,000-gallon diesel steel (STI-P3) UST installed in 1985, and one 10,000-gallon gasoline fiberglass reinforced plastic (FRP) UST installed in 1991. The USTs were emptied, triple rinsed, and inerted with dry ice. Additionally, the USTs were checked for oxygen levels of <5% prior to removal. All product pipping consisting of FRP were emptied and triple rinsed and removed, and four fuel dispensers were also removed at the Property.

All tank rinsate was disposed at WMI landfill in Aztec, New Mexico. The tanks and piping were disposed at Page Steel in Page, Arizona and WMI Landfill in Aztec, New Mexico.

Petro West submitted a Closure Plan, which was approved by the Utah DERR and followed during closure activities. Additionally, Wasatch provided the Navajo Nation Environmental Protection Agency (NNEPA) with a UST removal request letter dated April 1, 2021.

During UST system removal activities, Ms. Tanya Yazzie with the Navajo NNEPA was present. The USTs, product lines, and dispenser islands were removed and disposed as described in the DERR-approved closure plan. Soil closure samples were collected as described in the DERR-approved closure plan and in accordance with the Navajo Nation Storage Tank Act (NNSTA). Closure sample locations are shown on Figure 1.

The sample containers were labeled with the sample location, sample identification, date, and time of sample collection. All samples were immediately placed on ice in a sample cooler and were hand

delivered, under chain-of-custody protocol to the analytical laboratory. The samples were analyzed at American West Analytical Laboratory (AWAL), a Utah-Certified analytical laboratory located in Salt Lake City, Utah, for the following:

- Total petroleum hydrocarbons as diesel-range organics (TPH-DRO), using United States Environmental Protection Agency (U.S. EPA) Method 8015D, and
- Total petroleum hydrocarbons as gasoline-range organics (TPH-GRO), methyl tert-butyl ether, benzene, toluene, ethyl benzene, total xylenes, and naphthalene (MBTEXN), using U.S. EPA Method 8260D.

Soil sample SS-6, collected from the southern end of the eastern UST at a depth of 14 feet below ground surface (bgs), exhibited a TPH-DRO concentration of 476 micrograms per kilogram (mg/kg), a TPH-GRO concentration of 18.8 mg/kg, and a total xylenes concentration of 0.118 mg/kg. These concentrations are below their applicable Utah Initial Screening Levels. However, it is stated in The Navajo Nation Leaking Storage Tank Soil and Water Cleanup Standards (2012) that "The ultimate goal of environmental cleanup on the Navajo Nation is to reduce contaminants to undetectable or background levels." Given this NNEPA goal, the NNEPA requested that the impacts discovered at soil sample SS-6 be removed and properly disposed.

After receiving the results of the closure soil samples collected on April 6, 2021 and discussing the results with the Utah DERR and NNEPA representatives, plans were made to over excavate as much of the petroleum impacted material as possible and collect additional confirmation soil samples to determine if all impacts had been removed.

## METHODS

On April 12, 2021, Wasatch Project Hydrogeologist and Utah-certified UST Consultant, Blake Downey, P.G., supervised the excavation of the petroleum-impacted soil located around the SS-6 soil sample. The excavation was completed by Petro West personnel, and Ms. Tanya Yazzie (NNEPA representative) was present for the majority of the excavation. The excavation was guided by the presences of PID readings, observed soil staining, and by observed petroleum odors.

Impacted soil was excavated using a large Caterpillar excavator, which directly loaded the impacted soil into dump trucks for transport to San Juan County Landfill. Given the slow roundtrip to and from the soil disposal facility, some impacted soil was stockpiled on and covered with visqueen until it was loaded into an available dump truck.

The excavated soil consisted of sands and silty sands. Petroleum odors were observed from approximately 16 to 21 feet bgs. Black and grey soil staining was observed from approximately 18 to 20 feet bgs, but was limited in aerial extent. PID readings in the most impacted areas ranged from 1,100 parts per million (ppm) to 3,780 ppm. PID readings collected at the extent of the excavations ranged from 0.1 ppm to 31.7 ppm. The excavation extended to a depth of 22 feet bgs (see Figure 1 for the approximate aerial extent of the excavation).

One confirmation soil sample was collected from each sidewall of the excavation. Prior to the collection of the confirmation soil samples for each sidewall (SW-E, SW-W, SW-S, and SW-N), three depths within each sidewall area of impacts were screened to determine the highest impacted area. This was done to bias the collection of the confirmation soil sample to the most impacted area. The same process was used for the floor of the excavation and confirmation soil sample (Floor-1) as well.

Confirmation soil samples were collected with the excavator bucket using gloved hands and dispensed into 4-ounce glass jars. The sample containers were labeled with the sample location, sample identification, date, and time of sample collection. All samples were immediately placed on ice in a sample cooler and were hand delivered, under chain-of-custody protocol to the analytical laboratory. The



samples were analyzed at AWAL for TPH-DRO using U.S. EPA Method 8015D, MBTEXN and TPH-GRO using U.S. EPA Method 8260D.

A total of 141.98 tons of impacted soil were transported to the San Juan County Landfill for disposal. A copy of the landfill weight tickets is attached in Appendix B.

### **CONFIRMATION SOIL SAMPLE RESULTS**

The analytical results of the closure and confirmation soil sampling are presented on Table 1. No analytes were detected above laboratory reporting limits (all laboratory reporting limits were below all applicable Utah ISLs) in any of the confirmation soil samples. Copies of the analytical reports including chain-of-custody documentation are attached in Appendix C.

### **CONCLUSIONS AND RECOMMENDATIONS**

Based on the analytical results of the final soil confirmation sampling, no analytes were detected above laboratory reporting limits and all ISLs were met.

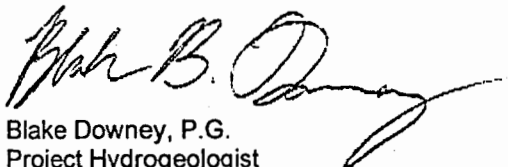
The confirmation soil sampling analytical data report was provided to Ms. Tanya Yazzie with the NNEPA. Ms. Yazzie concurred that all impacts appear to have been removed and further construction of the new fueling system could continue.

Since the impacted soil has been removed to non-detect levels in the area of concern, it is Wasatch's opinion that no additional investigation or action is warranted at the Property.

Our services consist of professional opinions and recommendations made in accordance with generally accepted environmental engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

Sincerely,

**WASATCH ENVIRONMENTAL, INC.**



Blake Downey, P.G.  
Project Hydrogeologist  
Utah UST Certified Consultant No.: CC 0268

### **FIGURE**

Figure 1 – Excavation and Soil Sample Location Map

### **TABLE**

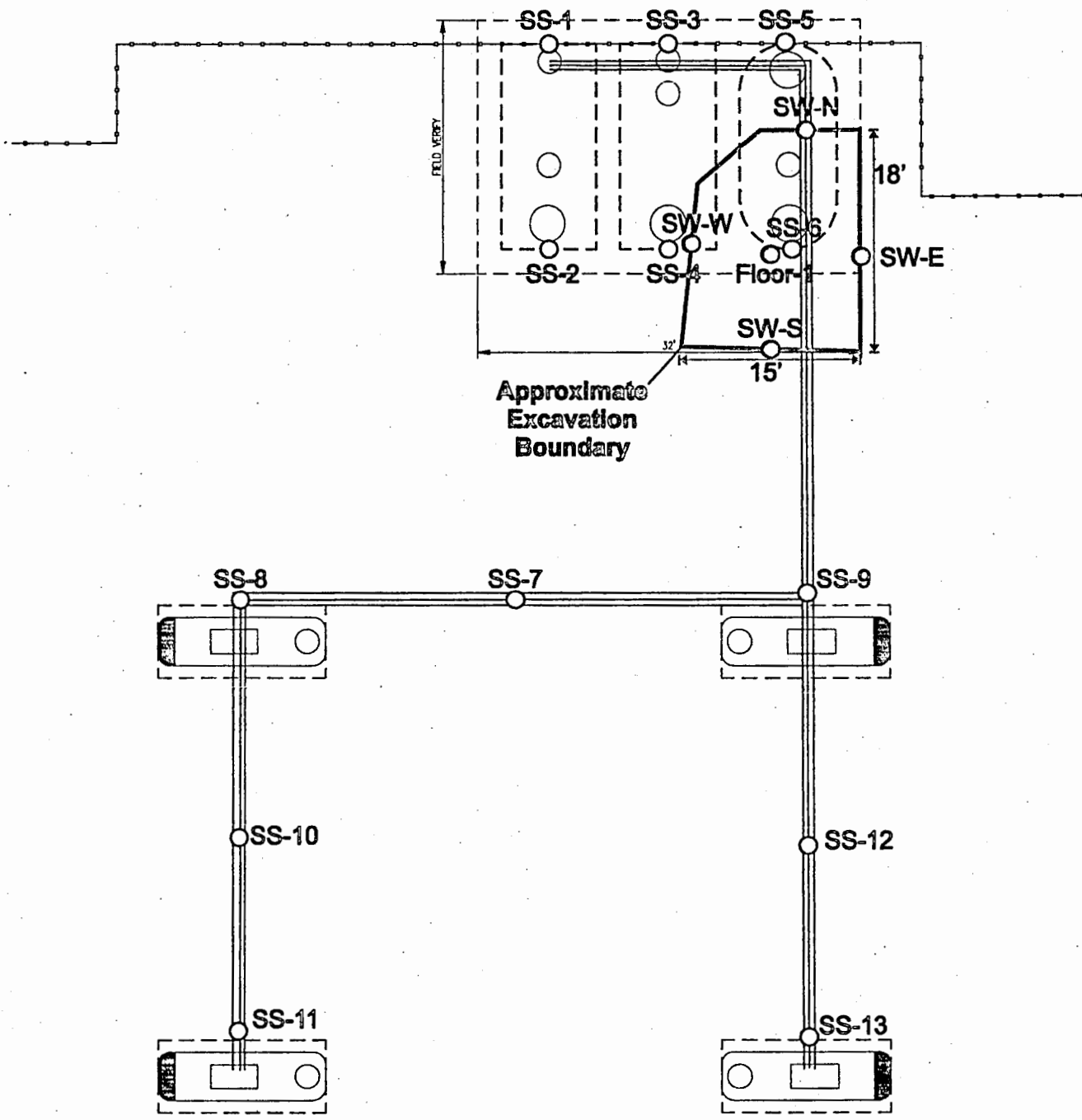
Table 1 – Closure and Confirmation Soil Analytical Results

### **APPENDICES**

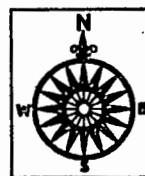
Appendix A – Completed Closure Notice  
Appendix B – Non-Hazardous Waste Manifests  
Appendix C – Laboratory Analytical Reports



**FIGURE**



Groundwater >30'



- Closure Soil Sample Location
- Confirmation Soil Sample Location

Excavation and Soil Sample Location Map

Figure 1

TABLE

**Table 1**  
**Closure and Confirmation Soil Analytical Results**  
**NAV 228 - Goulding's Lodge**  
**1000 Main Street**  
**Monument Valley, Utah**

*all concentrations are reported in milligrams per kilogram (mg/kg)*

Sample Identification	Sample Type	PID Reading (ppm)	Sample Collection Date	TPH-DRO	TPH-GRO	Benzene	Toluene	Ethylbenzene	Total Xylenes	Naphthalene	MTBE
SS-1	Closure	0.0	4/6/2021	<23.3	<0.0604	<0.00302	<0.00604	<0.00604	<0.00604	<0.00604	<0.00604
SS-2	Closure	0.0	4/6/2021	<22.6	0.542	<0.00277	<0.00553	<0.00553	<0.00553	<0.00553	<0.00553
SS-3	Closure	0.0	4/6/2021	<22.1	<0.0563	<0.00282	<0.00563	<0.00563	<0.00563	<0.00563	<0.00563
SS-4	Closure	0.0	4/6/2021	<24.6	<0.0618	<0.00309	<0.00618	<0.00618	<0.00618	<0.00618	<0.00618
SS-5	Closure	0.0	4/6/2021	<21.1	0.0525	<0.00259	<0.00518	<0.00518	<0.00518	<0.00518	<0.00518
SS-6	Closure	473	4/6/2021	476	18.8	<0.0107	<0.0213	<0.0213	0.118	<0.0213	<0.0213
SS-7	Closure	0.0	4/6/2021	<21.9	<0.0572	<0.00286	<0.00572	<0.00572	<0.00572	<0.00572	<0.00572
SS-8	Closure	0.0	4/6/2021	<20.8	<0.0529	<0.00265	<0.00529	<0.00529	<0.00529	<0.00529	<0.00529
SS-9	Closure	0.0	4/6/2021	<20.7	<0.0514	<0.00257	<0.00514	<0.00514	<0.00514	<0.00514	<0.00514
SS-10	Closure	0.0	4/6/2021	<22.1	<0.0532	<0.00266	<0.00532	<0.00532	<0.00532	<0.00532	<0.00532
SS-11	Closure	0.0	4/6/2021	<21.4	<0.0537	<0.00268	<0.00537	<0.00537	<0.00537	<0.00537	<0.00537
SS-12	Closure	0.0	4/6/2021	<21.4	<0.0535	<0.00267	<0.00535	<0.00535	<0.00535	<0.00535	<0.00535
SS-13	Closure	0.0	4/6/2021	<22.4	<0.0564	<0.00282	<0.00564	<0.00564	<0.00564	<0.00564	<0.00564
SW-N	Confirmation	31.7	4/12/2021	<22.0	<0.0541	<0.00270	<0.00541	<0.00541	<0.00541	<0.00541	<0.00541
SW-S	Confirmation	0.7	4/12/2021	<21.9	<0.0521	<0.00261	<0.00521	<0.00521	<0.00521	<0.00521	<0.00521
SW-W	Confirmation	3.1	4/12/2021	<21.1	<0.0520	<0.00260	<0.00520	<0.00520	<0.00520	<0.00520	<0.00520
SW-E	Confirmation	13.1	4/12/2021	<21.1	<0.0529	<0.00264	<0.00529	<0.00529	<0.00529	<0.00529	<0.00529
Floor-1	Confirmation	12.6	4/12/2021	<21.4	<0.0538	<0.00269	<0.00538	<0.00538	<0.00538	<0.00538	<0.00538
Utah Initial Screening Levels				500	150	0.2	9	5	142	51	0.3
Utah RBCA Tier 1 Screening Levels				5,000	1,500	0.9	25	23	142	51	0.3

**NOTES:**

< = Concentration was below the laboratory reporting limit.

**Bold** = Measured concentration exceeds the Utah Initial Screening Level.

= Measured concentration exceeds the applicable Utah RBCA Tier 1 Screening Level.

RBCA = Risk-Based Corrective Action.

PID = Photoionization detector.

ppm = Parts per million.

**Appendix A**

**Completed Closure Notice**

**UNDERGROUND STORAGE TANK PERMANENT CLOSURE NOTICE (rev. 3/4/03)**

FACILITY ID# 5000073

State Use Only	
Date Processed	by
Date Mailed to LHD	
LUST ID#	
Date to LUST Review	

Closure Notice prepared at the request of the owner/operator (identified below) by <b>Blake Downey</b>			
of (company name) <b>Wasatch Environmental</b>		Phone # <b>801-972-8400</b>	
Address <b>2410 West California Avenue</b>		City <b>SLC</b>	State <b>UT</b> Zip <b>84104</b>

FACILITY INFORMATION			
Tank Owner <b>RG Goulding Corp.</b>		Phone # <b>435-727-3225</b>	
<input type="checkbox"/> sole proprietorship	<input type="checkbox"/> partnership	<input checked="" type="checkbox"/> corporation	
Address <b>1000 Main Street/PO Box 36001</b>		City <b>Monument Valley</b>	State <b>UT</b> Zip <b>84536</b>
Facility Name <b>Goulding Grocery</b>			
Address <b>1000 Main Street/PO Box 36001</b>		City <b>Monument Valley</b>	State <b>UT</b> Zip <b>84536</b>
Contact person <b>Wayland Latont</b>		Phone # <b>435-727-3226</b>	
Total number of regulated underground tanks at this site before closure <b>3</b>			
Total number of regulated underground tanks at this site after closure <b>0</b>			

**TANKS CLOSED**

Tank #	3	4	5			
Type (Steel, FRP, etc.)	STIP3	STIP3	FRP			
Date Installed	1985	1985	1991			
Capacity (Gallons)	6,000	6,000	10,000			
Substance stored*	Gasoline	Diesel	Gasoline			
Date last operated	3-15-21	3/15/21	3/15/21			
Date Closed	4-6-21	4-6-21	4-6-21			
Removed/In Place/ Change in Service (CIS)?	Removed	Removed	Removed			

\*Indicate the specific substance stored in each tank to be closed (regular, unleaded, diesel, waste oil, etc.)

TANK REMOVER Name <b>Frank Beardsleu</b>		Cert. # <b>TR0413</b>	Exp. Date <b>5/5/21</b>
Company <b>Petro West Inc.</b>		Phone # <b>435-668-2554</b>	
Address <b>44 North 800 West</b>		City <b>Saint George</b>	State <b>UT</b> Zip <b>84770</b>
SOIL/GROUNDWATER SAMPLER Name <b>Audra Heinzel</b>		Cert. # <b>GS1583</b>	Exp. Date <b>4-1-21</b>
Company <b>Wasatch Environmental</b>		Phone # <b>801-972-8400</b>	
Address <b>2410 West California Avenue</b>		City <b>Salt Lake City</b>	State <b>UT</b> Zip <b>84104</b>

**CLOSURE INFORMATION**

Fuel was emptied <input type="checkbox"/>	Sludge was removed <input type="checkbox"/>	Tank was cleaned <input checked="" type="checkbox"/>
Tank was: Purged <input type="checkbox"/> Inerted <input checked="" type="checkbox"/>	Method Used: <b>Dry ice.</b>	
Location of Closure Records: <b>Wasatch Environmental</b>		
For In-Place Closure: tanks filled with:		
For Change-In-Service: Substance to be stored:		

## DISPOSAL SITES USED

	Location Name	Contact Name	Phone #	Date	Amount
Tank(s)	Page Steel & WMI Landfill	John Isham	505-801-5481	4-7-21	Tank #3
Product From Tank(s)	WMI Landfill (Aztec, NM)	John Isham	505-801-5481	4-7-21	300
Contaminated Water From Tank Cleaning	WMI Landfill (Aztec, NM)	John Isham	505-801-5481	4-7-21	300
Sludge	WMI Landfill (Aztec, NM)	John Isham	505-801-5481	4-7-21	300
Contaminated Water From Excavation	NA				
Contaminated Soil	San Juan County Landfill	Paul Sondregger	435-678-3070	4-12-21	141.98 ton

## SITE ASSESSMENT

Complete the Facility Site Plat (Closure Notice) and Sample Information Table (Closure Notice) on pages 3 and 4 to show the locations, depths, and other information on all soil/groundwater samples taken for closure. The samples must be consistently identified by sample ID # on the site plat, table, and lab analysis report.

☒ Completed Facility Site Plat (Closure Notice) is attached.

The following must be included (enter the distance, and direction (N,S,E,W) from the area of contamination or, where applicable, use OH for overhead, NP for not present):

NA Water Line NA Sewer Line NA Natural Gas NA Storm Drain NA Telephone NA Electrical NA Property Line NA Buildings

☒ Completed Sample Information Table (Closure Notice) is attached.

☒ Certified lab analytical environmental sample results are attached.

☒ Unified Soil Classification (USC) sample results are attached.

☒ Chain of Custody form is attached.

Samples were properly: ☒ Collected ☒ Labeled ☒ Packaged ☒ Transported

☒ Samples were in sight of the person in custody at all times or in a secured locked place.

I certify under penalty of law that the closure site assessment at this facility was conducted in accordance with R311-202 (parts 280.52 and 280.72) and R311-205 U.A.C., and that any additional samples required by R311-202 parts 280.52 and 280.72 and R311-205-2(a)(1) were properly collected.

Signature of Certified Groundwater/Soil Sampler	<i>Audra Heinzl</i>
Full name of Certified Sampler Audra Heinzl	Date 5-3-21

If contamination at the facility is confirmed, any person providing remedial assistance for a fee must be a Certified UST Consultant. The Certified UST Consultant providing assistance is:

## CERTIFIED UST CONSULTANT

Name Blake Downey	Cert. #CC 0268	Exp. Date 7-1-21
Company Wasatch Environmental	Address 2410 West California Avenue	
City Salt Lake City	State UT	Zip 84104
Phone # 801-972-8400		

Please explain any unusual or extenuating circumstances expected regarding the site assessment or closure:

All closure samples were below applicable Utah Initial Screening Levels. However, this site is located on the Navajo Nation Reservation in southern Utah. Therefore, the Navajo Nation Environmental Protection Agency (NNEPA) rules and regulations required adherence. The NNEPA required the impacted soil below Utah ISLs be removed and disposed, with a goal of all confirmation samples being below laboratory reporting limits. Impacted soil was removed with the oversight of NNEPA manager Tanya Yazzie. No release was assigned an ID from the Utah DERR.

### Facility Site Plat (Closure Notice)

The site plat must be drawn to an appropriate identified scale. It must show planned sampling locations, substances stored in tanks, and other relevant information. Tank and sample identification numbers must be consistent with the information given on p. 1 and 4 of the Closure Notice.

North

Scale: 1"= \_\_\_\_ Feet

Facility ID: _____	Drawn By: _____	Date: _____
--------------------	-----------------	-------------

X = Sample locations (SS-#, WS-#, USC-#)

ρ = Monitoring Wells (MW-#)

□ = Soil boring (SB-#), or Geoprobe Boring (GP-#)

● = Water Wells (domestic, livestock, etc.)

Slope of Surface Topography: (N,NW,W,SW,S,SE,E,NE)

Land Use At Site: ☐ Residential ☐ Commercial ☐ Industrial

Surrounding Land: ☐ Residential ☐ Commercial ☐ Industrial

#### Site Plat Must Indicate Actual Locations Of:

✓ Current & former tanks, piping & dispensers

✓ Location of all samples to be taken

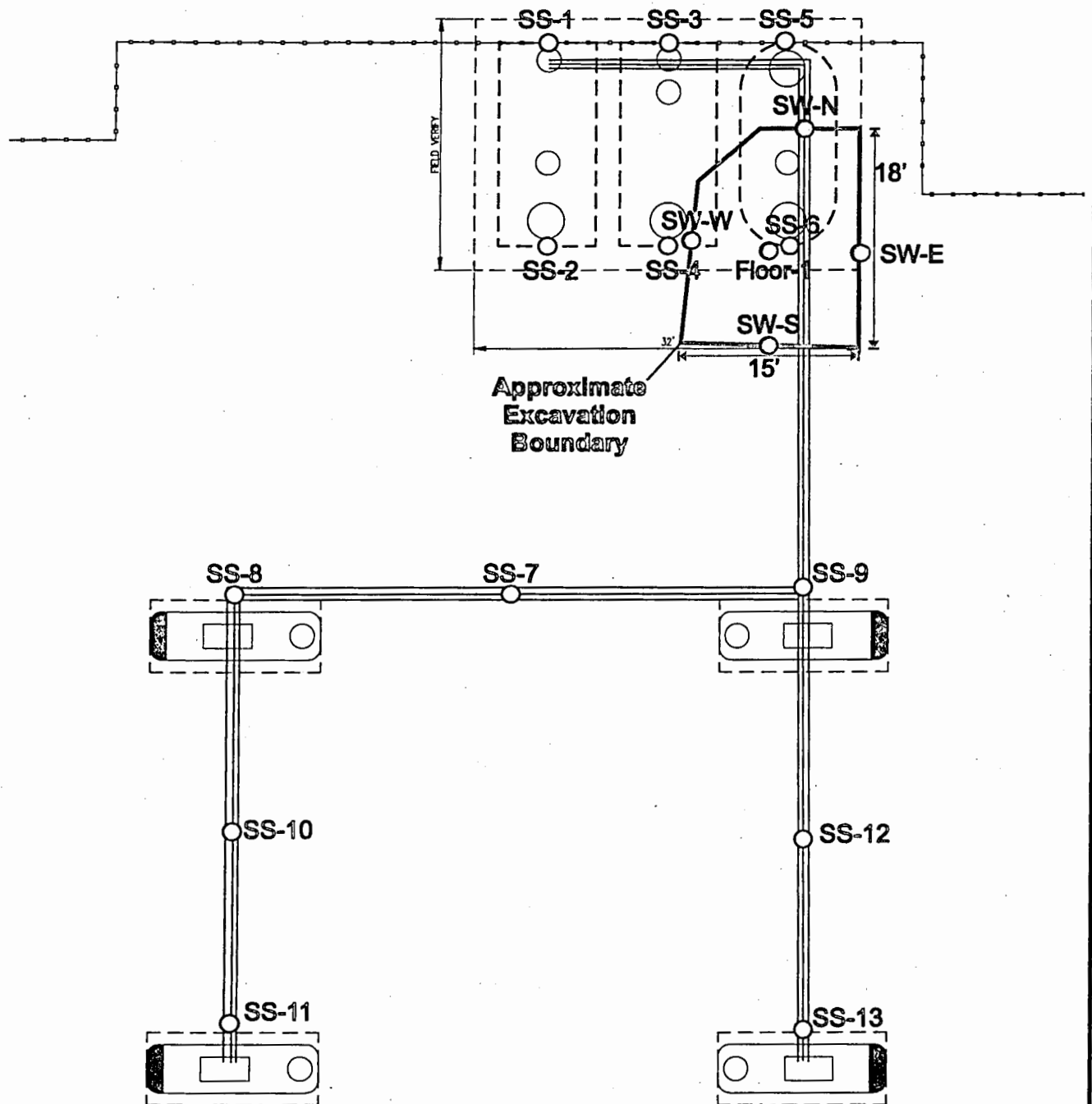
✓ Buildings, fences, & property boundaries

✓ Utility conduits (sewers, gas, water, storm drains, electrical, etc.)

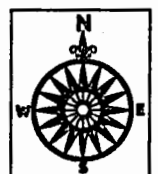
✓ Depth to groundwater (if encountered)

✓ Excavations, GW monitoring wells & soil stockpiles





Groundwater >30'



- Closure Soil Sample Location
- Confirmation Soil Sample Location

**Excavation and Soil Sample Location Map**

**Figure 1**

### SAMPLE INFORMATION TABLE (Closure Notice)

Complete table for all samples that were taken for closure. Sample ID numbers on the table must be consistent with the sample ID numbers given on the site plat and in the lab analysis report.

Sample #	Substance stored in tank	Sample type <sup>1</sup>	Depth <sup>2</sup>	Compounds <sup>3</sup>	Analysis method(s) <sup>4</sup>
SS-1	Gas/Diesel	SS	15	MBTEXN/GRO/DRO	8260D/8015D
SS-2	Gas/Diesel	SS	15	MBTEXN/GRO/DRO	8260D/8015D
SS-3	Gas/Diesel	SS	15	MBTEXN/GRO/DRO	8260D/8015D
SS-4	Gas/Diesel	SS	15	MBTEXN/GRO/DRO	8260D/8015D
SS-5	Gas/Diesel	SS	3'	MBTEXN/GRO/DRO	8260D/8015D
SS-6	Gas/Diesel	SS	14'	MBTEXN/GRO/DRO	8260D/8015D
SS-7	Gas/Diesel	SS	3'	MBTEXN/GRO/DRO	8260D/8015D
SS-8	Gas/Diesel	SS	3'	MBTEXN/GRO/DRO	8260D/8015D
SS-9	Gas/Diesel	SS	3'	MBTEXN/GRO/DRO	8260D/8015D
SS-10	Gas/Diesel	SS	3'	MBTEXN/GRO/DRO	8260D/8015D
SS-11	Gas/Diesel	SS	3'	MBTEXN/GRO/DRO	8260D/8015D
SS-12	Gas/Diesel	SS	3'	MBTEXN/GRO/DRO	8260D/8015D
USC-1	Gas/Diesel	USC	15'	USC	USC
USC-2	Gas/Diesel	USC	3'	USC	USC
USC-3	Gas/Diesel	USC	3'	USC	USC

- 1 Soil (SS), Groundwater (GW), or Unified Soil Classification (USC).  
2 Final depth (in feet) below grade at which samples were taken.  
3 Contaminant compound(s) analyzed for each sample (TPH, BTEXN, O&G, etc).  
4 Appropriate analysis methods for contaminant compound(s) in each sample

State Certified Laboratory used AWAL			
Address 463 West 3600 South	City SLC	State UT	Zip 84115
Contact Person Elona Howard	Phone # 801-263-8686		

I certify under penalty of law that I am the Owner of the tank(s) described above and that I am familiar with the information on this form and that it is true, accurate and complete and further, that the procedures described herein were followed during tank closure.

Signature of UST owner <i>[Signature]</i>	
Full Name of owner <i>Wendell LaFont</i>	Date <i>5-12-21</i>

Return completed Closure Notice form, Facility Site Plat and Sample Information Table, Soil/Groundwater sample lab analysis results, USC sample results, and Chain of Custody form within 90 days of UST Closure to:

State of Utah Dept. of Environmental Quality  
Division of Environmental Response and Remediation / UST Section  
P.O. Box 144840  
195 North 1950 West  
Salt Lake City, Utah 84114-4840

**Appendix B**

**Non-Hazardous Waste Manifests**

San Juan County Landfill  
San Juan County, UT  
PO Box 9  
Monticello, UT 84535

000237  
SONDREGGER  
PAUL SONDREGGER  
BOX 713  
MONTICELLO UT 84535

Site 02  
Ticket 00051577  
Date In 04/12/21  
Time In 14:57:57  
Date Out 04/12/21  
Time Out 15:04:21

Ref.  
Grid

Origin

DESCRIPTION

Scale 1 Gross Wt.	93280LB	Vehicle S.I. 031	
Scale 1 Tare Wt.	38960LB	Roll-Off	
Net Wt.	54320LB	TON	27.16

\$30/TON CONTAMINATED @ \$ 30.000 per TON 814.80

Net Charge Amount 814.80

Operating hours 7am-4:30pm Monday thru Friday.  
This is to certify that this load does not contain any  
hazardous materials, medical waste or liquids of any  
type. Not responsible for tire Damage!

Signature \_\_\_\_\_

San Juan County Landfill  
San Juan County, UT  
PO Box 9  
Monticello, UT 84535

000237  
SONDREGGER  
PAUL SONDREGGER  
BOX 713  
MONTICELLO UT 84535

Site 02  
Ticket 00051607  
Date In 04/13/21  
Time In 14:04:51  
Date Out 04/13/21  
Time Out 14:12:58

Origin

Ref.  
Grid

DESCRIPTION

Scale 1 Gross Wt.	81200LB	Vehicle S.I. 031	
Scale 1 Tare Wt.	45200LB	Roll-Off	
Net Wt.	36000LB	TCN	18.00

\$30/TON CONTAMINATED @ \$ 30.000 per TON 540.00

Net Charge Amount 540.00

Operating hours 7am-4:30pm Monday thru Friday.  
This is to certify that this load does not contain any  
hazardous materials, medical waste or liquids of any  
type. Not responsible for tire Damage!

Signature \_\_\_\_\_

San Juan County Landfill  
San Juan County, UT  
PO Box 9  
Monticello, UT 84535

000237  
SONDREGGER  
PAUL SONDREGGER  
BOX 713  
MONTICELLO UT 84535

Site 02  
Ticket 00051592  
Date In 04/13/21  
Time In 10:15:26  
Date Out 04/13/21  
Time Out 10:24:08

Ref. 53  
Grid

Origin

DESCRIPTION

Scale 1 Gross Wt.	110180LB	Vehicle S.I. 031	
Scale 1 Tare Wt.	44920LB	Roll-Off	
Net Wt.	65260LB	TON	32.63

\$30/TON CONTAMINATED @ \$ 30.000 per TON 978.90

Net Charge Amount 978.90

Operating hours 7am-4:30pm Monday thru Friday.  
This is to certify that this load does not contain any  
hazardous materials, medical waste or liquids of any  
type. Not responsible for tire Damage!

Signature \_\_\_\_\_

San Juan County Landfill  
San Juan County, UT  
PO Box 9  
Monticello, UT 84535

000237  
SONDREGGER  
PAUL SONDREGGER  
BOX 713  
MONTICELLO UT 84535

Site 02  
Ticket 00051581  
Date In 04/12/21  
Time In 15:24:33  
Date Out 04/12/21  
Time Out 15:35:03

Origin

Ref. TRK 53  
Grid

DESCRIPTION

Scale 1 Gross Wt.	117220LB	Vehicle S.I. 031
Scale 1 Tare Wt.	45080LB	Roll-Off
Net Wt.	72140LB	TON 36.07

\$30/TON CONTAMINATED @ \$ 30.000 per TON 1082.10

Net Charge Amount 1082.10

Operating hours 7am-4:30pm Monday thru Friday.  
This is to certify that this load does not contain any  
hazardous materials, medical waste or liquids of any  
type. Not responsible for tire Damage!

Signature \_\_\_\_\_

San Juan County Landfill  
San Juan County, UT  
PO Box 9  
Monticello, UT 84535

000237  
SONDREGGER  
PAUL SONDREGGER  
BOX 713  
MONTICELLO UT 84535

Site 02  
Ticket 00051558  
Date In 04/12/21  
Time In 09:34:57  
Date Out 04/12/21  
Time Out 09:42:22

Origin

Ref.  
Grid

DESCRIPTION

Scale 1 Gross Wt.	95260LB	Vehicle S.I. 031	
Scale 1 Tare Wt.	39020LB	Roll-Off	
Net Wt.	56240LB	TON	28.12

\$30/TON CONTAMINATED @ \$ 30.000 per TON

843.00

Net Charge Amount

843.00

Operating hours 7am-4:30pm Monday thru Friday.  
This is to certify that this load does not contain any  
hazardous materials, medical waste or liquids of any  
type. Not responsible for tire Damage!

Signature \_\_\_\_\_



## **Appendix C**

### **Laboratory Analytical Reports**



Audra Heinzl  
Wasatch Environmental  
2410 West California Avenue  
Salt Lake City, UT 84104  
TEL: (801) 972-8400

RE: Goulding's / 1410-024

Dear Audra Heinzl:

Lab Set ID: 2104179

3440 South 700 West  
Salt Lake City, UT 84119

American West Analytical Laboratories received sample(s) on 4/7/2021 for the analyses presented in the following report.

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

American West Analytical Laboratories (AWAL) is accredited by The National Environmental Laboratory Accreditation Program (NELAP) in Utah and Texas; and is state accredited in Colorado, Idaho, New Mexico, Wyoming, and Missouri.

All analyses were performed in accordance to the NELAP protocols unless noted otherwise. Accreditation scope documents are available upon request. If you have any questions or concerns regarding this report please feel free to call.

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

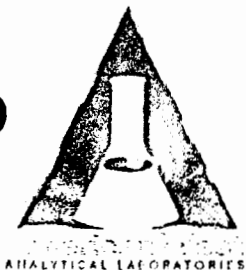
The abbreviation "Surr" found in organic reports indicates a surrogate compound that is intentionally added by the laboratory to determine sample injection, extraction, and/or purging efficiency. The "Reporting Limit" found on the report is equivalent to the practical quantitation limit (PQL). This is the minimum concentration that can be reported by the method referenced and the sample matrix. The reporting limit must not be confused with any regulatory limit. Analytical results are reported to three significant figures for quality control and calculation purposes.

Thank You,

Jose G. Rocha	Digitally signed by Jose G. Rocha Date: 2021.04.08 15:50:40 -06'00'
------------------	---

Approved by:

Laboratory Director or designee



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Goulding's / 1410-024

**Lab Sample ID:** 2104179-001B

**Client Sample ID:** SS-6

**Collection Date:** 4/6/2021 1318h

**Received Date:** 4/7/2021 1154h

**Test Code:** 8015-S-TPH-3546

### **Analytical Results**

**TPH-DRO (C10-C28) by Method 8015D/3546**

**Analyzed:** 4/8/2021 1113h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	21.3	476	

Phone: (801) 263-8686

Toll Free: (888) 263-8686

Fax: (801) 263-8687

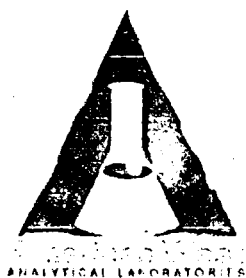
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	38.4	35.52	108	10-160	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Goulding's / 1410-024

Lab Sample ID: 2104179-001A

Client Sample ID: SS-6

Collection Date: 4/6/2021 1318h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/7/2021 1256h

Extracted:

Units: mg/kg-dry

Dilution Factor: 10

Method: SW8260D

3440 South 700 West  
Salt Lake City, UT 84119

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Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.0107	< 0.0107	
Ethylbenzene	100-41-4	0.0213	< 0.0213	
Methyl tert-butyl ether	1634-04-4	0.0213	< 0.0213	
Naphthalene	91-20-3	0.0213	< 0.0213	
Toluene	108-88-3	0.0213	< 0.0213	
TPH C6-C10 (GRO)		0.213	18.8	
Xylenes, Total	1330-20-7	0.0213	0.118	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.531	0.5337	99.5	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.577	0.5337	108	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.533	0.5337	99.9	70-133	
Surr: Toluene-d8		2037-26-5	0.518	0.5337	97.1	70-123	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

*The reporting limits were raised due to high analyte concentrations.*

*Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.*

## WORK ORDER Summary

Work Order: 2104179

Page 1 of 1

Client: Wasatch Environmental

Due Date: 4/8/2021

Client ID: WAS580

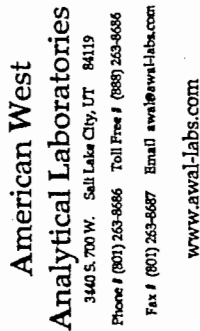
Contact: Audra Heinzel

Project: Goulding's / 1410-024

WO Type: Standard

Comments: Next Day Rush;

Sample ID	Client Sample ID	Collected Date	Received Date	Test Code	Matrix	Sel	Storage
2104179-001A	SS-6	4/6/2021 1318h	4/7/2021 1154h	8260D-S-PPM Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4	Soil		Purge
2104179-001B				3546-TPH-PR 8015-S-TPH-3546 Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1			walkin-dro
				PMOIST			walkin-dro



2104179

All analysis will be conducted using NELAP accredited methods and all data will be reported using AVAL's standard analysis lists and reporting formats (POC) unless specifically requested otherwise on this Chain of Custody and/or attached documentation.

Fax # (801) 263-8687 Email [awal@awal-labs.com](mailto:awal@awal-labs.com)  
[www.awal-labs.com](http://www.awal-labs.com)

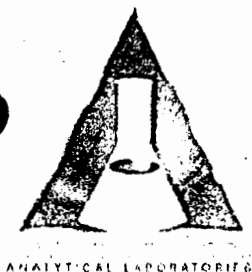
Client:	Wassath Environmental
Address:	2410 W. California Ave
City, State, Zip:	Salt Lake City, Utah 84104
Contact:	Andrea Hengel
Phone #:	801 972 8400
E-mail:	chris.wassath@environmental.com
Project Name:	Gooding's
Project #:	1410-024
PO #:	
Company Name:	Andrea Hengel

**Champion Name:** Andra Henzel

[illegible]

By signing this Chain of Custody you are agreeing to permit AWAL to subcontract any analyses not normally performed at AWAL.

QC Level:	Turn Around Time:	Due Date:	Lab Use Only
1 2 2+ 3 3+	1 2 3 4 5 Std	4/8	<p>COC Type Wine</p> <p>1. Present on Outer Package Y N</p> <p>2. Unbroken on Outer Package Y N</p> <p>3. Present on Sample Y N</p> <p>4. Unbroken on Sample Y N</p> <p>5. Shipped &amp; hand delivered</p> <p>6. Ambient or Chilled 0.7 °C</p> <p>7. Temperature</p> <p>8. Received intact</p> <p>9. Properly Preserved Y N</p> <p>10. Checked at bench</p> <p>11. Received Within Holding Time Y N</p> <p>12. Sample Inside and COC Record Match Y N</p>
<p>Unless other arrangements have been made, #grad reports will be emailed by 5:00 pm on the day they are due.</p> <p>Report down to the MDL</p> <p><input type="checkbox"/> Include EDD:</p> <p><input type="checkbox"/> Lab Filter for:</p> <p><input type="checkbox"/> Field Filtered For:</p> <p>For Compliance With:</p> <p><input type="checkbox"/> NELAP</p> <p><input type="checkbox"/> RCRA</p> <p><input type="checkbox"/> CWA</p> <p><input type="checkbox"/> SDWA</p> <p><input type="checkbox"/> ELAP / AZLA</p> <p><input type="checkbox"/> NLLAP</p> <p><input type="checkbox"/> Non-Compliance</p> <p><input type="checkbox"/> Other:</p> <p>Known Hazards &amp; Sample Comments</p>			<p>Special Instructions:</p>



Audra Heinzl  
Wasatch Environmental  
2410 West California Avenue  
Salt Lake City, UT 84104  
TEL: (801) 972-8400

RE: Gouldings / 1410-024

Dear Audra Heinzl:

Lab Set ID: 2104180

3440 South 700 West  
Salt Lake City, UT 84119

American West Analytical Laboratories received sample(s) on 4/7/2021 for the analyses presented in the following report.

American West Analytical Laboratories (AWAL) is accredited by The National Environmental Laboratory Accreditation Program (NELAP) in Utah and Texas; and is state accredited in Colorado, Idaho, New Mexico, Wyoming, and Missouri.

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Thank You,

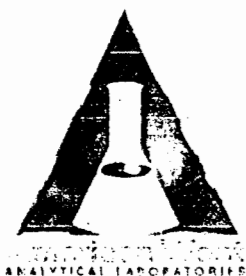
Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

Approved by:

Kyle F. Gross	Digitally signed by Kyle F. Gross
	Date: 2021.04.15 13:59:06 -06'00'

Laboratory Director or designee



## INORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-013

**Client Sample ID:** USC-1

**Collection Date:** 4/6/2021 909h

**Received Date:** 4/7/2021 1154h

3440 South 700 West  
Salt Lake City, UT 84119

Compound	Date Analyzed		Method Used	Analytical Result	Qual
Unified Soil Classification	4/9/2021	1130h	ASTM-D2488-09	SW - Well graded sand	

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Toll Free: (888) 263-8686

Fax: (801) 263-8687

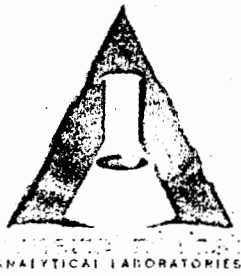
e-mail: [awal@awal-labs.com](mailto:awal@awal-labs.com)

web: [www.awal-labs.com](http://www.awal-labs.com)

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer





## INORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental  
**Project:** Gouldings / 1410-024  
**Lab Sample ID:** 2104180-014  
**Client Sample ID:** USC-2  
**Collection Date:** 4/6/2021 1340h  
**Received Date:** 4/7/2021 1154h

**Contact:** Audra Heinzl

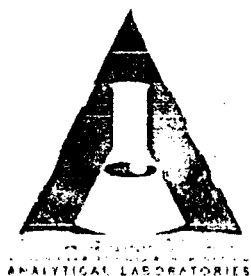
3440 South 700 West  
Salt Lake City, UT 84119

Compound	Date Analyzed	Method Used	Analytical Result	Qual
Unified Soil Classification	4/9/2021 1130h	ASTM-D2488-09	SW - Well graded sand w/ gravel	

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web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## INORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental  
**Project:** Gouldings / 1410-024  
**Lab Sample ID:** 2104180-015  
**Client Sample ID:** USC-3  
**Collection Date:** 4/6/2021 1400h  
**Received Date:** 4/7/2021 1154h

**Contact:** Audra Heinzl

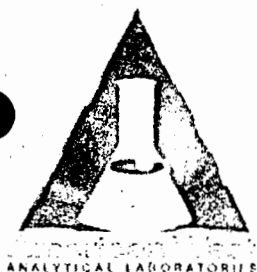
3440 South 700 West  
Salt Lake City, UT 84119

Compound	Date Analyzed		Method Used	Analytical Result	Qual
Unified Soil Classification	4/9/2021	1130h	ASTM-D2488-09	SW - Well graded sand w/ gravel	

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e-mail: awal@awal-labs.com  
web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental **Contact:** Audra Heinzl  
**Project:** Gouldings / 1410-024  
**Lab Sample ID:** 2104180-001B  
**Client Sample ID:** SS-1  
**Collection Date:** 4/6/2021 905h  
**Received Date:** 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

**Analyzed:** 4/8/2021 1424h **Extracted:** 4/7/2021 1345h  
**Units:** mg/kg-dry **Dilution Factor:** 1 **Method:** SW8015D

Compound			CAS Number		Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)			68476-34-6		23.3	< 23.3	
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	20.6	38.77	53.2	10-160	

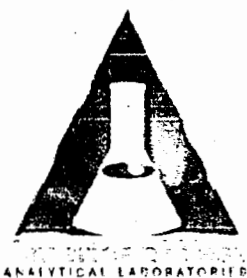
3440 South 700 West  
Salt Lake City, UT 84119

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Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-002B

**Client Sample ID:** SS-2

**Collection Date:** 4/6/2021 909h

**Received Date:** 4/7/2021 1154h

**Test Code:** 8015-S-TPH-3546

### **Analytical Results**

**TPH-DRO (C10-C28) by Method 8015D/3546**

**Analyzed:** 4/8/2021 1443h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	22.6	<22.6	

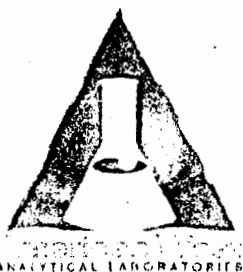
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Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	20.9	37.65	55.6	10-160	

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-003B

**Client Sample ID:** SS-3

**Collection Date:** 4/6/2021 1000h

**Received Date:** 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

**Analyzed:** 4/8/2021 1502h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	22.1	< 22.1	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	20.7	36.76	56.4	10-160	

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Toll Free: (888) 263-8686

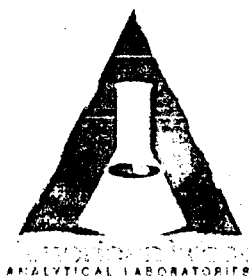
Fax: (801) 263-8687

e-mail: awal@awal-labs.com

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-004B

**Client Sample ID:** SS-4

**Collection Date:** 4/6/2021 950h

**Received Date:** 4/7/2021 1154h

**Test Code:** 8015-S-TPH-3546

### Analytical Results

**TPH-DRO (C10-C28) by Method 8015D/3546**

**Analyzed:** 4/8/2021 1521h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

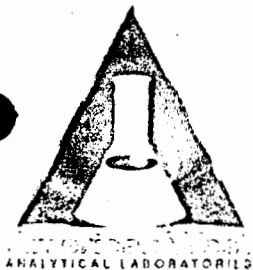
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	24.3	< 24.3	

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Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	19.6	40.44	48.5	10-160	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-005B

Client Sample ID: SS-5

Collection Date: 4/6/2021 1300h

Received Date: 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 4/8/2021 1540h

Extracted: 4/7/2021 1345h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	21.1	< 21.1	

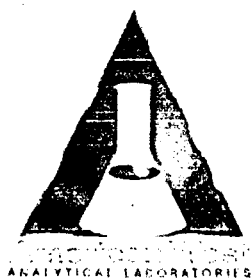
Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	18.8	35.20	53.5	10-160	

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-006B

**Client Sample ID:** SS-7

**Collection Date:** 4/6/2021 1340h

**Received Date:** 4/7/2021 1154h

**Test Code:** 8015-S-TPH-3546

### Analytical Results

**TPH-DRO (C10-C28) by Method 8015D/3546**

**Analyzed:** 4/8/2021 1559h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound			CAS Number		Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)			68476-34-6		21.9	< 21.9	
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	20.4	36.43	56.1	10-160	

**Phone:** (801) 263-8686

**Toll Free:** (888) 263-8686

**Fax:** (801) 263-8687

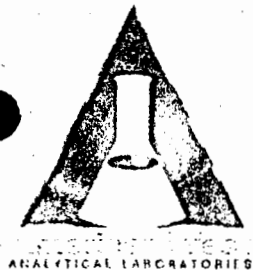
**e-mail:** awal@awal-labs.com

**web:** www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer





## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzel

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-007B

Client Sample ID: SS-8

Collection Date: 4/6/2021 1235h

Received Date: 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 4/8/2021 1637h

Extracted: 4/7/2021 1345h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

Compound			CAS Number	Reporting Limit	Analytical Result	Qual	
Diesel Range Organics (DRO) (C10-C28)			68476-34-6	20.8	< 20.8		
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr. 4-Bromofluorobenzene		460-00-4	19.2	34.70	55.3	10-160	

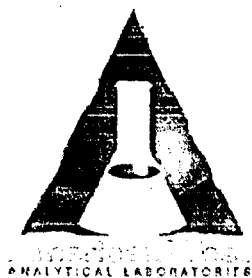
3440 South 700 West  
Salt Lake City, UT 84119

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Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-008B

**Client Sample ID:** SS-9

**Collection Date:** 4/6/2021 1350h

**Received Date:** 4/7/2021 1154h

**Test Code:** 8015-S-TPH-3546

### **Analytical Results**

**TPH-DRO (C10-C28) by Method 8015D/3546**

**Analyzed:** 4/8/2021 1656h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	20.7	< 20.7	

Phone: (801) 263-8686

Toll Free: (888) 263-8686

Fax: (801) 263-8687

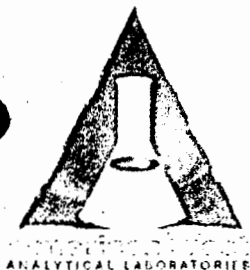
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	18.6	34.51	53.9	10-160	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-009B

**Client Sample ID:** SS-10

**Collection Date:** 4/6/2021 1050h

**Received Date:** 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

**Analyzed:** 4/8/2021 1715h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	22.1	< 22.1	

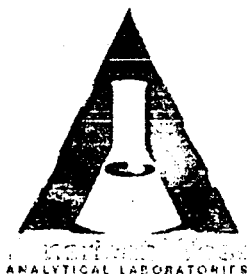
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Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	18.6	36.81	50.6	10-160	

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-010B

Client Sample ID: SS-11

Collection Date: 4/6/2021 1040h

Received Date: 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 4/8/2021 1734h

Extracted: 4/7/2021 1345h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

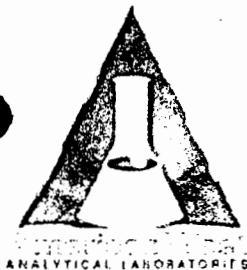
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	21.4	< 21.4	

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Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	19.8	35.64	55.6	10-160	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-011B

**Client Sample ID:** SS-12

**Collection Date:** 4/6/2021 1415h

**Received Date:** 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

**Analyzed:** 4/8/2021 1753h

**Extracted:** 4/7/2021 1345h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	21.4	< 21.4	

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e-mail: awal@awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	20.9	35.70	58.6	10-160	

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzel

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-012B

Client Sample ID: SS-13

Collection Date: 4/6/2021 1400h

Received Date: 4/7/2021 1154h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 4/8/2021 1811h

Extracted: 4/7/2021 1345h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	22.4	< 22.4	

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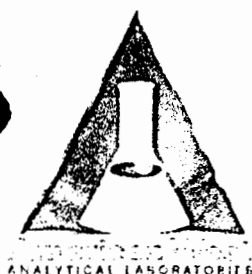
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	21.4	37.33	57.3	10-160	

Kyle F. Gross

Laboratory Director

Jose Rocha

QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzel

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-001A

Client Sample ID: SS-1

Collection Date: 4/6/2021 905h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1009h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.58

Method: SW8260D

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00302	< 0.00302	
Ethylbenzene	100-41-4	0.00604	< 0.00604	
Methyl tert-butyl ether	1634-04-4	0.00604	< 0.00604	
Naphthalene	91-20-3	0.00604	< 0.00604	
Toluene	108-88-3	0.00604	< 0.00604	
TPH C6-C10 (GRO)		0.0604	< 0.0604	
Xylenes, Total	1330-20-7	0.00604	< 0.00604	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.150	0.1509	99.6	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.160	0.1509	106	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.153	0.1509	102	70-133	
Surr: Toluene-d8		2037-26-5	0.165	0.1509	109	70-123	

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

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web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-002A

Client Sample ID: SS-2

Collection Date: 4/6/2021 909h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/7/2021 1457h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.43

Method: SW8260D

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00277	< 0.00277	
Ethylbenzene	100-41-4	0.00553	< 0.00553	
Methyl tert-butyl ether	1634-04-4	0.00553	< 0.00553	
Naphthalene	91-20-3	0.00553	< 0.00553	
Toluene	108-88-3	0.00553	< 0.00553	
TPH C6-C10 (GRO)		0.0553	0.542	
Xylenes, Total	1330-20-7	0.00553	< 0.00553	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.140	0.1384	101	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.144	0.1384	104	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.140	0.1384	101	70-133	
Surr: Toluene-d8		2037-26-5	0.142	0.1384	103	70-123	

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

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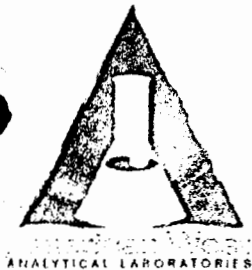
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web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer





## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-003A

Client Sample ID: SS-3

Collection Date: 4/6/2021 1000h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1029h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.53

Method: SW8260D

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00282	< 0.00282	
Ethylbenzene	100-41-4	0.00563	< 0.00563	
Methyl tert-butyl ether	1634-04-4	0.00563	< 0.00563	
Naphthalene	91-20-3	0.00563	< 0.00563	
Toluene	108-88-3	0.00563	< 0.00563	
TPH C6-C10 (GRO)		0.0563	< 0.0563	
Xylenes, Total	1330-20-7	0.00563	< 0.00563	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.138	0.1408	97.7	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.148	0.1408	105	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.142	0.1408	101	70-133	
Surr: Toluene-d8		2037-26-5	0.149	0.1408	106	70-123	

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

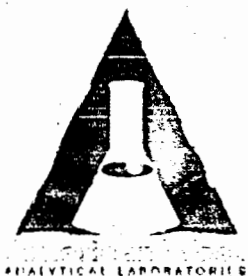
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web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-004A

**Client Sample ID:** SS-4

**Collection Date:** 4/6/2021 950h

**Received Date:** 4/7/2021 1154h

**Test Code:** 8260D-S-PPM

### **Analytical Results**

**VOAs MBTEXN/GRO by GC/MS Method 8260D**

**Analyzed:** 4/8/2021 1049h

**Extracted:**

**Units:** mg/kg-dry

**Dilution Factor:** 2.54

**Method:** SW8260D

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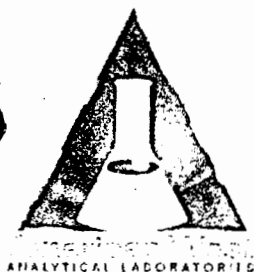
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00309	< 0.00309	
Ethylbenzene	100-41-4	0.00618	< 0.00618	
Methyl tert-butyl ether	1634-04-4	0.00618	< 0.00618	
Naphthalene	91-20-3	0.00618	< 0.00618	
Toluene	108-88-3	0.00618	< 0.00618	
TPH C6-C10 (GRO)		0.0618	< 0.0618	
Xylenes, Total	1330-20-7	0.00618	< 0.00618	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.150	0.1546	97.0	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.161	0.1546	104	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.153	0.1546	98.9	70-133	
Surr: Toluene-d8		2037-26-5	0.162	0.1546	105	70-123	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

*Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.*



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-005A

Client Sample ID: SS-5

Collection Date: 4/6/2021 1300h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1109h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.44

Method: SW8260D

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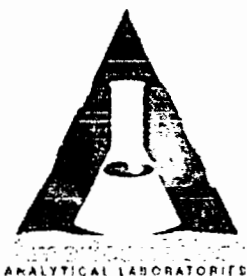
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00259	< 0.00259	
Ethylbenzene	100-41-4	0.00518	< 0.00518	
Methyl tert-butyl ether	1634-04-4	0.00518	< 0.00518	
Naphthalene	91-20-3	0.00518	< 0.00518	
Toluene	108-88-3	0.00518	< 0.00518	
TPH C6-C10 (GRO)		0.0518	<b>0.0525</b>	
Xylenes, Total	1330-20-7	0.00518	< 0.00518	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.131	0.1295	101	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.134	0.1295	103	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.131	0.1295	101	70-133	
Surr: Toluene-d8		2037-26-5	0.135	0.1295	104	70-123	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104180-006A

**Client Sample ID:** SS-7

**Collection Date:** 4/6/2021 1340h

**Received Date:** 4/7/2021 1154h

**Test Code:** 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

**Analyzed:** 4/8/2021 1129h

**Extracted:**

**Units:** mg/kg-dry

**Dilution Factor:** 2.49

**Method:** SW8260D

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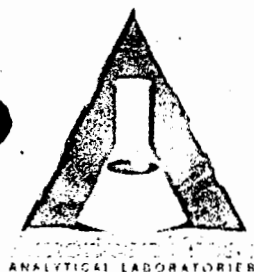
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00286	< 0.00286	
Ethylbenzene	100-41-4	0.00572	< 0.00572	
Methyl tert-butyl ether	1634-04-4	0.00572	< 0.00572	
Naphthalene	91-20-3	0.00572	< 0.00572	
Toluene	108-88-3	0.00572	< 0.00572	
TPH C6-C10 (GRO)		0.0572	< 0.0572	
Xylenes, Total	1330-20-7	0.00572	< 0.00572	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.143	0.1429	99.8	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.144	0.1429	101	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.140	0.1429	97.7	70-133	
Surr: Toluene-d8		2037-26-5	0.144	0.1429	101	70-123	

*Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.*

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-007A

Client Sample ID: SS-8

Collection Date: 4/6/2021 1235h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1149h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.54

Method: SW8260D

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00265	< 0.00265	
Ethylbenzene	100-41-4	0.00529	< 0.00529	
Methyl tert-butyl ether	1634-04-4	0.00529	< 0.00529	
Naphthalene	91-20-3	0.00529	< 0.00529	
Toluene	108-88-3	0.00529	< 0.00529	
TPH C6-C10 (GRO)		0.0529	< 0.0529	
Xylenes, Total	1330-20-7	0.00529	< 0.00529	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.137	0.1323	103	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.140	0.1323	106	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.134	0.1323	101	70-133	
Surr: Toluene-d8		2037-26-5	0.139	0.1323	105	70-123	

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

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web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-008A

Client Sample ID: SS-9

Collection Date: 4/6/2021 1350h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1209h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.45

Method: SW8260D

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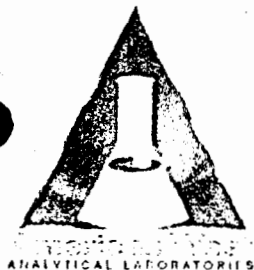
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00257	< 0.00257	
Ethylbenzene	100-41-4	0.00514	< 0.00514	
Methyl tert-butyl ether	1634-04-4	0.00514	< 0.00514	
Naphthalene	91-20-3	0.00514	< 0.00514	
Toluene	108-88-3	0.00514	< 0.00514	
TPH C6-C10 (GRO)		0.0514	< 0.0514	
Xylenes, Total	1330-20-7	0.00514	< 0.00514	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.129	0.1284	100	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.134	0.1284	104	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.130	0.1284	102	70-133	
Surr: Toluene-d8		2037-26-5	0.137	0.1284	107	70-123	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-009A

Client Sample ID: SS-10

Collection Date: 4/6/2021 1050h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1229h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.4

Method: SW8260D

3440 South 700 West  
Salt Lake City, UT 84119

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00266	< 0.00266	
Ethylbenzene	100-41-4	0.00532	< 0.00532	
Methyl tert-butyl ether	1634-04-4	0.00532	< 0.00532	
Naphthalene	91-20-3	0.00532	< 0.00532	
Toluene	108-88-3	0.00532	< 0.00532	
TPH C6-C10 (GRO)		0.0532	< 0.0532	
Xylenes, Total	1330-20-7	0.00532	< 0.00532	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.132	0.1331	99.1	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.136	0.1331	102	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.132	0.1331	98.8	70-133	
Surr: Toluene-d8		2037-26-5	0.137	0.1331	103	70-123	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzel

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-010A

Client Sample ID: SS-11

Collection Date: 4/6/2021 1040h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1250h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.51

Method: SW8260D

3440 South 700 West  
Salt Lake City, UT 84119

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Fax: (801) 263-8687  
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web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00268	< 0.00268	
Ethylbenzene	100-41-4	0.00537	< 0.00537	
Methyl tert-butyl ether	1634-04-4	0.00537	< 0.00537	
Naphthalene	91-20-3	0.00537	< 0.00537	
Toluene	108-88-3	0.00537	< 0.00537	
TPH C6-C10 (GRO)		0.0537	< 0.0537	
Xylenes, Total	1330-20-7	0.00537	< 0.00537	

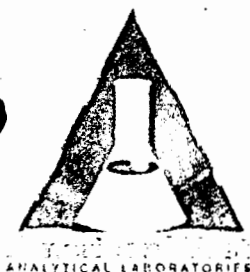
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.138	0.1342	103	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.137	0.1342	102	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.135	0.1342	101	70-133	
Surr: Toluene-d8		2037-26-5	0.140	0.1342	104	70-123	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.





## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-011A

Client Sample ID: SS-12

Collection Date: 4/6/2021 1415h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1310h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.46

Method: SW8260D

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00267	< 0.00267	
Ethylbenzene	100-41-4	0.00535	< 0.00535	
Methyl tert-butyl ether	1634-04-4	0.00535	< 0.00535	
Naphthalene	91-20-3	0.00535	< 0.00535	
Toluene	108-88-3	0.00535	< 0.00535	
TPH C6-C10 (GRO)		0.0535	< 0.0535	
Xylenes, Total	1330-20-7	0.00535	< 0.00535	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.142	0.1337	106	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.143	0.1337	107	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.138	0.1337	103	70-133	
Surr: Toluene-d8		2037-26-5	0.139	0.1337	104	70-123	

The sample was received with headspace.

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

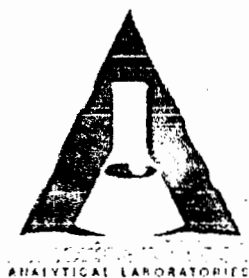
3440 South 700 West  
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web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzel

Project: Gouldings / 1410-024

Lab Sample ID: 2104180-012A

Client Sample ID: SS-13

Collection Date: 4/6/2021 1400h

Received Date: 4/7/2021 1154h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/8/2021 1330h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.5

Method: SW8260D

3440 South 700 West  
Salt Lake City, UT 84119

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web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00282	< 0.00282	
Ethylbenzene	100-41-4	0.00564	< 0.00564	
Methyl tert-butyl ether	1634-04-4	0.00564	< 0.00564	
Naphthalene	91-20-3	0.00564	< 0.00564	
Toluene	108-88-3	0.00564	< 0.00564	
TPH C6-C10 (GRO)		0.0564	< 0.0564	
Xylenes, Total	1330-20-7	0.00564	< 0.00564	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.141	0.1409	99.7	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.140	0.1409	99.2	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.138	0.1409	98.0	70-133	
Surr: Toluene-d8		2037-26-5	0.140	0.1409	99.5	70-123	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

# American West Analytical Laboratories

Rpt Emailed:

D

## WORK ORDER SUMMARY

Client: Wasatch Environmental  
 Client ID: WAS580  
 Project: Gouldings / 1410-024  
 Comments: PA Rush;

Work Order: 2104180

Due Date: 4/16/2021

Contact: Audra Heinzl

QC Level: I

WO Type: Standard

PA Rush;

Sample ID	Client Sample ID	Collected Date	Received Date	Test Code	Matrix	Sel	Storage
2104180-001A	SS-1	4/6/2021 0905h	4/7/2021 1154h	8260D-S-PPM	Soil	<input checked="" type="checkbox"/>	Purge
Test Group: 8260D-S-MBTXN/GRO; # of Analyses: 7 / # of Surr: 4							
2104180-001B				3546-TPH-PR		<input type="checkbox"/>	walk-in-dro
				8015-S-TPH-3546		<input checked="" type="checkbox"/>	walk-in-dro
Test Group: 8015-S-TPH-3546; # of Analyses: 1 / # of Surr: 1							
				PMOIST		<input type="checkbox"/>	walk-in-dro
2104180-002A	SS-2	4/6/2021 0909h	4/7/2021 1154h	8260D-S-PPM	Soil	<input checked="" type="checkbox"/>	Purge
Test Group: 8260D-S-MBTXN/GRO; # of Analyses: 7 / # of Surr: 4							
2104180-002B				3546-TPH-PR		<input type="checkbox"/>	walk-in-dro
				8015-S-TPH-3546		<input checked="" type="checkbox"/>	walk-in-dro
Test Group: 8015-S-TPH-3546; # of Analyses: 1 / # of Surr: 1							
				PMOIST		<input type="checkbox"/>	walk-in-dro
2104180-003A	SS-3	4/6/2021 1000h	4/7/2021 1154h	8260D-S-PPM	Soil	<input checked="" type="checkbox"/>	Purge
Test Group: 8260D-S-MBTXN/GRO; # of Analyses: 7 / # of Surr: 4							
2104180-003B				3546-TPH-PR		<input type="checkbox"/>	walk-in-dro
				8015-S-TPH-3546		<input checked="" type="checkbox"/>	walk-in-dro
Test Group: 8015-S-TPH-3546; # of Analyses: 1 / # of Surr: 1							
				PMOIST		<input type="checkbox"/>	walk-in-dro
2104180-004A	SS-4	4/6/2021 0950h	4/7/2021 1154h	8260D-S-PPM	Soil	<input checked="" type="checkbox"/>	Purge
Test Group: 8260D-S-MBTXN/GRO; # of Analyses: 7 / # of Surr: 4							
2104180-004B				3546-TPH-PR		<input type="checkbox"/>	walk-in-dro
				8015-S-TPH-3546		<input checked="" type="checkbox"/>	walk-in-dro
Test Group: 8015-S-TPH-3546; # of Analyses: 1 / # of Surr: 1							
				PMOIST		<input type="checkbox"/>	walk-in-dro
2104180-005A	SS-5	4/6/2021 1300h	4/7/2021 1154h	8260D-S-PPM	Soil	<input checked="" type="checkbox"/>	Purge
Test Group: 8260D-S-MBTXN/GRO; # of Analyses: 7 / # of Surr: 4							
2104180-005B				3546-TPH-PR		<input type="checkbox"/>	walk-in-dro
				8015-S-TPH-3546		<input checked="" type="checkbox"/>	walk-in-dro
Test Group: 8015-S-TPH-3546; # of Analyses: 1 / # of Surr: 1							
				PMOIST		<input type="checkbox"/>	walk-in-dro

# WORK ORDER SUMMARY

Client: Wasatch Environmental

Work Order: 2104180

Page 2 of 3

Due Date: 4/16/2021

Sample ID	Client Sample ID	Collected Date	Received Date	Test Code	Matrix	Sel	Storage
2104180-006A	SS-7	4/6/2021 1340h	4/7/2021 1154h	8260D-S-PPM	Soil		Purge
				Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4			
2104180-006B				3546-TPH-PR			walkin-dro
				8015-S-TPH-3546			walkin-dro
				Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1			
				PMOIST			walkin-dro
2104180-007A	SS-8	4/6/2021 1235h	4/7/2021 1154h	8260D-S-PPM	Soil		Purge
				Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4			
2104180-007B				3546-TPH-PR			walkin-dro
				8015-S-TPH-3546			walkin-dro
				Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1			
				PMOIST			walkin-dro
2104180-008A	SS-9	4/6/2021 1350h	4/7/2021 1154h	8260D-S-PPM	Soil		Purge
				Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4			
2104180-008B				3546-TPH-PR			walkin-dro
				8015-S-TPH-3546			walkin-dro
				Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1			
				PMOIST			walkin-dro
2104180-009A	SS-10	4/6/2021 1050h	4/7/2021 1154h	8260D-S-PPM	Soil		Purge
				Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4			
2104180-009B				3546-TPH-PR			walkin-dro
				8015-S-TPH-3546			walkin-dro
				Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1			
				PMOIST			walkin-dro
2104180-010A	SS-11	4/6/2021 1040h	4/7/2021 1154h	8260D-S-PPM	Soil		Purge
				Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4			
2104180-010B				3546-TPH-PR			walkin-dro
				8015-S-TPH-3546			walkin-dro
				Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1			
				PMOIST			walkin-dro
2104180-011A	SS-12	4/6/2021 1415h	4/7/2021 1154h	8260D-S-PPM	Soil		Purge
				Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4			
2104180-011B				3546-TPH-PR			walkin-dro

# WORK ORDER SUMMARY

Client: Wasatch Environmental

Work Order: 2104180

Page 3 of 3

Due Date: 4/16/2021

Sample ID	Client Sample ID	Collected Date	Received Date	Test Code	Matrix	Sel	Storage
2104180-011B	SS-12	4/6/2021 1415h	4/7/2021 1154h	8015-S-TPH-3546	Soil		walk-in-dro
Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1							
PMOIST							
2104180-012A	SS-13	4/6/2021 1400h	4/7/2021 1154h	8260D-S-PPM	Soil		Purge
Test Group: 8260D-S-MBTXN/GRO; # of Analytes: 7 / # of Surr: 4							
2104180-012B				3546-TPH-PR			walk-in-dro
8015-S-TPH-3546							
Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1							
PMOIST							
2104180-013A	USC-1	4/6/2021 0909h	4/7/2021 1154h	USC-2488-84	Soil		df-usc
2104180-014A	USC-2	4/6/2021 1340h	4/7/2021 1154h	USC-2488-84	Soil		df-usc
2104180-015A	USC-3	4/6/2021 1400h	4/7/2021 1154h	USC-2488-84	Soil		df-usc



American West  
Analytical Laboratories

3440 S. 700 W. Salt Lake City, UT 84119  
Phone # (801) 263-6686 Toll Free # (888) 263-6686  
Fax # (801) 263-6687 Email [awal@awl-labs.com](mailto:awal@awl-labs.com)  
[www.awal-labs.com](http://www.awal-labs.com)

Client: WASATCH ENVIRONMENTAL  
Address: 2100 W. CALYFORNIA AVE  
City, State, Zip: SALT LAKE CITY, UT 84104  
Contact: ANITA HENZEL  
Phone #: 801 672 8400 Cell #: 801 672 7080  
E-mail: CALYFORNIA-ENVIRONMENTAL.COM  
Project Name: Buildings  
Project #: 1410-024  
PO #: \_\_\_\_\_

Sample Name: Quanta Heingzel

	Sample ID	Date Sampled	Time Sampled
1	SS-1	4-6-24	905
2	SS-2		906
3	SS-3		1000
4	SS-4		950
5	SS-5		1300
6	SS-7		1340
7	SS-8		1235
8	SS-9		1350
9	SS-10		1050
10	SS-11		1040
11	SS-12		1415
12	SS-13		1400
13	USC-1		909
14	USC-2		1340
15	USC-3		1400

Requested by: Anita Heingzel Date: 4/6/24 Signature: [Signature]  
Print Name: Anita Heingzel  
Requested by: [Signature] Date: 4/7/24 Signature: [Signature]  
Print Name: Mazie Cox  
Requested by: [Signature] Date: 4/7/24 Signature: [Signature]  
Print Name: Mazie Cox  
Requested by: [Signature] Date: 4/7/24 Signature: [Signature]  
Print Name: [Signature]

By signing this Chain of Custody you are agreeing to permit AWAL to subcontract any analyses not normally performed at AWAL.

REV 11-21-11

CHAIN OF CUSTODY

All analysis will be conducted using NELAP accredited methods and all data will be reported using AWAL's standard analysis lists and reporting limits (POL) unless specifically requested otherwise on this Chain of Custody and/or attached documentation.

QC Level: 1 2 3 3+ 1 2 3 4 5 (Std) 1 2 3 4 5 (Std)

Turn Around Time: 1 2 3 4 5 (Std) 1 2 3 4 5 (Std)

Unless other arrangements have been made, signed reports will be emailed by 5:00 pm on the day they are due.

Report down to the MDL  
☐ Include LOD  
☐ Lab Filter for:  
☐ Field Filtered For:

For Compliance With:  
☐ NELAP  
☐ RCMA  
☐ CWA  
☐ SDWA  
☐ ELAP / A2LA  
☐ NELAP  
☐ Non-Compliance  
☐ Other:

Known Hazards & Sample Comments

QC Level: 1 2 3 3+ 1 2 3 4 5 (Std) 1 2 3 4 5 (Std)

Turn Around Time: 1 2 3 4 5 (Std) 1 2 3 4 5 (Std)

Unless other arrangements have been made, signed reports will be emailed by 5:00 pm on the day they are due.

Report down to the MDL  
☐ Include LOD  
☐ Lab Filter for:  
☐ Field Filtered For:

For Compliance With:  
☐ NELAP  
☐ RCMA  
☐ CWA  
☐ SDWA  
☐ ELAP / A2LA  
☐ NELAP  
☐ Non-Compliance  
☐ Other:

Known Hazards & Sample Comments

2104180

AWAL Lab Sample Set # \_\_\_\_\_ of \_\_\_\_\_

Due Date: 4/16

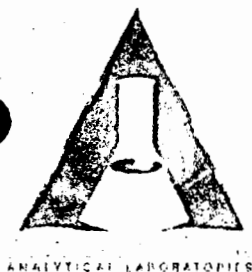
Laboratory Use Only

CDC Type Was:  
1 Present on Outer Package N  
2 Underlain on Outer Package N  
3 Present on Sample N  
4 Underlain on Sample N

Sample Were:  
1 Shipped by hand delivered N  
2 Ambient or Chilled 0.7 °C  
3 Temperature N  
4 Received intact N  
5 Properly Preserved N Checked at bench  
6 Received Within Stating Time N

Sample Labels and CDC Record Match? N

Special Instructions:



Audra Heinzl  
Wasatch Environmental  
2410 West California Avenue  
Salt Lake City, UT 84104  
TEL: (801) 972-8400

RE: Gouldings / 1410-024

Dear Audra Heinzl:

Lab Set ID: 2104321

3440 South 700 West  
Salt Lake City, UT 84119

American West Analytical Laboratories received sample(s) on 4/13/2021 for the analyses presented in the following report.

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: [awal@awal-labs.com](mailto:awal@awal-labs.com)  
web: [www.awal-labs.com](http://www.awal-labs.com)

American West Analytical Laboratories (AWAL) is accredited by The National Environmental Laboratory Accreditation Program (NELAP) in Utah and Texas; and is state accredited in Colorado, Idaho, New Mexico, Wyoming, and Missouri.

All analyses were performed in accordance to the NELAP protocols unless noted otherwise. Accreditation scope documents are available upon request. If you have any questions or concerns regarding this report please feel free to call.

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

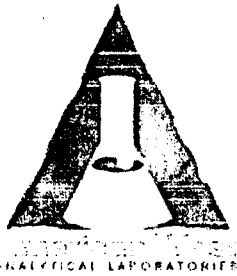
The abbreviation "Surr" found in organic reports indicates a surrogate compound that is intentionally added by the laboratory to determine sample injection, extraction, and/or purging efficiency. The "Reporting Limit" found on the report is equivalent to the practical quantitation limit (PQL). This is the minimum concentration that can be reported by the method referenced and the sample matrix. The reporting limit must not be confused with any regulatory limit. Analytical results are reported to three significant figures for quality control and calculation purposes.

Thank You,

Jose G. Rocha	Digitally signed by Jose G. Rocha Date: 2021.04.14 15:08:18 -06'00'
------------------	---

Approved by:

Laboratory Director or designee



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental  
**Project:** Gouldings / 1410-024  
**Lab Sample ID:** 2104321-001B  
**Client Sample ID:** SW-S  
**Collection Date:** 4/12/2021 1208h  
**Received Date:** 4/13/2021 756h

**Contact:** Audra Heinzl

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

**Analyzed:** 4/13/2021 1849h      **Extracted:** 4/13/2021 820h  
**Units:** mg/kg-dry      **Dilution Factor:** 1      **Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	21.9	< 21.9	

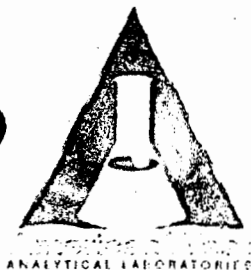
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Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	18.0	36.52	49.4	10-160	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer





## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104321-002A

Client Sample ID: SW-E

Collection Date: 4/12/2021 1222h

Received Date: 4/13/2021 756h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 4/13/2021 1640h

Extracted: 4/13/2021 820h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	21.1	< 21.1	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	21.8	35.23	61.9	10-160	

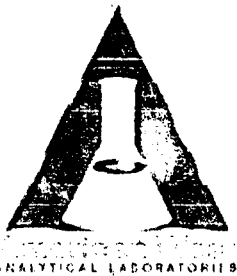
3440 South 700 West  
Salt Lake City, UT 84119

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzel

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104321-003A

**Client Sample ID:** SW-W

**Collection Date:** 4/12/2021 1230h

**Received Date:** 4/13/2021 756h

**Test Code:** 8015-S-TPH-3546

### **Analytical Results**

**TPH-DRO (C10-C28) by Method 8015D/3546**

**Analyzed:** 4/13/2021 1701h

**Extracted:** 4/13/2021 820h

**Units:** mg/kg-dry

**Dilution Factor:** 1

**Method:** SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	21.1	< 21.1	

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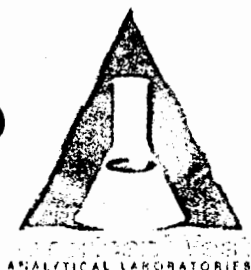
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	20.5	35.23	58.2	10-160	

Kyle F. Gross

Laboratory Director

Jose Rocha

QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104321-004B

Client Sample ID: SW-N

Collection Date: 4/12/2021 1237h

Received Date: 4/13/2021 756h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 4/13/2021 1912h

Extracted: 4/13/2021 820h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

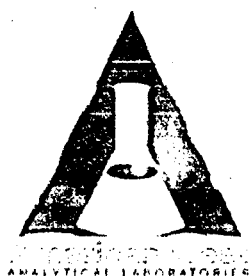
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	22.0	< 22.0	

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web: www.awal-labs.com

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	18.9	36.67	51.4	10-160	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104321-005A

Client Sample ID: Floor - 1

Collection Date: 4/12/2021 1440h

Received Date: 4/13/2021 756h

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 4/13/2021 1722h

Extracted: 4/13/2021 820h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound			CAS Number	Reporting Limit	Analytical Result	Qual	
Diesel Range Organics (DRO) (C10-C28)			68476-34-6	21.4	< 21.4		
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene		460-00-4	22.5	35.64	63.2	10-160	

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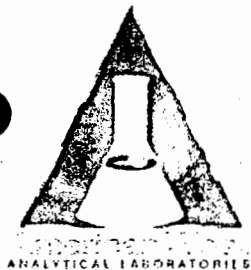
web: www.awal-labs.com

Kyle F. Gross

Laboratory Director

Jose Rocha

QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104321-001A

Client Sample ID: SW-S

Collection Date: 4/12/2021 1208h

Received Date: 4/13/2021 756h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/13/2021 1300h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.38

Method: SW8260D

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Salt Lake City, UT 84119

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web: www.awal-labs.com

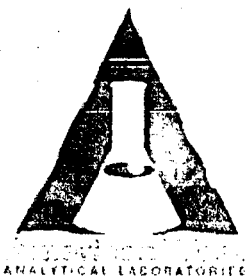
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00261	< 0.00261	
Ethylbenzene	100-41-4	0.00521	< 0.00521	
Methyl tert-butyl ether	1634-04-4	0.00521	< 0.00521	
Naphthalene	91-20-3	0.00521	< 0.00521	
Toluene	108-88-3	0.00521	< 0.00521	
TPH C6-C10 (GRO)		0.0521	< 0.0521	
Xylenes, Total	1330-20-7	0.00521	< 0.00521	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.127	0.1304	97.4	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.134	0.1304	103	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.130	0.1304	99.8	70-133	
Surr: Toluene-d8		2037-26-5	0.137	0.1304	105	70-123	

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104321-002A

**Client Sample ID:** SW-E

**Collection Date:** 4/12/2021 1222h

**Received Date:** 4/13/2021 756h

**Test Code:** 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

**Analyzed:** 4/13/2021 1320h

**Extracted:**

**Units:** mg/kg-dry

**Dilution Factor:** 2.49

**Method:** SW8260D

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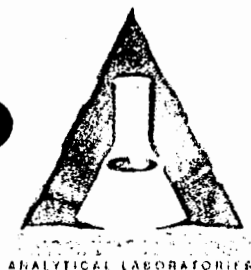
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00264	< 0.00264	
Ethylbenzene	100-41-4	0.00529	< 0.00529	
Methyl tert-butyl ether	1634-04-4	0.00529	< 0.00529	
Naphthalene	91-20-3	0.00529	< 0.00529	
Toluene	108-88-3	0.00529	< 0.00529	
TPH C6-C10 (GRO)		0.0529	< 0.0529	
Xylenes, Total	1330-20-7	0.00529	< 0.00529	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.124	0.1321	93.8	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.134	0.1321	102	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.129	0.1321	97.7	70-133	
Surr: Toluene-d8		2037-26-5	0.135	0.1321	103	70-123	

*Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.*

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104321-003A

Client Sample ID: SW-W

Collection Date: 4/12/2021 1230h

Received Date: 4/13/2021 756h

Test Code: 8260D-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/13/2021 1340h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.46

Method: SW8260D

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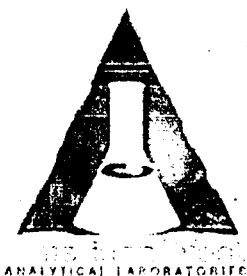
Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00260	< 0.00260	
Ethylbenzene	100-41-4	0.00520	< 0.00520	
Methyl tert-butyl ether	1634-04-4	0.00520	< 0.00520	
Naphthalene	91-20-3	0.00520	< 0.00520	
Toluene	108-88-3	0.00520	< 0.00520	
TPH C6-C10 (GRO)		0.0520	< 0.0520	
Xylenes, Total	1330-20-7	0.00520	< 0.00520	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.127	0.1300	97.8	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.135	0.1300	104	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.133	0.1300	102	70-133	
Surr: Toluene-d8		2037-26-5	0.135	0.1300	103	70-123	

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



# ORGANIC ANALYTICAL REPORT

**Client:** Wasatch Environmental

**Contact:** Audra Heinzl

**Project:** Gouldings / 1410-024

**Lab Sample ID:** 2104321-004A

**Client Sample ID:** SW-N

**Collection Date:** 4/12/2021 1237h

**Received Date:** 4/13/2021 756h

**Test Code:** 8260D-S-PPM

## Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

**Analyzed:** 4/13/2021 1400h

**Extracted:**

**Units:** mg/kg-dry

**Dilution Factor:** 2.45

**Method:** SW8260D

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Salt Lake City, UT 84119

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web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00270	< 0.00270	
Ethylbenzene	100-41-4	0.00541	< 0.00541	
Methyl tert-butyl ether	1634-04-4	0.00541	< 0.00541	
Naphthalene	91-20-3	0.00541	< 0.00541	
Toluene	108-88-3	0.00541	< 0.00541	
TPH C6-C10 (GRO)		0.0541	< 0.0541	
Xylenes, Total	1330-20-7	0.00541	< 0.00541	

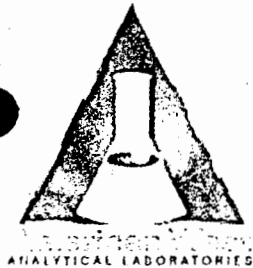
Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.131	0.1352	97.1	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.140	0.1352	104	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.133	0.1352	98.5	70-133	
Surr: Toluene-d8		2037-26-5	0.142	0.1352	105	70-123	

*Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.*

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer





# ORGANIC ANALYTICAL REPORT

Client: Wasatch Environmental

Contact: Audra Heinzl

Project: Gouldings / 1410-024

Lab Sample ID: 2104321-005A

Client Sample ID: Floor - 1

Collection Date: 4/12/2021 1440h

Received Date: 4/13/2021 756h

Test Code: 8260D-S-PPM

## Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260D

Analyzed: 4/13/2021 1420h

Extracted:

Units: mg/kg-dry

Dilution Factor: 2.5

Method: SW8260D

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Salt Lake City, UT 84119

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web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00269	< 0.00269	
Ethylbenzene	100-41-4	0.00538	< 0.00538	
Methyl tert-butyl ether	1634-04-4	0.00538	< 0.00538	
Naphthalene	91-20-3	0.00538	< 0.00538	
Toluene	108-88-3	0.00538	< 0.00538	
TPH C6-C10 (GRO)		0.0538	< 0.0538	
Xylenes, Total	1330-20-7	0.00538	< 0.00538	

Surrogate	Units: mg/kg-dry	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4		17060-07-0	0.131	0.1345	97.7	70-145	
Surr: 4-Bromofluorobenzene		460-00-4	0.138	0.1345	102	70-128	
Surr: Dibromofluoromethane		1868-53-7	0.134	0.1345	99.3	70-133	
Surr: Toluene-d8		2037-26-5	0.141	0.1345	105	70-123	

Sampling and analytical preparation performed by method 5030A modified for analysis of soil samples collected in 2 or 4 oz jars.

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



# WORK ORDER SUMMARY

Client: Wasatch Environmental

Work Order: 2104321

Page 2 of 2

Due Date: 4/14/2021

Sample ID	Client Sample ID	Collected Date	Received Date	Test Code	Matrix	Sel	Storage
2104321-005A	Floor - 1	4/12/2021 1440h	4/13/2021 0756h	8260D-S-PPM	Soil	<input checked="" type="checkbox"/>	VOC/Fridge
Test Group: 8260D-S-MBTXN/GRO: # of Analytes: 7 / # of Surr: 4							
PMOIST							
<input type="checkbox"/> VOC/Fridge							
<input type="checkbox"/> HOLD							
2104321-005B							



5000364

BSHW-0863-5-6

CLOSURE NOTICE

RECEIVED

AUG 27 1990

PROCESSED BY  
SEP 04 1990

Location ID # 5000364

TANK OWNER

NAME Monument Valley Hospital

STREET 4 Rock Door Canyon Dr., Box 4

CITY Monument Valley

STATE Utah

ZIP 84536

TANK OPERATOR Name: Bill Richard

Title: SAFETY DIRECTOR

BUSINESS NAME Monument Valley Hospital

Phone: 727-3241

STREET 4 Rock Door Canyon Dr., Box 4

CITY Monument Valley

COUNTY

ZIP 84536

TANK HANDLER Name Neil Frandsen

Cert. # TH- 0057

Address PO Box 282, Price, Ut 84501

Phone 637-3495

TYPE OF CLOSURE

☐ Temporary

☒ Permanent

☐ Change-In-Service

Substance stored for Change-in-service

Permanent or Change-In-Service

Date Closed: \*8-8-90

☒ Removed

☐ In-Place

Was fuel emptied? yes Sludge removed? yes Tank cleaned? yes

Was tank Purged or Inerted? Yes

Location of Closure Records Monument Valley Hospital

Temporary

Date of Closure: \_\_\_\_\_ Was tank emptied?: \_\_\_\_\_

Residue depth remaining in tank \_\_\_\_\_ or %Wt of total capacity of UST: \_\_\_\_\_

Corrosion Prot.? \_\_\_\_\_ Release Detection? \_\_\_\_\_

3 mo.: Vent Lines Open? \_\_\_\_\_ Cap/Secure: lines \_\_\_\_\_ pumps \_\_\_\_\_ manways \_\_\_\_\_

12mo.: Perm. Closed?: \_\_\_\_\_ New/Upgraded?: \_\_\_\_\_ Extention?: \_\_\_\_\_

TANK INFORMATION

Tank #: 1

Age 12 yr+

Capacity 1000

Subs. gasoline

DISPOSAL

Tank: Location Price Metal Salvage, Price, Ut

Sludge: Location Tri K Development, American Fork, Ut

SCANNED

DERR 1990-013077

SITE ASSESSMENT (Copies of lab analysis report should be attached to this notice)

Groundwater samples TPH BTEX. Results: No Ground water

Soil samples TPH BTEX. Results: See Attached Certificate of Analysis

Name and location of Laboratory Chemtech, 6100 S. Stratler, Murray, Ut 84107

THE ABOVE INFORMATION IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE

Signature of owner/operator

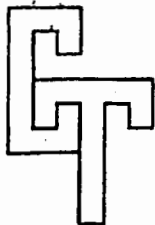
William S. Barker

Title

Safety Director

Date

8-21-90



# CHEMTECH

CHEMICAL AND BACTERIOLOGICAL ANALYSES

6100 S. STRATLER  
MURRAY, UTAH 84107  
(801) 262-7299

DATE: 8-13-90

TO: Nelco, Inc.  
P.O. Box 282  
Price, UT 84501

DATE SUBMITTED: 8-9-90 - Monument Valley Hospital

## CERTIFICATE OF ANALYSIS

SAMPLE ID:	SS#1	SS#2	SS#3	
LAB #:	<u>U053264</u>	<u>U053265</u>	<u>U053266</u>	<u>MDL</u>
<u>PARAMETER</u>				
Tot. Pet. Hydrocarbons, mg/Kg	<1.0	<1.0	<1.0	1.0

NOTE: Samples analyzed by Method 8015 (modified).  
MDL = Minimum Detectable Level  
Results corrected for moisture content.

  
Rex Henderson

# INITIAL INSPECTION & COMPLIANCE SUMMARY FORM

ID No. 5000364

Compliance # 1

Suspense Date 8-15-90

Inspector SD

1/30/91

Closed Out \_\_\_\_\_

Tank Owner \_\_\_\_\_ Ind. \_\_\_\_\_ dba \_\_\_\_\_ Corp. \_\_\_\_\_ Other \_\_\_\_\_ Date(acquired/Inc.) \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ COUNTY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

Tank Operator \_\_\_\_\_ Ind. \_\_\_\_\_ dba \_\_\_\_\_ Corp. \_\_\_\_\_ Other \_\_\_\_\_ Date(acquired/Inc.) \_\_\_\_\_

BUSINESS NAME Monument Hospital FACILITY NO. \_\_\_\_\_

STREET 4 Rock Door Canyon Dr.

CITY Monument Valley COUNTY San Juan / UT ZIP 84536

CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

VIOLATION/ fuel RULE \_\_\_\_\_ DATE 6-27-90

COMPLIANCE \_\_\_\_\_

	Action Date	Action	Suspense Date	Penalty
1ST CONTACT	<u>6-27-90</u>	<u>sent invoice</u>	<u>8-15-90</u>	
2ND CONTACT	<u>12/27/90</u>	<u>sent memo</u>	<u>1/30/91</u>	
3RD CONTACT	_____	_____	_____	
4TH CONTACT	_____	_____	_____	
NOV	_____	_____	_____	\$ _____
ORDER	_____	_____	_____	\$ _____
FILE-AG	_____	_____	_____	\$ _____
EPA REFERRAL	_____	_____	_____	
CLOSE OUT			FINAL AGREEMENT	



Property Owner \_\_\_\_\_ Ind. \_\_\_\_\_ dba \_\_\_\_\_ Corp. \_\_\_\_\_ Other \_\_\_\_\_ Date(acquired/Inc.) \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ ACQUIRED \_\_\_\_\_

							<u>In Compliance?</u>
							# (Y/N)
TANK #	_____	_____	_____	_____	_____	_____	_____
STATUS	_____	_____	_____	_____	_____	_____	_____
AGE	_____	_____	_____	_____	_____	_____	_____
CAPACITY	_____	_____	_____	_____	_____	_____	_____
MATERIAL	_____	_____	_____	_____	_____	_____	_____
INTERNAL	_____	_____	_____	_____	_____	_____	_____
EXTERNAL	_____	_____	_____	_____	_____	_____	_____
PIPING	_____	_____	_____	_____	_____	_____	_____
SUBSTANCE	_____	_____	_____	_____	_____	_____	_____
LAST USED	_____	_____	_____	_____	_____	_____	_____
CLOSURE	_____	_____	_____	_____	_____	_____	_____
CERTIFICATION	_____	_____	_____	_____	_____	_____	_____
RELEASE DET.	_____	_____	_____	_____	_____	_____	_____
DATE DUE	_____	_____	_____	_____	_____	_____	_____
SPILL/OVERFILL	_____	_____	_____	_____	_____	_____	_____
RELEASE DATE	_____	_____	_____	_____	_____	_____	_____

Financial Responsibility

METHOD \_\_\_\_\_ Rule #(s) \_\_\_\_\_

INSURER \_\_\_\_\_ Policy # \_\_\_\_\_ Eff. Date \_\_\_\_\_

COMMENTS: *Rec'd notif form and closure plan*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



DEPARTMENT OF HEALTH  
DIVISION OF ENVIRONMENTAL HEALTH

Norman H. Bangertter  
Governor  
Suzanne Dandoy, M.D., M.P.H.  
Executive Director  
Kenneth L. Alkema  
Director

Bureau of Solid & Hazardous Waste  
288 North 1460 West, P.O. Box 16690  
Salt Lake City, Utah 84116-0690  
(801) 638 6170

JUL 20 1990

Bill Bichard  
Monument Valley Hospital  
4 Rock Door Canyon Dr., Box 4  
Monument Valley, UT 84536

Re: Closure Plan for Underground Storage Tanks located at 4 Rock Door Canyon Drive,  
Monument Valley, Utah  
Facility Identification No. 5000364.

Dear Mr. Bichard:

The closure plan, received by the Bureau of Solid and Hazardous Waste, on June 22, 1990 for the above referenced facility has been approved as proposed. Local health and fire departments must be notified 72 hours before closure begins. Closure of underground storage tanks referred to in the closure plan may commence after notifying these agencies.

Enclosed is a copy of the Closure Notice form which must be received by the Executive Secretary before the closed tanks may be removed from the fee billing list. Please fill out all the requested information on the Closure Notice form and submit the form after all the sample analysis data and other information is available.

Any deviation from an approved closure plan must be reported to the Bureau of Solid and Hazardous Waste immediately. If you have any questions, please contact Alex Pashley at 538-6170.

Sincerely,

Dennis R. Downs  
Executive Secretary  
Utah Solid and Hazardous Wastes Committee

Enclosure

cc: Southeastern Utah District Health Department  
Dave Ariotti, D.E.H. District Engineer  
Monument Valley Fire Department  
Neil Frandsen, Nelco Contractors

DRD/AP/ce

UNDERGROUND STORAGE TANK CLOSURE PLAN (rev. 11/89)STATE USE ONLY

IN ORDER TO EXPEDITE THE REVIEW  
OF YOUR CLOSURE PLAN, PLEASE FILL  
IN ALL BLANKS COMPLETELY. THIS  
CLOSURE PLAN SUPERSEDES PRIOR VERSIONS.

/ Date Received 6-22-90  
 / Reviewer/Date Reviewed all  
 / Reviewer Recommendation \_\_\_\_\_  
 / EHM Review/Date \_\_\_\_\_

Closure Plan prepared by Neil Frandsen of NELCO CONTRACTORS tel. #801-637-349  
 Address PO Box 282, Price, Ut 84501 Zip \_\_\_\_\_

SITE INFORMATION

Owner Name Monument Valley Hospital Address 4 Rock Door Canyon Dr. Box 3421  
Monument Valley, Ut Zip 84536 tel. #801-722-3421  
 Site Name Same as Above Address \_\_\_\_\_  
 Zip \_\_\_\_\_ (Contact person) Bill Richard tel. #801-722-3421  
 Tank Location Identification Number (found on billing forms, 7 digit #) 50003871  
 Number of tanks at this site 1 Number of tanks at this site to be closed 1

TANK INFORMATION

Tank #:	<u>1</u>						
Age of tank	<u>12 yr plus</u>						
Capacity	<u>1000 gal</u>						
Subs. stored	<u>gasoline</u>						
Date last used	<u>Currently in use</u>						

SITE PLAT ATTACHED Located on the plat should be buildings, tanks, lines, dispensers, underground utilities, proposed sampling locations, sampling depths, substance stored in tanks and other important features.

CLOSURE NOTICE FORM This must be filled out and returned to the Bureau when closure is completed.

RECEIVED  
 JUN 22 1990  
 Bureau of Utah Dept. of Health & Hazardous Waste

TANK HANDLER Name Neil Frandsen Certificate # TH -0057  
Address PO Box 282, Price, Ut. 84501 Zip

SOIL/GROUNDWATER SAMPLER Name Neil Frandsen  
Certificate # (after 12/31/89) GS-0083 Address PO Box 282, Price, Ut  
Zip 84501

DISPOSAL INFORMATION

Tank(s) will be disposed at: Facility Price Metal Salvage  
Address 510 E. 1250 S. Price, Ut 84501 contact Dave Swensen  
Tel. # 801-637-8609

Product lines will either be xx removed or  secured in place and capped.  
Vent lines will either be xx removed or  secured open.

Piping will be disposed at: Facility Price Metal Salvage  
address 510 E. 1250 S. Price, Ut 84501 ; contact Dave Swensen  
tel. # 801-637-8609

Tank will be emptied by Monument Valley Hospital (company) and  
cleaned by Tri K Development (company).

The tank will be either purged or rendered inert by the following method:

Introduction of CO2

If tanks are to be closed in-place, has approval been obtained from the Fire Dept?  
yes no

THE FOLLOWING INFORMATION MUST BE FILLED OUT COMPLETELY

If found, contaminated soils are to be disposed at the following facility: Goulding's  
Landfill address Monument Valley  
contact Bill Richard tel. # 801-727-3241

If found, contaminated water is to be disposed at the following facility

Tri K Development address American Fork, Ut  
contact Cal Kessler tel. # 801-756-4245

Residual sludges are to be disposed at the following facility:

Tri K Development address American Fork, Ut contact Cal Kessler  
tel. # 801-756-4245

IF CONTAMINATED SOILS ARE TO BE AERATED, CONTACT BUREAU OF AIR QUALITY FOR ANY  
NECESSARY PERMITS AT 538-6108

IF CONTAMINATED GROUNDWATER IS FOUND, CONTACT BUREAU OF WATER POLLUTION CONTROL FOR ANY NECESSARY PERMITS AT 538-6146

CONTACT LOCAL HEALTH DISTRICT Name of Dist San Juan Co Health Dist Date 6-17-90  
Contact \_\_\_\_\_ Title \_\_\_\_\_ tel # \_\_\_\_\_  
CONTACT LOCAL FIRE DEPT. Name of Dept. Monument Valley Fire Dept. Date 6-17-90  
Contact Bill Richard Title Director of Safety tel # 801-727-3241

#### SITE ASSESSMENT

A site assessment must be performed on all tanks to be closed. At a minimum, protocol found in R450-205 UAC should be followed during closure assessment.

Groundwater sample lab analysis to be used: x 8015 (modified), \_\_\_\_\_ EPA 413.1  
other \_\_\_\_\_

Soil sample, lab analysis to be used xx 8015 (modified), \_\_\_\_\_ EPA 413.1  
other \_\_\_\_\_

State Certified Laboratory to be used: Chemtech  
Address 6100 S. Stratler, Murray, Ut 84107 Zip \_\_\_\_\_  
tel # 801-262-7299 contact Rex Henderson

#### CONTAMINATION INFORMATION

In the event that contamination is detected or suspected, you must report a release to the Executive Secretary, Solid and Hazardous Wastes Committee at 801-538-6170. If contamination is suspected or detected a qualified environmental consultant should assist you in your remediation. In the event contamination is found the environmental consultant will be: Company EWP  
address 1121 E. 3900 S. Bldg C 100 City SLC  
State Ut. zip 84124 tel. # 801-261-0090

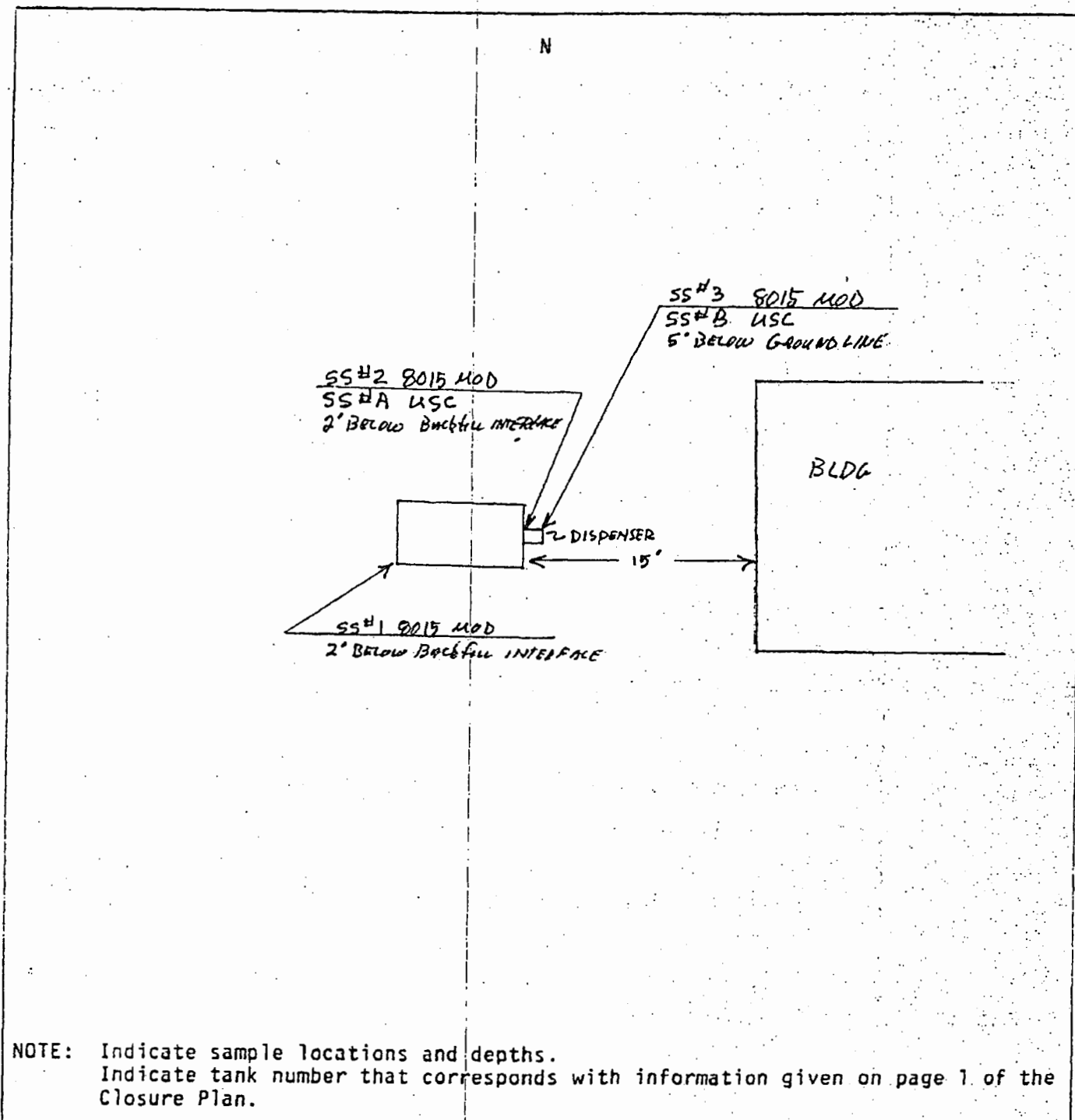
Location ID No. \_\_\_\_\_

SITE PLAT

Drawn By

NEIL FARRANDSON

Date: 6-17-96



Key

- |                               |   |
|-------------------------------|---|
| ----- Building, etc. outlines | O = Monitoring Wells (MW-#.)                  |
| - - - Tank & Line outlines    | X = Sample Locations (SS-#, WS-#.)            |
| ...., Creeks, Rivers          | [ ] = Water Wells (domestic, livestock, etc.) |
| Lines: -s-s-s- = Sewer;       | -p-p-p- = Power;                              |
| -w-w-w- = Water;              | -t-t-t- = Telephone;                          |
|                               | -g-g-g- = Gas;                                |
|                               | -d-d-d- = French Drains;                      |

<b>Notification for Underground Storage Tanks</b>		<b>STATE USE ONLY</b>	
State Agency Name and Address		ID NUMBER	5000364
TYPE OF NOTIFICATION		DATE RECEIVED	6-22-90
<input type="checkbox"/> A. NEW FACILITY <input type="checkbox"/> B. AMENDED <input checked="" type="checkbox"/> C. CLOSURE		A. Date Entered into Computer	6-27-90
<input type="checkbox"/> No. of tanks at facility <input type="checkbox"/> No. of continuation sheets attached		B. Data Entry Clerk Initials	SCD
INSTRUCTIONS		C. Owner Was Contacted to Clarify Responses. Comments	
Please type or print in ink all items except "signature" in section V. This form must be completed for each location containing underground storage tanks. If more than five (5) tanks are owned at this location, photocopy the following sheets, and staple continuation sheets to the form.			

### GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1984, that are in the ground as of May 8, 1986, or that are brought into use after May 8, 1986. The information requested is required by Section 9002 of the Resource Conservation and Recovery Act, (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or in the absence of such records, your knowledge, belief, or recollection.

**Who Must Notify?** Section 9002 of RCRA, as amended, requires that, unless exempted, owners of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means—

a) in the case of an underground storage tank in use on November 8, 1984, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or dispensing of regulated substances; and

b) in the case of any underground storage tank in use before November 8, 1984, but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

c) if the State agency so requires, any facility that has undergone any changes to facility information or tank system status.

**What Tanks Are Included?** Underground storage tank is defined as any one or combination of tanks that (1) is used to contain an accumulation of "regulated substances;" and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. Gasoline, used oil, or diesel fuel; and 2. industrial solvents, pesticides, herbicides or fumigants.

**What Tanks Are Excluded?** Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are:

1. farm or residential tanks of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes;
2. tanks used for storing heating oil for consumptive use on the premises where stored;
3. septic tanks;

4. pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act of 1979, or which is an intrastate pipeline facility regulated under State laws;

5. surface impoundments, pits, ponds, or lagoons;
6. storm water or waste water collection systems;
7. flow-through process tanks;
8. liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;
9. storage tanks situated in an underground area (such as a basement, cellar, mineworking, drift, shaft, or tunnel) if the storage tank is situated upon or above the surface of the floor.

**What Substances Are Covered?** The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined as hazardous in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA. It also includes petroleum, e.g., crude oil or oil fractions thereof which is liquid at standard conditions of temperature and pressure (50 degrees Fahrenheit and 14.7 pounds per square inch absolute).

**Where To Notify?** Send completed forms to:

Utah Dept. of State  
Bureau of Solid Waste  
JUN 22 1990

**When To Notify?** 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but which are brought into use after May 8, 1986. 2. Owners who bring underground storage tanks into use after May 8, 1986, must notify within 30 days of bringing the tanks into use. 3. If a State requires notification or any amendments to facility send information to State agency immediately.

**Penalties:** Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

### I. OWNERSHIP OF TANK(S)

### II. LOCATION OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

Monument Valley Hospital

Street Address

Box 4

Monument Valley, Ut. 84536

City

County

Phone Number (Include Area Code) 727-3241

(If same as Section I, mark box per X)

Facility Name or Company Site Identifier, as applicable

Street Address (If Q, box not applicable)

4 Rock Door Canyon Dr.

City

State

Zip Code

County

Nearest to

Give the geographic location of tanks as required by State in degrees, minutes and seconds (Example: 42° 36' 12" N Long 85° 24' 17" W)

Latitude

Longitude

## III. TYPE OF OWNER

- ☐ Federal Gov't  
☐ State Government  
☐ Local Government
- ☐ Commercial  
☒ Private

## IV. INDIAN LANDS

Tanks are located on land within an Indian Reservation or on other trust lands.

☐ Tribe or Nation:

Tanks are owned by native American nation, tribe, or individual

☐

## V. TYPE OF FACILITY

Select the Appropriate Facility Description

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Gas Station           | <input type="checkbox"/> Local Government       | <input type="checkbox"/> Contractor                      |
| <input type="checkbox"/> Petroleum Distributor | <input type="checkbox"/> State Government       | <input type="checkbox"/> Trucking/Transport              |
| <input type="checkbox"/> Air Taxi (Airline)    | <input type="checkbox"/> Federal - Non-Military | <input type="checkbox"/> Utilities                       |
| <input type="checkbox"/> Aircraft Owner        | <input type="checkbox"/> Federal - Military     | <input type="checkbox"/> Residential                     |
| <input type="checkbox"/> Auto Dealership       | <input type="checkbox"/> Commercial             | <input type="checkbox"/> Farm                            |
| <input type="checkbox"/> Railroad              | <input type="checkbox"/> Industrial             | <input type="checkbox"/> Other (Explain) <u>HOSPITAL</u> |

## VI. CONTACT PERSON IN CHARGE OF TANKS

Name	Job Title	Address	Phone Number (Include Area Code)
Rachel Twing	Administrator	Box 4 Monument Valley, Ut 84536	801-727-3241

## VII. FINANCIAL RESPONSIBILITY

I have met the financial responsibility requirements in accordance with 40 CFR Subpart H

NO

Check All that Apply

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Self Insurance       | <input type="checkbox"/> Guarantee        | <input type="checkbox"/> State Funds                  |
| <input type="checkbox"/> Commercial Insurance | <input type="checkbox"/> Surety Bond      | <input type="checkbox"/> Trust Fund                   |
| <input type="checkbox"/> Risk Retention Group | <input type="checkbox"/> Letter of Credit | <input type="checkbox"/> Other Method Allowed Specify |

NONE

## VIII. CERTIFICATION (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner  
or owner's authorized representative (Print)

Signature

Date Signed

Rachel Twing — Administrator

Rachel Twing

6-11-90

EPA estimates public reporting burden for this form to average 30 minutes per response, including time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding this burden estimate to Chief, Information Policy Branch PM-223, U.S. Environmental Protection Agency, 401 M Street, Washington D.C. 20460, marked "Attention Desk Officer for EPA." This form amends the previous notification form as printed in 40 CFR Part 280, Appendix I. Previous editions of this notification form may be used while supplies last.



# DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for each tank at this location.)

Tank Identification Number	Tank No. <u>1</u>	Tank No. _____	Tank No. _____	Tank No. _____	Tank No. _____
Status of Tank (mark only one)					
Currently In Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporarily Out of Use (Remember to fill out section IX.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanently Out of Use (Remember to fill out section IX.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amendment of Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Date of Installation	<u>1978?</u>				
3. Estimated Total Capacity (gallons)	<u>1000 GAL</u>				
4. Material of Construction (Mark all that apply)					
Asphalt Coated or Bare Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cathodically Protected Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Epoxy Coated Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Composite (Steel with Fiberglass)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lined Interior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Polyethylene Tank Jacket	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Concrete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excavation Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other, Please Specify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has tank been repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Piping (Material) (Mark all that apply)					
Bare Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Galvanized Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cathodically Protected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary Containment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other, Please Specify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Piping (Type) (Mark all that apply)					
Suction: no valve at tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Suction: valve at tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grav.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has piping been repaired?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tank Identification Number	Tank No. <u>1</u>	Tank No. <u>   </u>	Tank No. <u>   </u>	Tank No. <u>   </u>	Tank No. <u>   </u>
7. Substance Currently or Last Stored In Greatest Quantity by Volume	<u>1000 Gall</u>				
Gasoline					
Diesel					
Gasohol					
Kerosene					
Heating Oil					
Used Oil					
Other, Please Specify					
Hazardous Substance CERCLA name and/or, CAS number					
Mixture of Substances Please Specify					
X. TANKS OUT OF USE, OR CHANGE IN SERVICE					
1. Closing of Tank					
A. Estimated date last used (mo./day/year)					
B. Estimate date tank closed (mo./day/year)					
C. Tank was removed from ground					
D. Tank was closed in ground					
E. Tank filled with inert material Describe					
F. Change in service					
2. Site Assessment Completed					
Evidence of a leak detected					



DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

FILE COPY

Michael O. Leavitt  
Governor  
Dianne R. Nielson, Ph.D.  
Executive Director  
Kent P. Gray  
Director

168 North 1950 West  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840  
(801) 536-4100  
(801) 359-8853 Fax  
(801) 536-4414 T.D.D.  
www.deq.state.ut.us Web

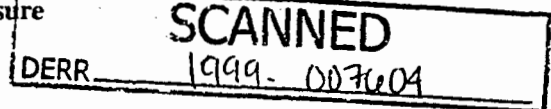
ERRL-1556-99

August 26, 1999

Jeff Bailey  
San Juan County School District  
36 West 200 North  
Blanding, Utah 84571

RE: Facility Identification No. 5000159, Release Site EKYR  
Monument Valley High School, located at 163 State Road, Monument Valley, Utah  
Leaking Underground Storage Tank (LUST) Site Closure

Dear Mr. Bailey:



The case file for this facility has been reviewed by your state project manager, who has recommended that no further corrective action be taken at this time. This no further action applies only to the specific LUST release EKYR. This recommendation is based upon the information contained in the file supplied by you or your consultant.

The information you have submitted indicates that any detectable petroleum contamination at the site is not a threat to human health or the environment as characterized using State Underground Storage Tank Rules. In the future, if other evidence indicates a spread of contamination from the Facility which may cause such a threat, further corrective action may be required.

If you have any questions regarding this matter, please contact **Douglas J. Hansen**, your DERR Project Manager, at (801) 536-4454.

Sincerely,

Kent P. Gray, Executive Secretary (UST)  
Utah Solid and Hazardous Waste Control Board

KPG/DJH/stt

cc: David Cunningham, B.S.N., R.N., Director, Southeastern Utah District Health Department  
David Ariotti, District Engineer, Department of Environmental Quality  
Troy Spackman, Wasatch Environmental

## Utah's RBCA Tier 1 Worksheet

FACILITY INFORMATION																																													
<b>Monument Valley High School</b> Facility Name State Road 163, Monument Valley, Utah Location/Address (no Box Numbers) Attention Jeff Bailey, 36 West 200 North, Blanding, UT 84571 Facility Owner Name Address (City/State/Zip Code) (435) 678-1240 Facility Owner Phone #      Area Code      Phone Number		<b>(For DERR Use Only)</b> Facility ID: # <u>5000159</u> Release ID: <u>EKYR</u> Release Notification Date: <u>May 17, 1999</u> Release Reported By: <u>John Labrum</u> DERR Project Manager: <u>DH</u> Person Completing Worksheet: <u>DH</u>																																											
SITE ASSESSMENT INFORMATION																																													
<b>(For DERR Use Only)</b> <b>a. Site Classification</b> <i>(use Table A.1 for most precise classification)</i> Classification: _____ Impacts: _____ Required Response Actions: _____ _____ _____		<b>b. Contaminant Source Information</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Product</th> <th style="text-align: left;">Amount</th> <th colspan="4"></th> </tr> <tr> <th style="text-align: left;"><u>Released</u></th> <th style="text-align: left;"><u>Released (gal)</u></th> <th colspan="4" style="text-align: left;"><u>Cause of Release (if known)</u></th> </tr> </thead> <tbody> <tr> <td>Gasoline</td> <td>_____</td> <td>___ tank</td> <td>___ piping</td> <td>___ dispenser</td> <td>___ overfill/spill</td> </tr> <tr> <td>Diesel</td> <td><u>X</u></td> <td>___ tank</td> <td>___ piping</td> <td>___ dispenser</td> <td>___ overfill/spill</td> </tr> <tr> <td>Waste Oil</td> <td>_____</td> <td>___ tank</td> <td>___ piping</td> <td>___ dispenser</td> <td>___ overfill/spill</td> </tr> <tr> <td>Unknown</td> <td>_____</td> <td>___ tank</td> <td>___ piping</td> <td>___ dispenser</td> <td>___ overfill/spill</td> </tr> <tr> <td>Other</td> <td>_____</td> <td>___ tank</td> <td>___ piping</td> <td>___ dispenser</td> <td>___ overfill/spill</td> </tr> </tbody> </table> Sources Removed: ___ tank <u>X</u> piping ___ dispenser ___ free product ___ contaminated soil		Product	Amount					<u>Released</u>	<u>Released (gal)</u>	<u>Cause of Release (if known)</u>				Gasoline	_____	___ tank	___ piping	___ dispenser	___ overfill/spill	Diesel	<u>X</u>	___ tank	___ piping	___ dispenser	___ overfill/spill	Waste Oil	_____	___ tank	___ piping	___ dispenser	___ overfill/spill	Unknown	_____	___ tank	___ piping	___ dispenser	___ overfill/spill	Other	_____	___ tank	___ piping	___ dispenser	___ overfill/spill
Product	Amount																																												
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Unknown	_____	___ tank	___ piping	___ dispenser	___ overfill/spill																																								
Other	_____	___ tank	___ piping	___ dispenser	___ overfill/spill																																								
<b>c. Land Use Information</b> Current Land Use at the Site: _____ residential <u>X</u> commercial _____ industrial Surrounding Neighborhood: _____ residential _____ commercial _____ industrial <u>X</u> Remote <i>(Note: Surrounding land use is Residential if one or more residences share a common property line with the Facility)</i>																																													
<b>d. Soil Information</b> Depth to Contaminated Soil (feet below land surface): <u>N/A</u> Soil Type(s): <u>SP/SM</u> Depth (below land surface): <u>3'</u> Method of Soil Type Identification (check applicable): <u>X</u> Unified Soil Classification      _____ Geologist's description																																													
<b>e. Groundwater Information</b> Was groundwater present in excavations? ___ Yes <u>X</u> No      Thickness of Free Product: _____ Depth to groundwater (feet below land surface): <u>unknown</u> Is groundwater impacted at any concentration: ___ Yes <u>X</u> No Groundwater flow direction (circle applicable): E, W, N, S, SE, SW, NE, NW _____ Inferred? _____ Measured? Slope direction of surface topography (circle applicable): E, W, N, S, SE, SW, NE, NW																																													
<b>f. Distance from Source to Nearest Potential Receptor</b> <i>(If any receptors are within 30 feet you must go to Tier 2)</i> <b>Receptors (enter distance to each in feet) (See comments on back)</b> Subsurface Utilities: ___ Water line ___ Sewer line ___ Natural Gas ___ Storm Drain ___ Telephone ___ Electrical ___ Other (specify) _____ ___ Property Line ___ Buildings (specify type: ___ Residence ___ Commercial ___ other, specify)																																													
<b>For DERR Use Only</b> <b>Distance to Other Receptors</b> <i>(If any receptors are within 500 feet you must go to Tier 2)</i> <b>Receptors Within 500 feet (enter distance to each in feet and attach water well data sheets and maps; show facility location on each) (See comments on back)</b> ___ Municipal Well      ___ Domestic Well      ___ Irrigation Well ___ Surface water (specify type: lake, stream, creek, river, wellbnd): _____																																													

### FACILITY SITE MAP

The owner/operator must submit a facility site map, as close as possible to scale, indicating the north direction, and shows locations of the following properly labeled features:

- Current and/or former UST systems (indicate product type for each)
- Utility lines (underground)
- Buildings or other structures
- Excavations
- Soil stockpiles
- Location of the release and known contamination
- Property lines
- Monitoring wells
- Sample locations

### SUPPLEMENTAL INFORMATION (For DERR Use Only)

Samples were non-detect for all constituents. Utility and receptor information is irrelevant.

*Owner/Operator Must Submit Copies of Laboratory Analytical Data*

### RBCA TIER 1 SCREENING LEVEL EVALUATION (For DERR Use Only)

Chemical	Groundwater (mg/L)		Soil (mg/kg)	
	Screening Level	Highest Concentration at Source	Screening Level	Highest Concentration at Source
Benzene	0.3	Not encountered	0.9	<0.1
Toluene	7	Not encountered	61	<0.1
Ethylbenzene	4	Not encountered	23	<0.1
Xylenes	73	Not encountered	235	<0.1
Naphthalene	0.1	Not encountered	10	<0.1
MTBE	0.2	Not encountered	0.3	<0.1
TPH-gasoline	10	Not encountered	1500	not required
TPH-diesel	10	Not encountered	5000	<20
Oil and Grease/TRPH	10	Not encountered	10000	not required

### RECOMMENDED TIER 1 ACTIONS (For DERR Use Only)

All contaminant concentration levels are below Tier 1 screening levels, and no receptors are within the critical distances. <i>Recommendation</i> - No further action.
Contaminant concentration(s) exceed Tier 1 screening levels, or receptors are within applicable critical distances. <i>Recommendation</i> - Perform a Tier 2 risk assessment or cleanup to applicable levels.
All contaminant concentrations are below Tier 1 screening levels but receptors are within critical distances. <i>Recommendation</i> - Clean up to applicable levels.

Evaluation Completed by:

*[Signature]*  
Signature

Date: 8/23/99

# UTAH DERR/LUST RELEASE AND INITIAL "RBCA" SITE ASSESSMENT REPORT

Facility ID No. 472  
Release Site No. SD00159  
Project Manager Doug  
Potential PST Funded Site? yes

Date Received 5/17/99  
Date Assigned \_\_\_\_\_  
Date Confirmed \_\_\_\_\_  
Spill Report/Info received by Robin Jenkins

Name of reporting party John Labrum Company precision tester Phone: 495-2606  
Name of RP (current o/o) San Juan Co. School District (Self Bailey) Phone: (435) 678-1240  
Name of Release Location Monument Valley School Phone: \_\_\_\_\_  
Release site street address State Rd. 163 City: Monument Valley  
remote

Type of Release: \_\_\_\_\_ (piping: suction/pressurized) \_\_\_\_\_ tank (corrosion/fittings) \_\_\_\_\_ spill/overflow \_\_\_\_\_ pump island  
Release Date(s) \_\_\_\_\_ Suspected or Confirmed? Estimated Amount \_\_\_\_\_  
Method of Determination: \_\_\_\_\_ failed TTT (volumetric/other) w/ leak rate of \_\_\_\_\_ gal/hr; \_\_\_\_\_ Leak Detector Alarm  
\_\_\_\_\_ Inventory loss (\_\_\_\_\_ gal); \_\_\_\_\_ failed LTT (volumetric/other) w/ leak rate of \_\_\_\_\_ gal/hr  
\_\_\_\_\_ Field Instrumentation (Model/Type \_\_\_\_\_) w/ maximum readings of \_\_\_\_\_ units  
\_\_\_\_\_ Permanent Closure (in-place/removal) w/ \_\_\_\_\_ soil staining; \_\_\_\_\_ odors; \_\_\_\_\_ sheen on H<sub>2</sub>O; \_\_\_\_\_ Analytical  
\_\_\_\_\_ Analytical Results; Soil (mg/Kg) B \_\_\_\_\_, T \_\_\_\_\_, E \_\_\_\_\_, X \_\_\_\_\_, N \_\_\_\_\_, TPH \_\_\_\_\_, O&G \_\_\_\_\_, TRPH \_\_\_\_\_  
\_\_\_\_\_ Analytical Results; Water (ug/L) B \_\_\_\_\_, T \_\_\_\_\_, E \_\_\_\_\_, X \_\_\_\_\_, N \_\_\_\_\_, TPH \_\_\_\_\_, O&G \_\_\_\_\_, Solvents \_\_\_\_\_  
*Suspected* Substance Released: \_\_\_\_\_ Gas (UL/Reg) ☒ Diesel \_\_\_\_\_ Waste Oil \_\_\_\_\_ New Oil \_\_\_\_\_ Other (specify) \_\_\_\_\_  
Native Soil Type \_\_\_\_\_; Depth to contaminated soil (ft below grade) \_\_\_\_\_  
Depth to Groundwater (GW) (ft below grade) \_\_\_\_\_; Local/Regional GW flow dir. \_\_\_\_\_ / \_\_\_\_\_  
Current Land Use: \_\_\_\_\_ Residential; \_\_\_\_\_ Commercial; \_\_\_\_\_ Industrial; \_\_\_\_\_ Other (describe) \_\_\_\_\_  
Surrounding Land Use: \_\_\_\_\_ Residential; \_\_\_\_\_ Commercial; \_\_\_\_\_ Industrial; \_\_\_\_\_ Other (describe) \_\_\_\_\_

## RELEASE IMPACTS

FUMES: \_\_\_\_\_ Home\* \_\_\_\_\_ Business\* \_\_\_\_\_ Utilities\* \_\_\_\_\_ Outdoors \_\_\_\_\_ Soils \_\_\_\_\_ Water \_\_\_\_\_ Other (specify) \_\_\_\_\_  
DAMAGE: \_\_\_\_\_ Soils \_\_\_\_\_ Groundwater (~ \_\_\_\_\_ ft BLS) \_\_\_\_\_ Surface Water\* \_\_\_\_\_ Drinking Water\* \_\_\_\_\_ Utilities\*  
\_\_\_\_\_ Land Surface\* \_\_\_\_\_ Biota/Wildlife\* \_\_\_\_\_ Free Product\* \_\_\_\_\_ 3rd party impacts\*

\* May indicate the need for emergency abatement action(s) & other agency involvement

## INITIAL ABATEMENT/CORRECTIVE ACTION PERFORMED

Estimated volume of contaminated soil removed/left in-place (cubic yards or tons) \_\_\_\_\_  
Disposal location used \_\_\_\_\_  
Estimated volume of contaminated groundwater removed (gallons) \_\_\_\_\_  
Disposal location used \_\_\_\_\_

Was the extent and degree of contamination defined (Yes/No)? If "No", describe future work planned at the site:

- 10K diesel UST, short section of pressurized pipe; had problems w/ leak detector very recently.
- Suspected release in piping
- 50 psi test press., calc. for 1.2 gph > 1 1/2 times operating pressure.
- Plans to excav. & fix leaky line.

Staff Recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach site map showing depths, locations & results of all environmental samples collected as well as other relevant info.

• UNDERGROUND STORAGE TANK PERMANENT CLOSURE NOTICE (Revised 01/01/97)

Facility ID # 5000159

DESS  
ENVIRONMENTAL RESPONSE & REMEDIATION  
ENTERED  
JUN 30 1999  
BY \_\_\_\_\_

State Use Only  
Date Processed 6/7/99 by WJ  
Date Mailed to LHD N/A  
Samples in LUST File # KYR DA  
Samples to LUST Review 7/1/99  
LUST Status \_\_\_\_\_

Closure Notice prepared at the request of the owner/operator (identified below) by Troy Spackman  
of (company name) Wasatch Environmental, Inc Phone # (801) 972-8400  
Address 2410 W California Ave City SLC State UT Zip 84104

**FACILITY INFORMATION**

Tank Owner San Juan School District Phone # (435) 678-1240  
[ ] sole proprietorship [ ] partnership [X] corporation  
Address 36 West 200 North City Blanding State UT Zip 84571-3600  
Facility Name Monument Valley High School  
Address Monument Valley City \_\_\_\_\_ State UT Zip \_\_\_\_\_  
Contact person \_\_\_\_\_ Phone # (435) 678-1240  
Number of regulated tanks at the facility before closure: 1  
Number of regulated tanks at the facility after closure: 1

\*Remove/Replaced product line\*

**TANKS CLOSED**

Tank #:	Product Line						
Date Installed							
Capacity	Product line						
Substance stored	Diesel						
Date last operated	5/20/99						
Date closed	5/25/99						
How closed (Removed/In place)	Remove						

\* Indicate the specific substance stored in each tank to be closed (regular, unleaded, diesel, waste oil, etc.)

TANK REMOVER Name Terry Smith Cert. # TR 0335 Exp. date 12/15/99  
Company Wasatch Environmental, Inc Phone # (801) 972-8400  
Address 2410 West California Ave City SLC State UT Zip 84104

SOIL/GROUNDWATER SAMPLER Name Terry Smith Cert. # GS 1138 Exp. date 2/1/00  
Company Wasatch Environmental, Inc Phone # (801) 972-8400  
Address 2410 West California Ave City SLC State UT Zip 84104

**CLOSURE INFORMATION**

☒ Fuel was emptied    ☐ Sludge was removed    ☒ Tank was cleaned. <sup>Pipe</sup>

Tank was: ☐ Purged    ☐ Inerted. Method Used: N/A

Location of Closure Records Wasatch Environmental Inc.

For In-Place Closure: tanks filled with N/A

For Change-In-Service: Substance to be stored N/A

**DISPOSAL SITES USED:**

	Location Name	Contact Name	Phone #	Date	Amount
Tank(s)	<u>N/A</u>				Tank #
Product From Tank(s)	<u>N/A</u>				gal
Contaminated Water From Tank Cleaning	<u>N/A</u>				gal
Sludge	<u>N/A</u>				gal
Contaminated Water From Excavation	<u>N/A</u>				gal
Contaminated Soil	<u>N/A</u>				yd <sup>3</sup>

Is any contaminated soil which was over-excavated still on-site? ☐ Yes ☐ No ☐ Not applicable

Was Free Product encountered during closure activities? ☐ If yes, please indicate thickness, ☐ inches

**SITE ASSESSMENT**

Complete the Facility Site Plat (Closure Notice) and Sample Information Table (Closure Notice) on pages 3 and 4 to show the locations, depths, and other information on all soil/groundwater samples taken for closure. The samples must be consistently identified by sample ID # on the site plat, table, and lab analysis report.

☐ Completed Facility Site Plat (Closure Notice) is attached.

The following must be included (enter the distance, and direction (N,S,E,W) from the area of contamination or, where applicable, use OH for overhead, NP for not present):

☐ Water Line ☐ Sewer Line ☐ Natural Gas ☐ Storm Drain ☐ Telephone ☐ Electrical ☐ Property Line ☐ Buildings

☐ Completed Sample Information Table (Closure Notice) is attached.

☐ Certified lab analytical environmental sample results are attached.

☐ Unified Soil Classification (USC) sample results are attached.

☐ Chain of Custody form is attached.

Samples were properly: ☐ Collected ☐ Labeled ☐ Packaged ☐ Transported

☐ Samples were in sight of the person in custody at all times or in a secured locked place.

I certify under penalty of law that the closure site assessment at this facility was conducted in accordance with R311-202 (parts 280.52 and 280.72) and R311-205 U.A.C., and that any additional samples required by R311-202 parts 280.52 and 280.72 and R311-205-2(a)(1) were properly collected.

Signature of Certified Groundwater/Soil Sampler Loyal Terry Smith

Full name of Certified Sampler Loyal Terry Smith Date 6-16-99

If contamination at the facility is confirmed, any person providing remedial assistance for a fee must be a Certified UST Consultant. The Certified UST Consultant providing assistance is:

**CERTIFIED UST CONSULTANT** Name N/A Cert. # CC Exp. date

Company  Phone # (  )

Address  City  State  Zip



# **CILITY SITE PLAT (CLOSURE NOTICE)**

The site plat must be drawn to an appropriate identified scale. It must show actual sampling locations, substances stored in tanks, and other relevant information. Tank and sample identification numbers must be consistent with the information given on p. 1 and 4 of the closure notice

Facility ID # 5000159 Drawn By Troy Spackman Date 6/15/99

↑  
NORTH

Scale: 1" = \_\_\_\_ Feet

*See Attached*

X = Sample locations (SS-#, WS-#, USC-#)  
 ^ = Monitoring Wells (MW-#)  
 ● = Soil boring (SB-#), or Geoprobe Boring (GP-#)  
 ● = Water Wells (domestic, livestock, etc.)  
 Slope of Surface Topography: (N, NW, W, SW, S, SE, E, NE)  
 Land Use At Site: ☐ Residential ☐ Commercial ☐ Industrial  
 Surrounding Land: ☐ Residential ☐ Commercial ☐ Industrial

Site Plat Must Indicate Actual Locations Of:  
 ✓ Current & former tanks, piping & discharges  
 ✓ Excavations, GW monitoring wells & soil stockpiles  
 ✓ Location & depth of all samples taken  
 ✓ Buildings, fences, & property boundaries  
 ✓ Utility conduits (sewers, gas, water, storm drains, electrical etc.)  
 ✓ Depth to groundwater (if encountered)

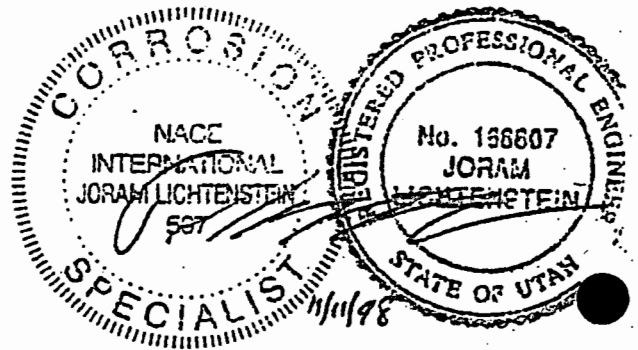
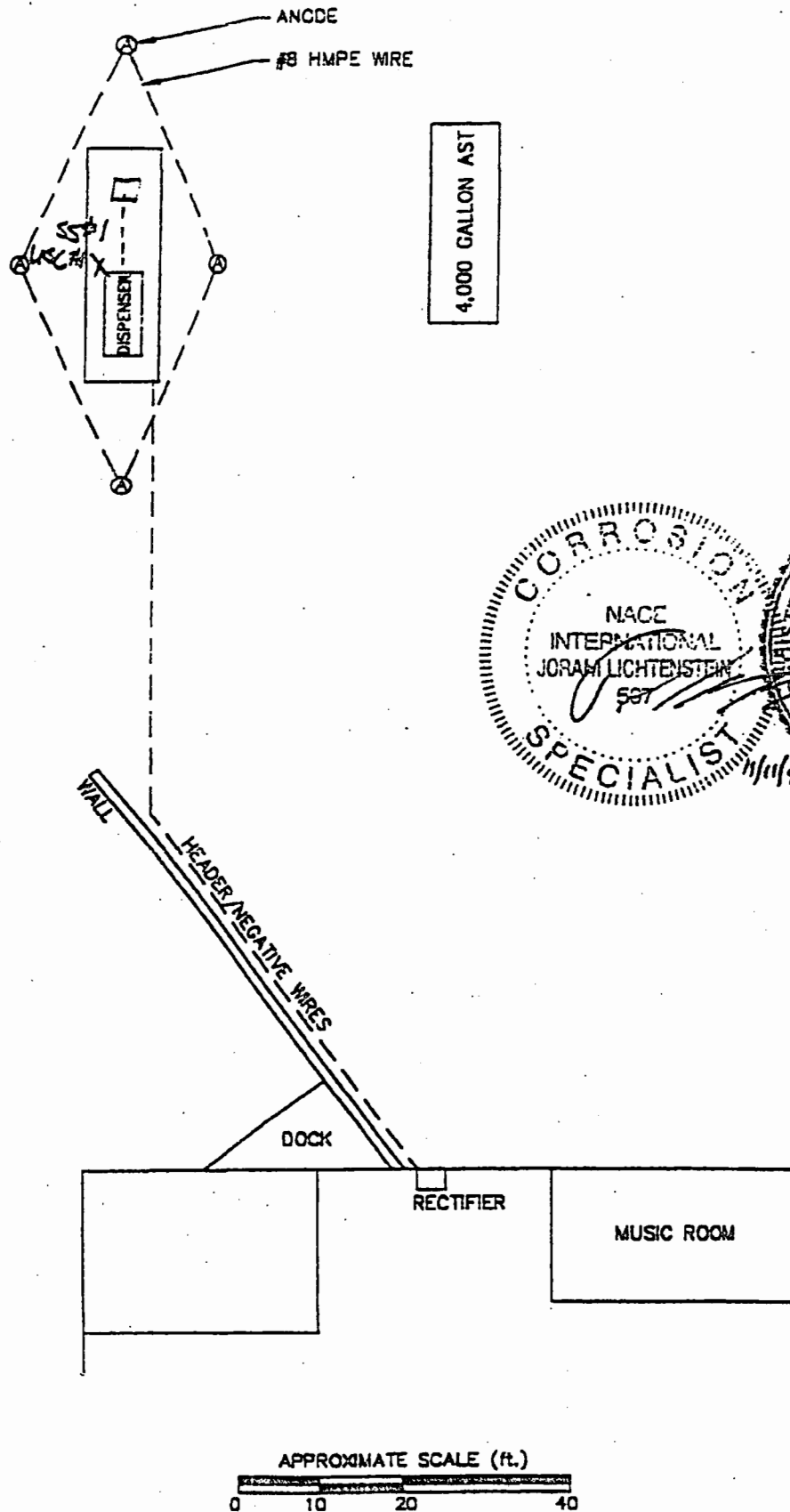


FIGURE 1: SITE MAP, MONTEZUMFIGURE 1: SITE MAP, MONUMENT VALLEY HIGH SCHOOL  
WEI 1411-3

**Complete table for all samples that were taken for closure. Sample ID numbers on the table must be consistent with the sample ID numbers given on the site plat and in the lab analysis report.**

[illegible]

- 1 Soil (SS), Groundwater (GW), or Unified Soil Classification (USC).
- 2 Final depth (in feet) below grade at which samples were taken.
- 3 Contaminant compound(s) analyzed for each sample (TPH, BTEXN, O&G, etc).
- 4 Appropriate analysis methods for contaminant compound(s) in each sample (E015 mod., 8020, 413.1, etc).

State Certified Laboratory used: American West Analytical  
Address 463 West 3600 South City SLC State Ut Zip 84115  
Contact person Steve Getz Phone # (801) 263-8686

**Please explain any unusual or extenuating circumstances encountered during the site assessment or closure:**

Product Line Closure Only

**I certify under penalty of law that I am the Owner of the tank(s) described above and that I am familiar with the information on this form and that it is true, accurate and complete and further, that the procedures described herein were followed during tank closure.**

Signature of UST Owner Jeff Barley  
Full name of Owner Jeff Barley School District Date \_\_\_\_\_

Return completed Closure Notice form, Facility Site Plat and Sample Information Table, Soil/Groundwater sample lab analysis results, USC sample results, and Chain of Custody form within 90 days of UST Closure to:

State of Utah Dept. of Environmental Quality  
Division of Environmental Response and Remediation UST Section  
P.O. Box 144840  
168 North 1950 West  
Salt Lake City, Utah 84114-4840



## ORGANIC ANALYSIS REPORT

AMERICAN  
WEST  
ANALYTICAL  
LABORATORIES

Client: Wasatch Environmental, Inc.  
Contact: Jed Hansen

Date Analyzed: June 02, 1999

Analysis Requested:  
Volatile Aromatics  
Total Petroleum Hydrocarbons

Method Ref. Number:  
SW-846 #8021/8015 modified  
(Extraction - Sequential GC/PID/FID)

Lab Sample ID:  
L37245-Method Blank

463 West 3600 South  
Salt Lake City, Utah  
84115

### Analytical Results Units = ppm

BTXN/TPH-E

<u>Compound:</u>	<u>Reporting Limit:</u>	<u>Amount Detected:</u>
Benzene	0.10	<0.10
Toluene	0.10	<0.10
Ethylbenzene	0.10	<0.10
Total Xylene	0.10	<0.10
Naphthalene	0.10	<0.10
Total Petroleum Hydrocarbons	20.	<20.

(801) 263-8686  
Toll Free (888) 263-8686  
Fax (801) 263-8687

Released By: \_\_\_\_\_

Laboratory Supervisor

Report Date: June 03, 1999

1 of 1



## ORGANIC ANALYSIS REPORT

AMERICAN  
WEST  
ANALYTICAL  
LABORATORIES

463 West 3600 South  
Salt Lake City, Utah  
84115

(801) 263-8686  
Toll Free (888) 263-8686  
Fax (801) 263-8687

Client: Wasatch Environmental, Inc.  
Date Sampled: May 25, 1999  
Date Received: May 28, 1999

Analysis Requested:  
Volatile Aromatics  
Total Petroleum Hydrocarbons

Field Sample ID:  
MONUMENT VALLEY HIGH SCHOOL/1411-4D  
SS #13'

Contact: Jed Hansen  
Date Extracted: June 02, 1999  
Date Analyzed: June 02, 1999

Method Ref. Number:  
SW-846 #8021/8015 modified  
(Extraction-Sequential GC/PID-FID)

Lab Sample ID:  
L37245-1

### Analytical Results

Units = mg/kg (ppm)

BTXN/TPH-E

<u>Compound:</u>	<u>Reporting Limit:</u>	<u>Amount Detected:</u>
Benzene	0.10	< 0.10
Toluene	0.10	< 0.10
Ethylbenzene	0.10	< 0.10
Total Xylene	0.10	< 0.10
Naphthalene	0.10	< 0.10
Total Petroleum Hydrocarbons	20.	< 20.

% Moisture

7.0%

\* All compounds are reported on a dry weight basis.

Released By: \_\_\_\_\_

Laboratory Supervisor

Report Date: June 03, 1999

1 of 1



AMERICAN  
WEST  
ANALYTICAL  
LABORATORIES

Client: Wasatch Environmental, Inc.  
Date Sampled: May 25, 1999  
Lab Sample ID: L37245

Contact: Jed Hansen  
Date Received: May 28, 1999  
Received By: Rebekah Richardson

Analysis Requested:  
Unified Soil Classification

Method Ref. Number:  
D2488-84, X4.2

### Analytical Results

463 West 3600 South  
Salt Lake City, Utah  
84115

Lab Sample ID.:

L37245-2

Field Sample ID.:

Monument Valley High School  
1411-4D/SS #2 3'

Classification:

Poorly Graded Sand  
with Silt (SP,SM)

(801) 263-8686  
Toll Free (888) 263-8686  
Fax (801) 263-8687

Released by: \_\_\_\_\_

Laboratory Supervisor

USC Master

Report Date 6/1/99

1 of 1

LOGIN CHAIN OF CUSTODY REPORT (Incl)  
May 23 1999, 11:48 am



Login Number: L37245  
Account: WASS80 Wasatch Environmental, Inc.  
Site : MOUNTAIN VALLEY HIGH SCHOOL/1411-40

Contact: Jed Hansen

Laboratory	Client	Collect	Receive	Due
Sample Number	Sample Number	Date	Date	PR Date
L37245-1	SS #1 3'	25-MAY-99	28-MAY-99	PA 07-JUN-99
Solids	S BTXN/TPH-Z	Expires:08-JUN-99	btx	1 Contain
	Extracted BTXN/TPH Analysis			
L37245-2	SS #2 3'	25-MAY-99	28-MAY-99	PA 07-JUN-99
Solids	S USC		usc/tolp	1 Contain
	Uniform Soil Classification			

Signature: \_\_\_\_\_

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

## CHAIN OF CUSTODY FORM

[illegible]



37245

LABORATORY USE ONLY

SAMPLES WERE:

1 Shipped or hand delivered

Notes:

2 Ambient or Chilled

Notes:

3 Temperature NA

4 Received Broken/Leaking  
(Improperly Sealed)

Y

N

Notes:

5 Properly Preserved

Y

N

Notes: NA

6 Received Within  
Holding Times

Y

N

Notes:

COC Tape Was:

1 Present on Outer Package

Y

N

NA

2 Unbroken on Outer  
Package

Y

N

NA

3 Present on Sample

Y

N

NA

4 Unbroken on Sample

Y

N

NA

Notes:

Discrepancies Between  
Sample Labels and COC  
Record?

Y

N

Notes:

Personal Communication  
Documentation Form

DERR Fax #: (801) 359-8853

Date: 5/19/99

Time: 2:45

Signature: *[Signature]*

Facility ID: 500059

Spill ID: EK42

Contact's Name: ? - Wore

Company Name: San Juan School dist.

Telephone No.: (435) 674-1240

asked for Jeff Barker - he was out. the man I spoke with  
was well aware of the issue with the tanks. I left a message that  
a soil sample should be collected in area of release to show that  
no contamination has impacted the environment.

**John Labrum****Precision Testing Specialist**

11149 Sandy Gulch Road

Sandy, UT 84094

801-495-2606

801-576-9925 fax

5000159  
K4R D14**Certification**

Date: 05/16/99

Facility ID:

San Juan School District

Monument Valley, UT

Test Date: 05/13/99

Test Number: 051399-3

Operator: John Labrum

Utah Certificate No.: UT0148

**Pressurized Product Lines**

The above location has been tested using the *ACURITE™* Pipeline Tester (model 00-16102). This pipeline leak detection system meets all requirements set forth by NFPA 329-87 and USEPA 40 CFR Part 280 and has received third party certification.

Please see the enclosed Third Party Certification for details.

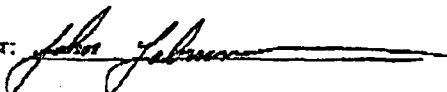
Diesel	Red Jacket	50 psi	1.2	Fail
--------	------------	--------	-----	------

**Line Leak Detectors**

The mechanical line leak detectors at the above location were tested in accordance with USEPA 40 CFR 280.44(a).

Diesel	Red Jacket FX1V	116-056	Functional
--------	-----------------	---------	------------

Certified Tester:





State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of  
Environmental Quality

Alan Matheson  
Executive Director

DIVISION OF ENVIRONMENTAL  
RESPONSE AND REMEDIATION

Brent H. Everett  
Director

SCANNED

DERR 2017-010586

ERRU-181-17

November 1, 2017

Steve Canning  
State Fleet Operations, State of Utah Fuel Network  
447 West 13800 South  
Draper, Utah 84020

Re: **No Further Action for Underground Storage Tank**  
Monument Valley High School, located at 100 Cougar Lane, Monument Valley, Utah  
Facility Identification No. 5000159

Dear Mr. Canning:

A review of the information submitted in the Closure Notice received on October 23, 2017, for the above-referenced underground storage tank (UST), indicates that contaminant concentrations are below State of Utah cleanup levels (Utah Admin. Code, R311-211-6). No corrective action is currently required at this site for the 10,000 gallon regulated UST.

Corrective action may be needed in the future if contamination is found that exceeds State of Utah cleanup levels. Please contact Gary Harris, the Division of Environmental Response and Remediation Project Manager, at (801) 536-4160.

Sincerely,

Brent H. Everett, Director  
Division of Environmental Response and Remediation

BHE/GAH/cjh

cc: Brady Bradford, Acting Director, Southeastern Utah District Health Department  
Scott Hacking, District Engineer, Utah Department of Environmental Quality

**UNDERGROUND STORAGE TANK PERMANENT CLOSURE NOTICE (rev. 2/1/15)**

FACILITY ID# 5000159

State Use Only	
Date Processed	10-23-17 by G-H
Date Mailed to LHD	
LUST ID#	
Date to LUST Review	

Closure Notice prepared at the request of the owner/operator (identified below) by Aaron Spackman			
of (company name) Spackman Enterprises		Phone # 801-598-7928	
Address P.O. Box 1276	City Centerville	State UT	Zip 84014

FACILITY INFORMATION			
Tank Owner State Fuel Network		Phone # 801-619-7232	
Address P.O. Box 141152	City Salt Lake City	State UT	Zip 84114
Facility Name Monument Valley HS			
Address SR 163	City Monument Valley	State UT	Zip 84536
Contact person Steve Canning			Phone # 801-619-7232
Total number of regulated underground tanks at this site before closure 1			
Total number of regulated underground tanks at this site after closure 0			

**TANKS CLOSED**

Piping Only	Tank #					
<input type="checkbox"/> Please complete for each tank	1					
Type (Steel, FRP, etc.)	Line Steel					
Date Installed	03/04/1982					
Capacity (Gallons)	10000					
Substance stored*	Diesel					
Date last operated	07/24/17					
Date Closed	07/25/17					
Removed/In Place/ Change in Service (CIS)?	Removed					

\*Indicate the specific substance stored in each tank to be closed (regular, unleaded, diesel, waste oil, etc.)

TANK REMOVER Name Aaron Spackman		Cert. # TR0436	Exp. Date 04/01/19
Company Spackman Enterprises		Phone # 801-598-7928	
Address P.O. Box 1276	City Centerville	State UT	Zip 84014
SOIL/GROUNDWATER SAMPLER Name Aaron Spackman		Cert. # GS1738	Exp. Date 02/15/19
Company Spackman Enterprises		Phone # 801-598-7928	
Address P.O. Box 1276	City Centerville	State UT	Zip 84014

**CLOSURE INFORMATION**

Fuel was emptied <input checked="" type="checkbox"/>	Sludge was removed <input checked="" type="checkbox"/>	Tank was cleaned <input checked="" type="checkbox"/>
Tank was: Purged <input type="checkbox"/> Inerted <input checked="" type="checkbox"/>	Method Used: Dry Ice	
Location of Closure Records: DERR UTAH		
For In-Place Closure: tanks filled with:		
For Change-In-Service: Substance to be stored:		

# DISPOSAL SITES USED

	Location Name	Contact Name	Phone #	Date	Amount
Tank(s)	C & S Thinning and Wood	Scott	435-678-3494	07/25/17	Tank #1
Product From Tank(s)	Sump and Trap Cleaning	Shane Adolfe	801-595-8151	07/24/17	315
Contaminated Water From Tank Cleaning	Sump and Trap Cleaning	Shane Adolfe	801-595-8151	07/18/17	Same
Sludge	Sump and Trap Cleaning	Shane Adolfe	801-595-8151	07/18/17	Same
Contaminated Water From Excavation	N/A				
Contaminated Soil	N/A				

## SITE ASSESSMENT

Complete the Facility Site Plat (Closure Notice) and Sample Information Table (Closure Notice) on pages 3 and 4 to show the locations, depths, and other information on all soil/groundwater samples taken for closure. The samples must be consistently identified by sample ID # on the site plat, table, and lab analysis report.

☒ Completed Facility Site Plat (Closure Notice) is attached.

The following must be included (enter the distance, and direction (N,S,E,W) from the area of contamination or, where applicable, use OH for overhead, NP for not present):

NP Water Line NP Sewer Line NP Natural Gas NP Storm Drain NP Telephone NPElectrical NP Property Line NP Buildings

☒ Completed Sample Information Table (Closure Notice) is attached.

☒ Certified lab analytical environmental sample results are attached.

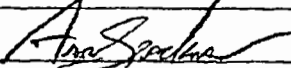
☒ Unified Soil Classification (USC) sample results are attached.

☒ Chain of Custody form is attached.

Samples were properly: ☒ Collected ☒ Labeled ☒ Packaged ☒ Transported

☒ Samples were in sight of the person in custody at all times or in a secured locked place.

I certify under penalty of law that the closure site assessment at this facility was conducted in accordance with 40 CFR 280.52, 40 CFR 280.72, and R311-205 U.A.C., and that any additional samples required by 40 CFR 280.52, 40 CFR 280.72 and R311-205-2(a)(1) were properly collected.

Signature of Certified Groundwater/Soil Sampler 	
Full name of Certified Sampler Aaron A. Spackman	Date 08/04/17

If contamination at the facility is confirmed, any person providing remedial assistance for a fee must be a Certified UST Consultant. The Certified UST Consultant providing assistance is:

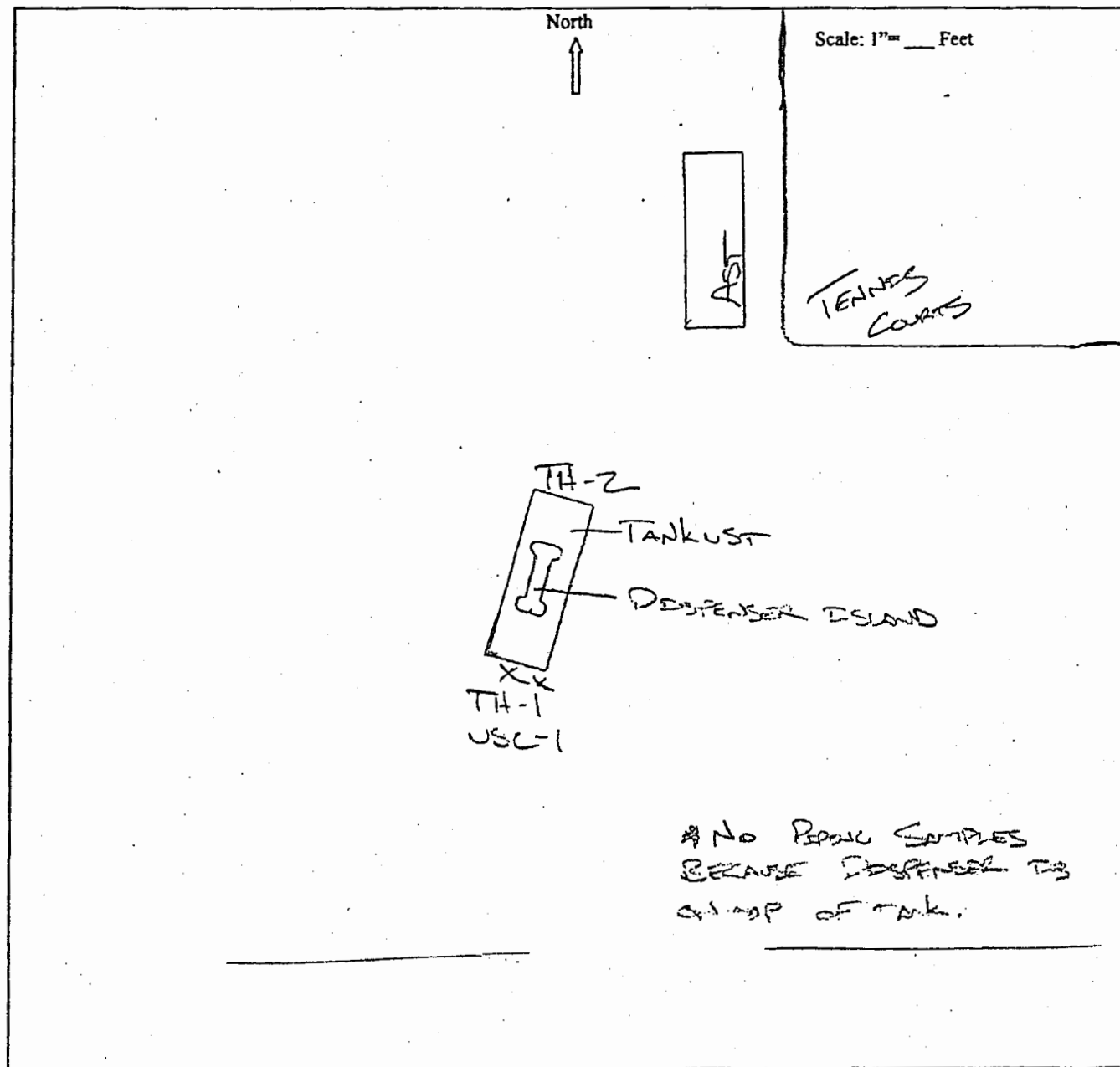
## CERTIFIED UST CONSULTANT

Name		Cert. #CC	Exp. Date
Company		Address	
City	State	Zip	Phone #

Please explain any unusual circumstances that occurred during the site assessment or closure:

### Facility Site Plat (Closure Notice)

The site plat must be drawn to an appropriate identified scale. It must show planned sampling locations, substances stored in tanks, and other relevant information. Tank and sample identification numbers must be consistent with the information given on p. 1 and 4 of the Closure Notice.



Facility ID: 5000159

Drawn By: Aaron Spackman

Date: 08/04/17

X = Sample locations (SS-#, WS-#, USC-#)

O = Monitoring Wells (MW-#)

□ = Soil boring (SB-#) or Geoprobe Boring (GP-#)

● = Water Wells (domestic, livestock, etc.)

Slope of Surface Topography: (N,NW,W,SW,S,SE,E,NE)

Land Use At Site: ☐ Residential ☐ Commercial ☐ Industrial

Surrounding Land: ☐ Residential ☐ Commercial ☐ Industrial

Site Plat Must Indicate Actual Locations Of:

✓ Current & former tanks, piping & dispensers

✓ Location of all samples to be taken

✓ Buildings, fences, & property boundaries

✓ Utility conduits (sewers, gas, water, storm drains, electrical, etc.)

✓ Depth to groundwater (if encountered)

✓ Excavations, GW monitoring wells & soil stockpiles

Complete table for all samples that were taken for closure. Sample ID numbers on the table must be consistent with the sample ID numbers given on the site plat and in the lab analysis report.

[illegible]

- 1 Soil (SS), Groundwater (GW), or Unified Soil Classification (USC).
- 2 Final depth (in feet) below grade at which samples were taken.
- 3 Contaminant compound(s) analyzed for each sample (TPH, BTEXN, O&G, etc).
- 4 Appropriate analysis methods for contaminant compound(s) in each sample

State Certified Laboratory used American West Analytical Laboratory			
Address 3440 S. 700 W.		City Salt Lake City	State UT Zip 84119
Contact Person Pat Noteboom			Phone # 801-263-8686

I certify under penalty of law that I am the Owner of the tank(s) described above and that I am familiar with the information on this form and that it is true, accurate and complete and further, that the procedures described herein were followed during tank closure.

Signature of tank owner

Full Name of tank owner

Date 08/04/17

Return completed Closure Notice form, Facility Site Plat and Sample Information Table, Soil/Groundwater sample lab analysis results, USC sample results, and Chain of Custody form within 90 days of UST Closure to:

**Mailing Address**  
State of Utah Dept. of Environmental Quality  
DERR / UST Section  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Street Address  
Multi Agency State Office Building  
195 North 1950 West (First Floor)  
Salt Lake City, Utah 84116





Aaron Spackman  
Spackman Enterprises, LLC  
1125 West 650 North, #6  
Centerville, UT 84014  
TEL: (801) 294-9180

RE: Monument Valley High School

Dear Aaron Spackman:

Lab Set ID: 1707550

3440 South 700 West  
Salt Lake City, UT 84119

American West Analytical Laboratories received sample(s) on 7/26/2017 for the analyses presented in the following report.

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

American West Analytical Laboratories (AWAL) is accredited by The National Environmental Laboratory Accreditation Program (NELAP) in Utah and Texas; and is state accredited in Colorado, Idaho, New Mexico, Wyoming, and Missouri.

All analyses were performed in accordance to the NELAP protocols unless noted otherwise. Accreditation scope documents are available upon request. If you have any questions or concerns regarding this report please feel free to call.

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

The abbreviation "Surr" found in organic reports indicates a surrogate compound that is intentionally added by the laboratory to determine sample injection, extraction, and/or purging efficiency. The "Reporting Limit" found on the report is equivalent to the practical quantitation limit (PQL). This is the minimum concentration that can be reported by the method referenced and the sample matrix. The reporting limit must not be confused with any regulatory limit. Analytical results are reported to three significant figures for quality control and calculation purposes.

Thank You,

Kyle F. Gross	Digitally signed
	by Kyle F. Gross
	Date:
	2017.08.02 08:54:55 -06'00'

Approved by:

Laboratory Director or designee



## INORGANIC ANALYTICAL REPORT

Client: Spackman Enterprises, LLC  
Project: Monument Valley High School  
Lab Sample ID: 1707550-003  
Client Sample ID: USC-1 13'  
Collection Date: 7/25/2017 830h  
Received Date: 7/26/2017 1630h

Contact: Aaron Spackman

3440 South 700 West  
Salt Lake City, UT 84119

Compound	Date Analyzed	Method Used	Analytical Result	Qual
Unified Soil Classification	7/28/2017 1310h	ASTM-D2844-84	SW-SM - Well graded sand w/ silt	

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Spackman Enterprises, LLC  
Project: Monument Valley High School  
Lab Sample ID: 1707550-001B  
Client Sample ID: TH-1 13'  
Collection Date: 7/25/2017 835h  
Received Date: 7/26/2017 1630h

Contact: Aaron Spackman

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 7/27/2017 1003h      Extracted: 7/26/2017 1654h  
Units: mg/kg-dry      Dilution Factor: 1      Method: SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual		
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	22.4	< 22.4			
Surrogate	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene	460-00-4	18.9	37.39	50.5	10-122	

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Spackman Enterprises, LLC  
Project: Monument Valley High School  
Lab Sample ID: 1707550-002B  
Client Sample ID: TH-2 13'  
Collection Date: 7/25/2017 820h  
Received Date: 7/26/2017 1630h

Contact: Aaron Spackman

Test Code: 8015-S-TPH-3546

### Analytical Results

TPH-DRO (C10-C28) by Method 8015D/3546

Analyzed: 7/27/2017 1022h Extracted: 7/26/2017 1654h

Units: mg/kg-dry

Dilution Factor: 1

Method: SW8015D

3440 South 700 West  
Salt Lake City, UT 84119

Compound	CAS Number	Reporting Limit	Analytical Result	Qual		
Diesel Range Organics (DRO) (C10-C28)	68476-34-6	22.4	< 22.4			
Surrogate	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 4-Bromofluorobenzene	460-00-4	19.0	37.37	50.8	10-122	

Phone: (801) 263-8686

Toll Free: (888) 263-8686

Fax: (801) 263-8687

e-mail: awal@awal-labs.com

web: www.awal-labs.com

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

Client: Spackman Enterprises, LLC  
Project: Monument Valley High School  
Lab Sample ID: 1707550-001A  
Client Sample ID: TH-1 13'  
Collection Date: 7/25/2017 835h  
Received Date: 7/26/2017 1630h

Contact: Aaron Spackman

Test Code: 8260-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260C

Analyzed: 7/26/2017 1834h

Units: mg/kg-dry

Dilution Factor: 2.43

Method: SW8260C

3440 South 700 West  
Salt Lake City, UT 84119

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00273	< 0.00273	
Ethylbenzene	100-41-4	0.00546	< 0.00546	
Methyl tert-butyl ether	1634-04-4	0.00546	< 0.00546	
Naphthalene	91-20-3	0.00546	< 0.00546	
Toluene	108-88-3	0.00546	< 0.00546	
TPH C6-C10 (GRO)		0.0546	< 0.0546	
Xylenes, Total	1330-20-7	0.00546	< 0.00546	

Surrogate	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4	17060-07-0	0.150	0.1364	110	51-170	
Surr: 4-Bromofluorobenzene	460-00-4	0.144	0.1364	106	60-144	
Surr: Dibromofluoromethane	1868-53-7	0.140	0.1364	103	50-135	
Surr: Toluene-d8	2037-26-5	0.144	0.1364	105	50-140	

Sampling and analytical preparation performed by method 5030C modified for analysis of soil samples collected in 2 or 4 oz jars.

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer



## ORGANIC ANALYTICAL REPORT

**Client:** Spackman Enterprises, LLC  
**Project:** Monument Valley High School  
**Lab Sample ID:** 1707550-002A  
**Client Sample ID:** TH-2 13'  
**Collection Date:** 7/25/2017 820h  
**Received Date:** 7/26/2017 1630h

**Contact:** Aaron Spackman

**Test Code:** 8260-S-PPM

### Analytical Results

VOAs MBTEXN/GRO by GC/MS Method 8260C

**Analyzed:** 7/26/2017 1855h

**Units:** mg/kg-dry

**Dilution Factor:** 2.51

**Method:** SW8260C

3440 South 700 West

Salt Lake City, UT 84119

Phone: (801) 263-8686

Toll Free: (888) 263-8686

Fax: (801) 263-8687

e-mail: awal@awal-labs.com

web: www.awal-labs.com

Compound	CAS Number	Reporting Limit	Analytical Result	Qual
Benzene	71-43-2	0.00282	< 0.00282	
Ethylbenzene	100-41-4	0.00564	< 0.00564	
Methyl tert-butyl ether	1634-04-4	0.00564	< 0.00564	
Naphthalene	91-20-3	0.00564	< 0.00564	
Toluene	108-88-3	0.00564	< 0.00564	
TPH C6-C10 (GRO)		0.0564	< 0.0564	
Xylcnes, Total	1330-20-7	0.00564	< 0.00564	

Surrogate	CAS	Result	Amount Spiked	% REC	Limits	Qual
Surr: 1,2-Dichloroethane-d4	17060-07-0	0.154	0.1410	109	51-170	
Surr: 4-Bromofluorobenzene	460-00-4	0.146	0.1410	104	60-144	
Surr: Dibromofluoromethane	1868-53-7	0.140	0.1410	99.3	50-135	
Surr: Toluene-d8	2037-26-5	0.152	0.1410	108	50-140	

Kyle F. Gross  
Laboratory Director

Jose Rocha  
QA Officer

*Sampling and analytical preparation performed by method 5030C, modified for analysis of soil samples collected in 2 or 4 oz jars*

**Rpt Emailed:**



## WORK ORDER SUMMARY

**Work Order: 1707550**

**Page 1 of 1**

**Client:** Spackman Enterprises, LLC

**Contact:** Aaron Spackman

**Client ID:** SPA100

**Client ID:** SPA100  
**Project:** Monument Valley High School

**WO Type: Standard**

QC Level: I

Sample ID	Client Sample ID	Collected Date	Received Date	Test Code	Matrix	Sol Storage
1707550-001A	TPH-1 13'	7/25/2017 0835h	7/26/2017 1630h	8260-S-PPM Test Group: 8260-S-MBTXN/CRO; # of Analytes: 7 / # of Surr: 4	Soil	VOC/Hdge
1707550-001B				3546-TPH-PR 8015-S-TPH-3546 Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1		Walkin-TPH
				PMOIST		Walkin-TPH
1707550-002A	TH-2 13'	7/25/2017 0820h	7/26/2017 1630h	8260-S-PPM Test Group: 8260-S-MBTXN/CRO; # of Analytes: 7 / # of Surr: 4	Soil	VOC/Hdge
1707550-002B				3546-TPH-PR 8015-S-TPH-3546 Test Group: 8015-S-TPH-3546; # of Analytes: 1 / # of Surr: 1		Walkin-TPH
				PMOIST		Walkin-TPH
1707550-003A	USC-1 13'	7/25/2017 0830h	7/26/2017 1630h	USC-2488-84	Soil	DF-USC

**UNDERGROUND STORAGE TANK CLOSURE PLAN (rev. 7/13)**FACILITY ID# 5000159

LHD USE ONLY
Date Received
Reviewer
Date LHD Approved
Date mailed to State

STATE USE ONLY
Date Received
Date Mailed to LHD
Date Received From LHD
Reviewer/Date Approved
Mgr. Review/Date

Closure Plan prepared at the request of the owner/operator (identified below) by <b>Aaron Spackman</b>			
of (company name) <b>Spackman Enterprises</b>		Phone # <b>801-598-7928</b>	
Address <b>P.O. Box 1276</b>	City <b>Centerville</b>	State <b>UT</b>	Zip <b>84014</b>

A Contractor may prepare this Closure Plan as the owner/operator's agent. In preparing the Closure Plan, the Contractor must act with the owner/operator's knowledge and approval. The owner/operator must sign the Closure Plan. **Submit Closure Plan to: DERR/UST, P.O. Box 144840, Salt Lake City, Utah, 84114-4840**

This Closure Plan is submitted in compliance with the requirements contained in 40 CFR 280 Subpart G and R311-204 (U.A.C.)

FACILITY INFORMATION			
Tank Owner <b>State Fuel Network</b>		Phone # <b>801-619-7232</b>	
Address <b>Po Box 141152</b>	City <b>Salt Lake City</b>	State <b>UT</b>	Zip <b>84114</b>
Facility Name <b>Monument Valley HS</b>			
Address <b>SR 163</b>	City <b>Monument Val</b>	State <b>UT</b>	Zip <b>84536</b>
Contact person <b>Steve Canning</b>		Phone # <b>801-619-7232</b>	
Total number of regulated underground tanks at this site <b>1</b>			
Total number of regulated underground tanks at this site to be closed <b>1</b>			

Piping closure only <input type="checkbox"/>	Tank #					
	1					
Tank Type (Steel, FRP, etc.)	Lined Steel					
Piping Type (Steel, FRP, etc.)	FRP					
Date Installed	03/04/1982					
Capacity	10000					
Substance stored*	Diesel					
Date last operated	Currently					
Removal/In Place/Change in Service (CIS)?	Removed					

\*Indicate the specific substance stored in each tank to be closed (gasoline, diesel, new oil, waste oil, etc.)

**For waste oil tanks:** Have degreasing or other types of solvents been stored or mixed with the waste oil?

Yes (identify if known) \_\_\_\_\_

No ☐

Not Known ☐

Analysis for lead or other contaminants may be required prior to disposal of contaminated soil or other material. (Check with your disposal facility.)



TANK REMOVER Name Aaron A. Spackman		Cert. # TR0436	Exp. Date 04/1/2017
Company Spackman Enterprises		Phone # 801-598-7928	
Address PO Box 1276	City Centerville	State UT	Zip 84014
SOIL/GROUNDWATER SAMPLER Name Aaron A. Spackman		Cert. # GS1738	Exp. Date 02/15/2019
Company Spackman Enterprises		Phone # 801-598-7928	
Address Po Box 1276	City Centerville	State UT	Zip 84014

Before the closure plan is submitted for approval, the local health and fire departments where the facility is located must be contacted.

CONTACT LOCAL HEALTH DISTRICT: Name of Dist. DERR		Date 3/16/17	
Contact Gary Harris	Title Env Scientist	Phone# 801-536-4138	
CONTACT LOCAL FIRE DEPT. Name of Dept. San Juan County Fire		Date 06/09/17	
Contact Rick Bailey	Title Fire Marshall	Phone# 435-587-3225	
<b>DISPOSAL INFORMATION</b>			
Tank(s) will be disposed at: Facility C.S. Thinning and Recycling			
Address 1254 North Grayson Parkway	City Blanding	State UT	Zip 84511
Contact person Scott Marion	Phone# 435-678-3494		
Product lines will either be: <input checked="" type="checkbox"/> removed or <input type="checkbox"/> cleaned, secured in place, and capped.			
Vent lines will either be: <input checked="" type="checkbox"/> removed or <input type="checkbox"/> cleaned and secured open.			
Piping will be disposed at: Facility San Juan County Landfill			
Address US-191	City Blanding	State UT	Zip 84511
Contact person Scale	Phone# 435-678-3070		
Tank(s) will be emptied by: company Sump & Trap Cleaning			Phone# 801-595-8151
Tank(s) will be cleaned by: company Sump & Trap Cleaning			Phone# 801-595-8151
Contaminated water in the tank/rinsate will be disposed at: Facility Sump & Trap Cleaning			
Contact person Shane Adolfe	Phone# 801-595-8151		
Tank(s) will be: <input type="checkbox"/> purged or <input checked="" type="checkbox"/> rendered inert by the following method: Dry Ice			
Residual sludges will be disposed at the following facility: Sump & Trap Cleaning			
Address 618 S. 4050 W	City Salt Lake City	State UT	Zip 84104
Contact person Shane Adolfe	Phone# 801-595-8151		

<b>FOR CLOSURE IN PLACE ONLY</b>			
For this closure method, you are subject to the requirements of UAC R315-302-2(6), which requires annotating the property title and submitting documentation to the Division of Solid and Hazardous Waste (DSHW). For information on how to comply with these requirements, contact the DSHW Solid Waste Landfills Section Manager at (801) 536-0200.			
<input type="checkbox"/> Approval for in-place closure has been granted by the Local Fire Department. (Must submit approval in writing with Closure Plan)			
Fire Dept.	Phone#	Contact person	Date
<input type="checkbox"/> Approval for in-place closure has been granted by the Local Health Department.			
Health Dept.	Phone#	Contact person	Date

Substance to be used to fill tanks:

# SITE ASSESSMENT

A site assessment must be performed for all UST closures and change-in-service. Site assessments must be performed as outlined in 40 CFR 80.72 and R311-205 (U.A.C.). If contamination is suspected, additional samples must be collected at the location where contamination is most likely to be present. If groundwater is encountered, a soil sample must be collected, in the unsaturated zone, in addition to each groundwater sample. Soil and groundwater samples must be analyzed for the compounds shown in the following table, using appropriate lab methods.

Substance or Product Type	Contaminant Compounds to be Analyzed for Each Substance or Product Type	ANALYTICAL METHODS <sup>1</sup>
		Soil, Groundwater or Surface Water
Gasoline	Total Petroleum Hydrocarbons ( <u>purgeable</u> TPH as gasoline range organics C <sub>6</sub> - C <sub>10</sub> )	EPA 8015 <u>or</u> EPA 8260
	Benzene, Toluene, Ethyl benzene, Xylenes, Naphthalene, (BTEXN) and MTBE	EPA 8021 <u>or</u> EPA 8260
Diesel	Total Petroleum Hydrocarbons ( <u>extractable</u> TPH as diesel range organics C <sub>10</sub> - C <sub>28</sub> )	EPA 8015
	Benzene, Toluene, Ethyl benzene, Xylenes, and Naphthalene (BTEXN)	EPA 8021 <u>or</u> EPA 8260
Used Oil	Oil and Grease (O&G) or Total Recoverable Petroleum Hydrocarbons (TRPH)	EPA 1664 <u>or</u> EPA 1664 (SGT*)
	Benzene, Toluene, Ethyl benzene, Xylenes, Naphthalene (BTEXN) & MTBE; <u>and</u> Halogenated Volatile Organic Compounds (VOX)	EPA 8021 <u>or</u> EPA 8260
New Oil	Oil and Grease (O&G) or Total Recoverable Petroleum Hydrocarbons (TRPH)	EPA 1664 <u>or</u> EPA 1664 (SGT*)
Other	Type of analyses will be based upon the substance or product stored, and as approved by the DERR Division Director	Method will be based upon the substance or product type
Unknown	Total Petroleum Hydrocarbons ( <u>purgeable</u> TPH as gasoline range organics C <sub>6</sub> - C <sub>10</sub> )	EPA 8015 <u>or</u> EPA 8260
	Total Petroleum Hydrocarbons ( <u>extractable</u> TPH as diesel range organics C <sub>10</sub> - C <sub>28</sub> )	EPA 8015
	Oil and Grease (O&G) or Total Recoverable Petroleum Hydrocarbons (TRPH)	EPA 1664 <u>or</u> EPA 1664 (SGT*)
	Benzene, Toluene, Ethyl benzene, Xylenes, and Naphthalene (BTEXN) and MTBE; <u>and</u> Halogenated Volatile Organic Compounds (VOX)	EPA 8021 <u>or</u> EPA 8260

<sup>1</sup> The following modifications to these certified methods are considered acceptable by the DERR Division Director:

- Dual column confirmation may not be required for TPH and BTEXN/MTBE analysis.
- A micro-extraction or scale-down technique may be used for aqueous samples, but only for the determination of extractable TPH as diesel range organics (C<sub>10</sub> - C<sub>28</sub>).
- Hexane may be used as an extraction solvent.
- \*Silica Gel Treatment (SGT) may be used in the determination of Total Recoverable Petroleum Hydrocarbons.

NOTE: The sample preparation method and any modification(s) to a certified method must be reported by the laboratory.

All materials generated from UST closures must be managed and disposed in a manner that does not place those materials in direct contact with the environment. On-site stockpiling of contaminated soils may be required prior to any soil management activities. *Any person providing remedial assistance for a fee, including aeration and over-excavation (of more than 50 yd<sup>3</sup>), must be a Certified UST Consultant.*

Address 6030 West California Ave.	City Salt Lake City	State UT	Zip 84104
Contact person Ted Sonnenburg	Phone 801-973-2065		

## CONTAMINATION INFORMATION

If contamination at the facility is suspected or confirmed, the information must be reported to the DERR Division Director at (801) 536-4100 within 24 hours. The Division of Water Quality must be notified at (801) 536-4300 if Free Product is encountered or if surface water has been impacted. If contamination is confirmed, any person assisting in the remediation process for a fee must be a Certified UST Consultant.

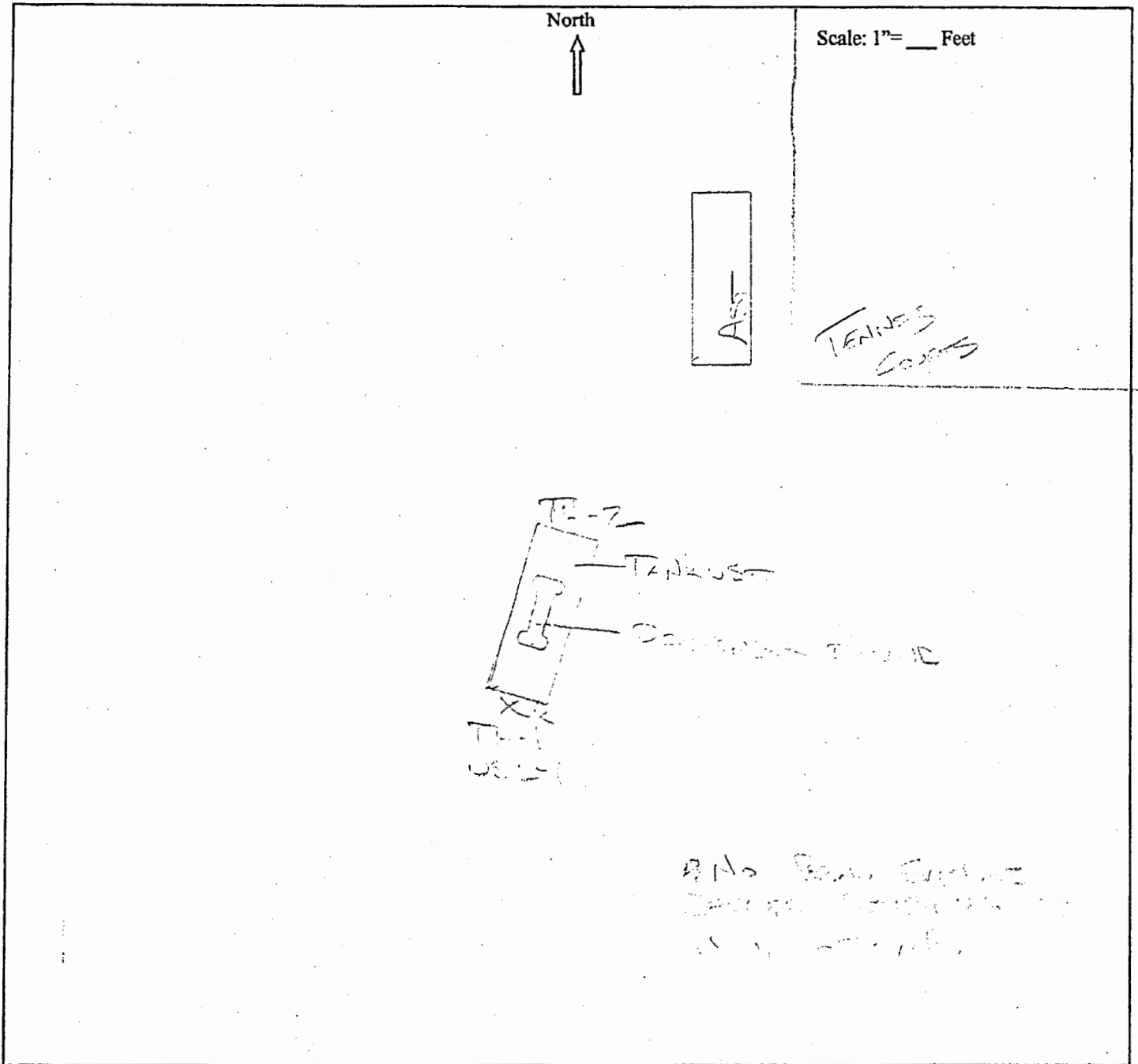
Complete table for all samples to be taken for closure.

[illegible]

4. Appropriate analysis methods for contaminant compound(s) in each sample (from table on p. 3).

### Facility Site Plat (Closure Plan)

The site plat must be drawn to an appropriate identified scale. It must show planned sampling locations, substances stored in tanks, and other relevant information. Tank and sample identification numbers must be consistent with the information given on pages 1 and 4 of the Closure Plan.



Facility ID: 5000159

Drawn By: Aaron Spackman

Date: 06/09/17

X = Sample locations (SS-#, WS-#, USC-#)

• = Monitoring Wells (MW-#)

○ = Soil boring (SB-#), or Geoprobe Boring (GP-#)

■ = Water Wells (domestic, livestock, etc.)

Slope of Surface Topography: (N,NW,W,SW,S,SE,E,NE)

Land Use At Site: ☐ Residential ☐ Commercial ☐ Industrial

Surrounding Land: ☐ Residential ☐ Commercial ☐ Industrial

Site Plat Must Indicate Approximate Locations of:

-Current & former tanks, piping & dispensers

-Location of all samples to be taken

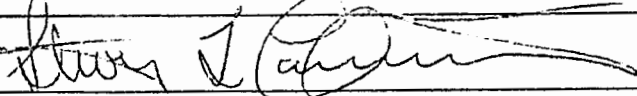
-Buildings, fences, & property boundaries

-Utility conduits (sewers, gas, water, storm drains, electrical, etc.)

Approximate depth to groundwater in the vicinity of the tanks:    feet.			
Regional groundwater flow direction:			
State Certified Laboratory to be used: American West Analytical Laboratory			
Address 3440 S 700 W	City Salt Lake City	State UT	Zip 84119
Contact Person Pat Noteboom		Phone 801-263-8686	

Please explain any unusual or extenuating circumstances expected regarding the site assessment or closure:

I certify under penalty of law that I am the owner/operator of the tank(s) referenced above and that I am familiar with the information on this form and that it is true, accurate and complete, and further, that the procedures described herein will be followed during tank closure.

Signature of tank owner 	Date 06/09/17
Full Name of tank owner STEVEN L. CANNON	



## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

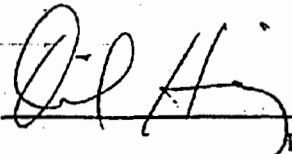
Countersigned by:

  
Authorized Countersignature

Anderson-Oliver Title Insurance Agency, Inc.  
81 E. 100 S.  
Monticello, UT 84535  
(435) 587-3344



  
Frederick H. Eppinger  
President and CEO

  
David Hilsey  
Secretary

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ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment For Title Insurance (7-01-2021)

Page 2 of 4





## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment For Title Insurance (7-01-2021)

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#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is ,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 09, Houston, Texas 77509.

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File No. 10516

ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN  
LAND TITLE  
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.  
Issuing Office: 81 E. 100 S., Monticello, UT 84535  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 10516  
Issuing Office File Number: 10516  
Property Address: All Sec 36 T43S, R15E, SLBM, Monument Valley, UT 84536  
Revision Number: 1

1. **Commitment Date:** September 20, 2022 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**  
(a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**  
Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

RGJ Corporation, a Utah corporation: TRACT A and TRACT B EXCEPT Lots 8 and 9 in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Executive RV, Inc., a Utah corporation: The part of TRACT B which is Lots 8 and 9, GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Utah Navajo Development Council, a Utah non-profit corporation: TRACT C

5. **The Land is described as follows:**  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**STEWART TITLE GUARANTY COMPANY**

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

  
Authorized Countersignature

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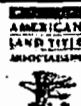
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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

San Juan County, State of Utah:

**TRACT A:**

Township 43 South, Range 15 East, SLM,  
Section 36: ALL

LESS TRACT B and TRACT C

Parcel No for the included tract 43S15E360000

EXCEPTING from the included tract all coal and other minerals

**TRACT B:**

All Land in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Parcel Nos: 001220000000, 001220000010, 001220000020, 001220000030, 001220000040, 001220000050, 001220000060, 001220000070, 001220000080, 001220000090, 001220000100, 001220000110, 001220000120, 001220000130, 001220000140, 001220000150, 001220000160, 001220000170, 001220000180

EXCEPTING all coal and other minerals

**TRACT C:**

Beginning on the North side of a paved road at a point which bears South 1721.42 feet and East 1587.81 feet from the Northwest corner of Section 36, Township 43 South, Range 15 East, SLB&M; and running thence North 15°02'11" West a distance of 71.43 feet to a corner; thence North 80°53'21" East 31.89 feet to a corner; thence North 73°49'53" East 11.99 feet to a corner; thence North 47°48'12" East 155.42 feet to a corner; thence North 76°37'52" East 35.81 feet to a corner; thence East 206.24 feet to a corner; thence South 9°41'38" East 106.65 feet to a corner; thence South 72°15'36" West 100.10 feet to a corner; thence South 5°59'53" West 76.37 feet to a corner on the North side of a paved road; thence Westerly along the North side of the aforesaid approximately 302.00 feet to the point of beginning.

Parcel No. 43S15E364200

EXCEPTING all coal and other minerals

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART I**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: 10516- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Trust Deed sufficient to encumber the fee simple interest or estate to the Proposed Insured in Schedule A, Section 2 b.
6. Reconveyance of Trust Deed(s) in Schedule B, Section 2.
7. Warranty Deed sufficient to convey the fee simple interest to the Proposed Insured in Schedule A.

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File No. 10516

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: 10516- Revision No. 1

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Taxes for the year 2022 are accruing as a lien, not yet due and payable. Taxes for the year 2022 are estimated in the amount of \$407,910.56. Payments toward the 2022 taxes have been made in the amount of \$188,824.00. There are no back taxes.
10. Water rights, claims or title to water, or ditches, whether or not the matters are shown by the public records.

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File No. 10516

UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3





## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

11. Rights to any easement or right of way of the public, to use all such highways as may have been established according to law, over the same or any part thereof, and subject also to all rights of way for ditches, tunnels, and telephone and transmission lines that may have been constructed by the authority of the United States; and reservation to the State of Utah of all coal and other minerals and the right of the State of Utah, or persons authorized by it, the right to prospect for, mine and remove coal and other minerals from the same, upon compliance with the conditions and subject to the limitations of Chapter 107, Session Laws 1919) as amended Session Laws 1921) and amendments thereto, as set forth in the Patent from the State of Utah to Harry T. Goulding dated May 6, 1938 and recorded May 9, 1938 in Book I at page 27.  
The Company makes no representation as to the present ownership of any such Interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Rights to ditches, canals and reservoirs as sets forth in the Patent from the United States of America to the State of Utah dated September 23, 1965 and recorded March 29, 1966 in Book 379 at page 22, Entry No. U-6466.
13. Rights to ditches, canals and reservoirs as sets forth in the Patent from the United States of America to the State of Utah dated November 10, 1965 and recorded June 13, 1966 in Book 381 at page 247, Entry No. U-7584.
14. All easements and rights of way held by San Juan County including, but not limited to, the following:
  - a. From Harry T. Goulding and Leone Goulding dated June 5, 1964 and recorded November 24, 1964 in Book 369 at page 284, Entry No. U-1977;
  - b. From Knox College, a non-profit educational corporation, dated March 26, 1968 and recorded July 10, 1968 in Book 448 at page 186, Entry No. X-3067.
15. Claims that any portion of the land is covered by a public road, street or easement.
16. Access is provided to all of the land as long as all parcels are owned by the same person or entity. There is no insurance for access if all land is not owned by the same owner.
17. All restrictions, conditions, covenants, rights of way, and easements, that are now of record, as referred to in instruments of record including, but not limited to, the following:
  - a. Warranty Deed from RGJ Corporation to Executive RV Inc., dated March 21, 2015 and recorded October 28, 2015 in Book 975 at page 857, Entry No. 125054.
  - b. Warranty Deed from RGJ Corporation to Executive RV Inc., dated March 21, 2015 and recorded October 28, 2015 in Book 975 at page 861, Entry No. 125055.  
This affects Lot 8 and 9 of TRACT B
18. Executive Order of May 17, 1884 relating to the Navajo Reservation a certified copy of which was recorded February 11, 1954 in Book 10 at page 331, Entry No. F-5219.
19. Right of first refusal held by RGJ Corporation, all as referred to in instruments including, but not limited to, the following:
  - a. Quitclaim Gift Deed from RGJ Corporation to San Juan Foundation dated September 24, 1999 and recorded November 30, 1999 in Book 783 at page 412, Entry No. 060201.
  - b. Memorandum of Right of First Refusal between RGJ Corporation and San Juan Foundation dated November 29, 1999 and recorded January 19, 2001 in Book 791 at page 833, Entry No. 062870. (This memorandum refers to a Right of First Refusal Agreement, copies of which are held by each party to the memorandum.)
  - c. Quitclaim Deed from San Juan Foundation to Utah Navajo Development Council dated September 27, 2002

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File No. 10516

UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

and recorded October 7, 2002 in Book 808 at page 708, Entry No. 067260.

d. Memorandum of Right of First Refusal between RGJ Corporation and Utah Navajo Development Council acknowledged September 27, 2002 and recorded October 7, 2002 in Book 808 at page 710, Entry No. 067261. (This memorandum refers to a Right of First Refusal Agreement, copies of which are held by each party to the memorandum.)

This affects TRACT C

20. Letter regarding Waiver of Certain Subdivision Ordinance Requirements for Gouldings Subdivision dated March 8, 2017 and executed by Brad Bunker, PE, PLS and recorded March 27, 2017 in Book 994 at page 362, Entry No. 133545.

This affects TRACT B

21. Narratives, notes, legends, easements, rights-of-way, roads, airport runways and related facilities, and all other provisions and information as set forth in the following plats:

a. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Exterior Boundary Lines" filed March 27, 2017 in Book 994 at page 364, Entry No. 133546.

b. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 2 of 7 (Lots 1-3)" filed March 27, 2017 in Book 994 at page 365, Entry No. 133547.

c. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 3 of 7 (Lots 4-7)" filed March 27, 2017 in Book 994 at page 366, Entry No. 133548.

d. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 4 of 7 (Lots 8-10)" filed March 27, 2017 in Book 994 at page 367, Entry No. 133549.

e. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 5 of 7 (Lot 11)" filed March 27, 2017 in Book 994 at page 368, Entry No. 133550.

f. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 6 of 7 (Lots 12-16)" filed March 27, 2017 in Book 994 at page 369, Entry No. 133551.

g. Entitled "Final Plat Gouldings Subdivision, Within the N1/2 of Section 36, T43S, R15E, SLB&M, Sheet 7 of 7 (Lots 17-18)" filed March 27, 2017 in Book 994 at page 370, Entry No. 133552.

A judgment search was made in the following names and none were found of record except as noted above:

Utah Navajo Development Council

RGJ Corporation

Executive RV, Inc.

**CHAIN OF TITLE:**

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: NONE

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 10516

UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> —For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example; when you <ul style="list-style-type: none"> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 154 seq.).
  - Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-800-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different price or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone** Toll Free at 1-8 -571-9270

**Website** <http://stewart.com/ccpa>

**Email** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
13 0 Post Oak Blvd., Ste. 100, MC 14-1  
Houston, TX 7705

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anderson-Oliver Title Insurance Agency, Inc., and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Anderson-Oliver Title Insurance Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

How often do/does Anderson-Oliver Title Insurance Agency, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Anderson-Oliver Title Insurance Agency, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Anderson-Oliver Title Insurance Agency, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

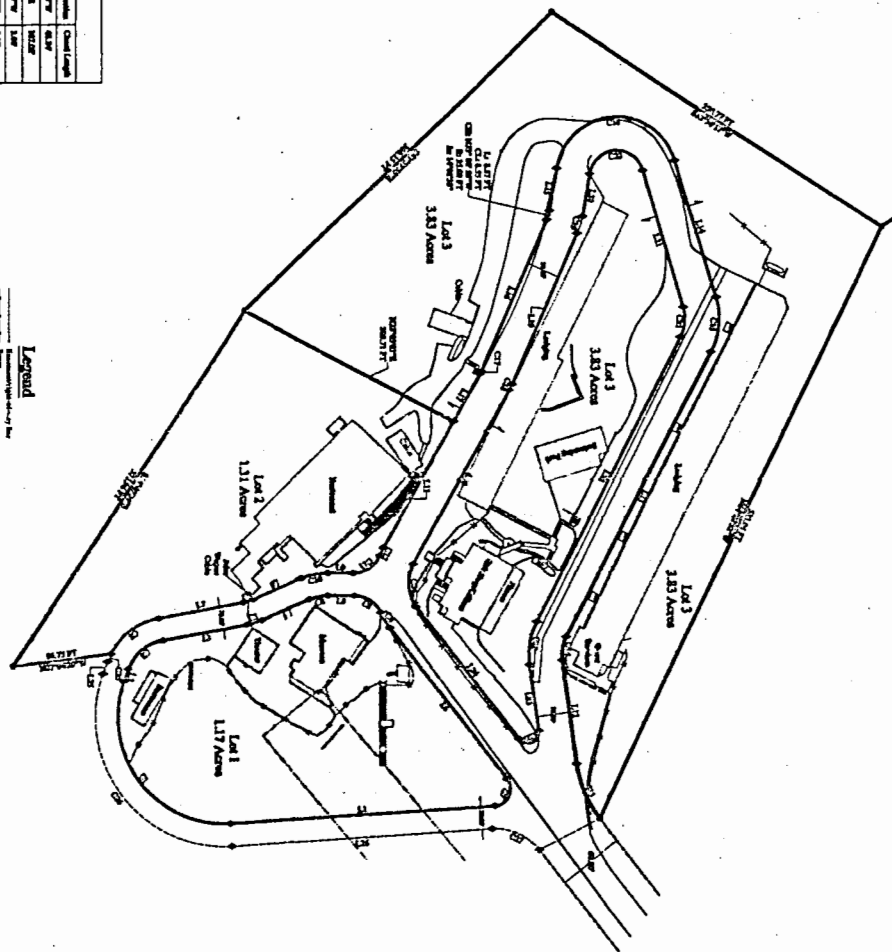
If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 81 E. 100 S., Monticello, UT 84535





**Gouldings Subdivision**

Within the N $\frac{1}{2}$  of Section 36, T43S, R15E, SLB&M  
Sheet 2 of 7 (Lots 1-3)



Lamp Table		Lamp Table	
Lamp	Length	Lamp	Length
L1	22.52	L25	30.68
L2	22.52	L26	30.68
L3	22.52	L27	30.68
L4	22.52	L28	30.68
L5	22.52	L29	30.68
L6	22.52	L30	30.68
L7	22.52	L31	30.68
L8	22.52	L32	30.68
L9	22.52	L33	30.68
L10	22.52	L34	30.68
L11	22.52	L35	30.68
L12	22.52	L36	30.68
L13	22.52	L37	30.68
L14	22.52	L38	30.68
L15	22.52	L39	30.68
L16	22.52	L40	30.68
L17	22.52	L41	30.68
L18	22.52	L42	30.68
L19	22.52	L43	30.68
L20	22.52	L44	30.68
L21	22.52	L45	30.68
L22	22.52	L46	30.68
L23	22.52	L47	30.68
L24	22.52	L48	30.68
L49	30.68	L49	30.68
L50	30.68	L50	30.68

Cane Table					Cane Table				
Count	Length	Radius	Chair Diameter	Chair Length	Count	Length	Radius	Chair Diameter	Chair Length
C1	36.00	15.10	30.00	32.00	C1	36.00	15.10	30.00	32.00
C2	42.00	16.00	30.00	32.00	C2	42.00	16.00	30.00	32.00
C3	48.00	16.00	30.00	32.00	C3	48.00	16.00	30.00	32.00
C4	54.00	16.00	30.00	32.00	C4	54.00	16.00	30.00	32.00
C5	60.00	16.00	30.00	32.00	C5	60.00	16.00	30.00	32.00
C6	66.00	16.00	30.00	32.00	C6	66.00	16.00	30.00	32.00
C7	72.00	16.00	30.00	32.00	C7	72.00	16.00	30.00	32.00
C8	78.00	16.00	30.00	32.00	C8	78.00	16.00	30.00	32.00
C9	84.00	16.00	30.00	32.00	C9	84.00	16.00	30.00	32.00
C10	90.00	16.00	30.00	32.00	C10	90.00	16.00	30.00	32.00
C11	96.00	16.00	30.00	32.00	C11	96.00	16.00	30.00	32.00
C12	102.00	16.00	30.00	32.00	C12	102.00	16.00	30.00	32.00
C13	108.00	16.00	30.00	32.00	C13	108.00	16.00	30.00	32.00
C14	114.00	16.00	30.00	32.00	C14	114.00	16.00	30.00	32.00
C15	120.00	16.00	30.00	32.00	C15	120.00	16.00	30.00	32.00
C16	126.00	16.00	30.00	32.00	C16	126.00	16.00	30.00	32.00
C17	132.00	16.00	30.00	32.00	C17	132.00	16.00	30.00	32.00
C18	138.00	16.00	30.00	32.00	C18	138.00	16.00	30.00	32.00
C19	144.00	16.00	30.00	32.00	C19	144.00	16.00	30.00	32.00
C20	150.00	16.00	30.00	32.00	C20	150.00	16.00	30.00	32.00
C21	156.00	16.00	30.00	32.00	C21	156.00	16.00	30.00	32.00
C22	162.00	16.00	30.00	32.00	C22	162.00	16.00	30.00	32.00
C23	168.00	16.00	30.00	32.00	C23	168.00	16.00	30.00	32.00
C24	174.00	16.00	30.00	32.00	C24	174.00	16.00	30.00	32.00
C25	180.00	16.00	30.00	32.00	C25	180.00	16.00	30.00	32.00
C26	186.00	16.00	30.00	32.00	C26	186.00	16.00	30.00	32.00
C27	192.00	16.00	30.00	32.00	C27	192.00	16.00	30.00	32.00
C28	198.00	16.00	30.00	32.00	C28	198.00	16.00	30.00	32.00
C29	204.00	16.00	30.00	32.00	C29	204.00	16.00	30.00	32.00
C30	210.00	16.00	30.00	32.00	C30	210.00	16.00	30.00	32.00
C31	216.00	16.00	30.00	32.00	C31	216.00	16.00	30.00	32.00
C32	222.00	16.00	30.00	32.00	C32	222.00	16.00	30.00	32.00
C33	228.00	16.00	30.00	32.00	C33	228.00	16.00	30.00	32.00
C34	234.00	16.00	30.00	32.00	C34	234.00	16.00	30.00	32.00
C35	240.00	16.00	30.00	32.00	C35	240.00	16.00	30.00	32.00
C36	246.00	16.00	30.00	32.00	C36	246.00	16.00	30.00	32.00

**Legend**

Environmentally light-colored Bar  
Paving  
.....  
\* Building EAC Structure  
\* Paved segment on bridge  
\* Checkered segment location (not on)  
\* San Francisco Bay area  
\* Paved segment location  
\* Bar color and scale map (U.S. & 1994)



## Surveyor's Certificate

### Surveyor's Certificate

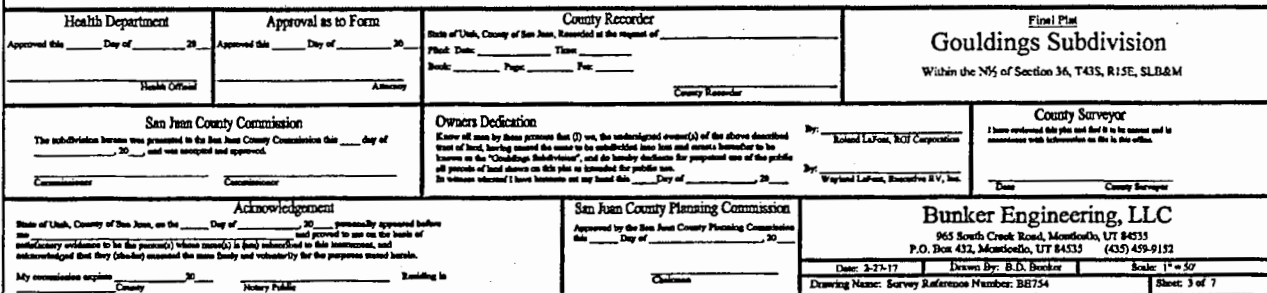
I, Paul D. Smucker, Professional Land Surveyor, Number 47099, hold a license to survey and map in the State of Ohio, and hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Surveyor General's Office, and that the same is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of my office this 15th day of June, 1991.

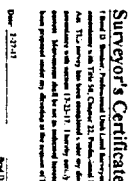
Paul D. Smucker, Professional Land Surveyor

<b>Health Department</b> Approved this _____ Day of _____, 20____		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date _____ Time _____ Book: _____ Page _____ Fee _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M	
<b>San Juan County Commission</b> The subdivision, hereon was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ _____		<b>Owners Declaration</b> I, _____, of _____, do hereby declare that the above described land, being owned by me, is being subdivided into lots and streets hereinafter to be known as the "Gouldings Subdivision", and do hereby dedicate to the public all portions of said streets on this plat as indicated on the plat. In witness whereof I have hereunto set my hand this _____ day of _____, 20____. _____ _____		<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with information on file in this office. _____ _____ Date _____ County Surveyor	
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ day of _____, 20____, personally appeared before me _____, _____, and _____, and were to me the heirs and successors of _____, who presented to me the foregoing plat, and acknowledged that they (plural) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ _____ _____		<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ day of _____, 20____. _____ _____		<b>Bunker Engineering, LLC</b> 945 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 429-6131 Date: 2-27-17 Drawn By: B.D. Swisher Scale: 1" = 50' Darning Mason: Survey Reference Number: 587254 Sheet: 2 of 7	

Cavity Table				
Wave	Length	Radius	Height	Band Edge
C20	31.27	10.00	100.07199	91.68
C19	31.27	10.00	100.07199	91.68
C18	31.27	10.00	100.07199	91.68
C17	31.27	10.00	100.07199	91.68
C16	31.27	10.00	100.07199	91.68
C15	31.27	10.00	100.07199	91.68
C14	31.27	10.00	100.07199	91.68
C13	31.27	10.00	100.07199	91.68
C12	31.27	10.00	100.07199	91.68
C11	31.27	10.00	100.07199	91.68
C10	31.27	10.00	100.07199	91.68
C9	31.27	10.00	100.07199	91.68
C8	31.27	10.00	100.07199	91.68
C7	31.27	10.00	100.07199	91.68
C6	31.27	10.00	100.07199	91.68
C5	31.27	10.00	100.07199	91.68
C4	31.27	10.00	100.07199	91.68
C3	31.27	10.00	100.07199	91.68
C2	31.27	10.00	100.07199	91.68
C1	31.27	10.00	100.07199	91.68

[illegible]

Line	Length	Distance
L10	51.13	1067.913727m
L11	72.68	1068.771777m
L12	64.61	1069.413727m
L13	66.61	1070.055677m
L14	61.18	1070.697627m
L15	56.97	1071.339577m
L16	117.28	1072.507627m
L17	117.28	1073.675677m
L18	90.82	1074.843727m
L19	61.18	1075.485677m
L20	62.61	1076.127627m
L21	72.68	1076.769577m
L22	55.13	1077.411527m
L23	56.61	1078.053477m
L24	121	1078.695427m
L25	77.64	1079.337377m
L26	64.61	1079.979327m
L27	66.61	1080.621277m
L28	61.18	1081.263227m
L29	56.97	1081.905177m
L30	51.13	1082.547127m
L31	56.61	1083.189077m
L32	61.18	1083.831027m
L33	66.61	1084.472977m
L34	61.18	1085.114927m
L35	56.97	1085.756877m
L36	51.13	1086.398827m
L37	56.61	1087.040777m



Curve Table			
Curve #	Length	Area	Cent. Length
C1	4.27	11.86	4.08
C2	10.17	36.77	9.54
C3	16.37	63.79	15.72
C4	18.97	87.73	18.42
C5	14.98	69.71	14.62
C6	14.97	69.71	14.62
C7	14.97	69.71	14.62
C8	14.97	69.71	14.62
C9	14.97	69.71	14.62
C10	14.97	69.71	14.62
C11	14.97	69.71	14.62
C12	14.97	69.71	14.62
C13	14.97	69.71	14.62
C14	14.97	69.71	14.62
C15	14.97	69.71	14.62
C16	14.97	69.71	14.62
C17	14.97	69.71	14.62
C18	14.97	69.71	14.62
C19	14.97	69.71	14.62
C20	14.97	69.71	14.62
C21	14.97	69.71	14.62
C22	14.97	69.71	14.62
C23	14.97	69.71	14.62
C24	14.97	69.71	14.62
C25	14.97	69.71	14.62
C26	14.97	69.71	14.62
C27	14.97	69.71	14.62
C28	14.97	69.71	14.62
C29	14.97	69.71	14.62
C30	14.97	69.71	14.62
C31	14.97	69.71	14.62
C32	14.97	69.71	14.62
C33	14.97	69.71	14.62
C34	14.97	69.71	14.62
C35	14.97	69.71	14.62
C36	14.97	69.71	14.62
C37	14.97	69.71	14.62
C38	14.97	69.71	14.62
C39	14.97	69.71	14.62
C40	14.97	69.71	14.62
C41	14.97	69.71	14.62
C42	14.97	69.71	14.62
C43	14.97	69.71	14.62
C44	14.97	69.71	14.62
C45	14.97	69.71	14.62
C46	14.97	69.71	14.62
C47	14.97	69.71	14.62
C48	14.97	69.71	14.62
C49	14.97	69.71	14.62
C50	14.97	69.71	14.62
C51	14.97	69.71	14.62
C52	14.97	69.71	14.62
C53	14.97	69.71	14.62
C54	14.97	69.71	14.62
C55	14.97	69.71	14.62
C56	14.97	69.71	14.62
C57	14.97	69.71	14.62
C58	14.97	69.71	14.62
C59	14.97	69.71	14.62
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C61	14.97	69.71	14.62
C62	14.97	69.71	14.62
C63	14.97	69.71	14.62
C64	14.97	69.71	14.62
C65	14.97	69.71	14.62
C66	14.97	69.71	14.62
C67	14.97	69.71	14.62
C68	14.97	69.71	14.62
C69	14.97	69.71	14.62
C70	14.97	69.71	14.62
C71	14.97	69.71	14.62
C72	14.97	69.71	14.62
C73	14.97	69.71	14.62
C74	14.97	69.71	14.62
C75	14.97	69.71	14.62
C76	14.97	69.71	14.62
C77	14.97	69.71	14.62
C78	14.97	69.71	14.62
C79	14.97	69.71	14.62
C80	14.97	69.71	14.62
C81	14.97	69.71	14.62
C82	14.97	69.71	14.62
C83	14.97	69.71	14.62
C84	14.97	69.71	14.62
C85	14.97	69.71	14.62
C86	14.97	69.71	14.62
C87	14.97	69.71	14.62
C88	14.97	69.71	14.62
C89	14.97	69.71	14.62
C90	14.97	69.71	14.62
C91	14.97	69.71	14.62
C92	14.97	69.71	14.62
C93	14.97	69.71	14.62
C94	14.97	69.71	14.62
C95	14.97	69.71	14.62
C96	14.97	69.71	14.62
C97	14.97	69.71	14.62
C98	14.97	69.71	14.62
C99	14.97	69.71	14.62
C100	14.97	69.71	14.62

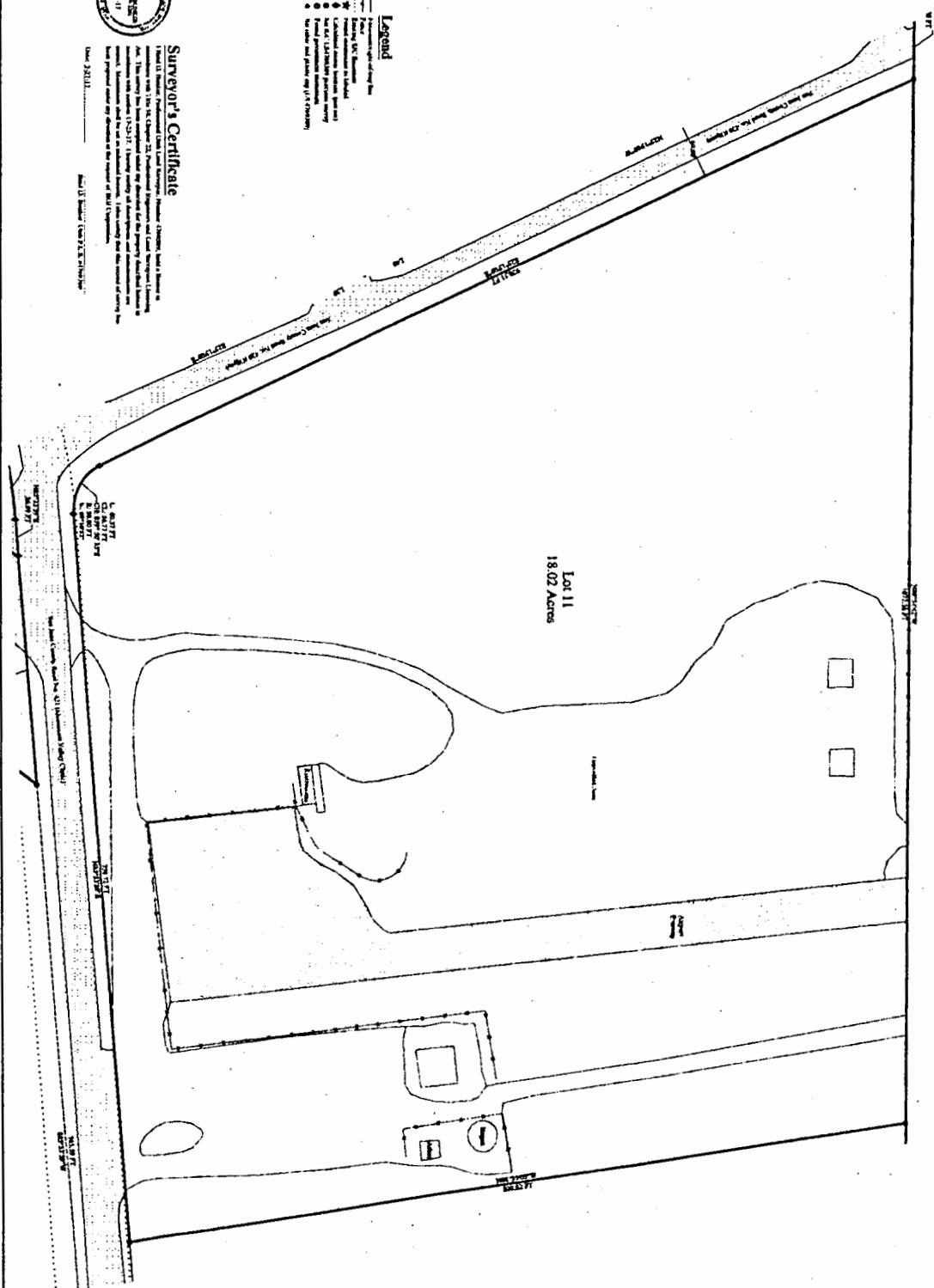
[illegible]



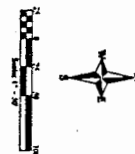
### Surveyor's Certificate

[illegible]

**Printed On Recycled Paper (50% P.C.B. or Higher)**



Final Plat  
**Gouldings Subdivision**  
Within the N½ of Section 36, T43S, R15E, SLB&M  
Sheet 5 of 7 (Lot 11)



<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date _____ Time _____ Book: _____ Page _____ Year _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T4S, R15E, S1B&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission that _____ day of _____, 20____ and was accepted and approved. _____ Commissioner				<b>Owner's Declaration</b> I, the undersigned owner(s) of the above described tract of land, hereby consent to have the subdivision into lots and streets hereinafter to be known as the "Gouldings Subdivision," and do hereby dedicate the proposed use of the public all parcels of land shown on this plat as intended for public use. I solemnly swear that I have hereunto set my hand this _____ Day of _____, 20____		<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with the laws of the State of Utah. _____ Date _____ County Surveyor	
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____ and proved to me on the basis of _____ satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that they (he/she) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ _____ County Clerk				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 459-9152 _____ Date: 2-23-17 Drawn By: B.D. Bunker Scale: 1" = 50' Darning Nease: Survey Reference Number: B27754 Sheet: 5 of 7	

**Gouldings Subdivision**

Within the N $\frac{1}{2}$  of Section 36, T43S, R15E, SLB&M  
Sheet 6 of 7 (Lots 12-16)

Line Table			Curve Table		
Line #	Length	Shadows	Curve #	Length	Shadows
L01	12.00	1077700000	C01	111.67	1077700000
L02	117.00	1077700000	C02	104.14	1077700000
L03	12.00	1077700000	C03	121.68	1077700000
L04	12.00	1077700000	C04	120.00	1077700000
L05	12.00	1077700000	C05	114.00	1077700000
L06	12.00	1077700000	C06	120.00	1077700000
L07	12.00	1077700000	C07	120.00	1077700000
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L09	12.00	1077700000	C09	120.00	1077700000
L10	12.00	1077700000	C10	120.00	1077700000
L11	12.00	1077700000	C11	120.00	1077700000
L12	12.00	1077700000	C12	120.00	1077700000
L13	12.00	1077700000	C13	120.00	1077700000
L14	12.00	1077700000	C14	120.00	1077700000
L15	12.00	1077700000	C15	120.00	1077700000
L16	12.00	1077700000	C16	120.00	1077700000
L17	12.00	1077700000	C17	120.00	1077700000
L18	12.00	1077700000	C18	120.00	1077700000
L19	12.00	1077700000	C19	120.00	1077700000
L20	12.00	1077700000	C20	120.00	1077700000
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L28	12.00	1077700000	C28	120.00	1077700000
L29	12.00	1077700000	C29	120.00	1077700000
L30	12.00	1077700000	C30	120.00	1077700000
L31	12.00	1077700000	C31	120.00	1077700000
L32	12.00	1077700000	C32	120.00	1077700000
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L96	12.00	1077700000	C96	120.00	1077700000
L97	12.00	1077700000	C97	120.00	1077700000
L98	12.00	1077700000	C98	120.00	1077700000
L99	12.00	1077700000	C99	120.00	1077700000
L100	12.00	1077700000	C100	120.00	1077700000

**Legend**

### Surveyor's Certificate

RECEIVED  
JAN 17 1967

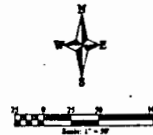
DOI: 10.1002/for

Panel D: Number 1 and P.L. 86-619

### Vicinity Map

<b>Health Department</b> Approved this _____ Day of _____, 20____  Health Official _____		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____  Attorney _____		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed Date: _____ Time: _____ Book: _____ Page: _____ Fee: _____  County Recorder _____		<b>Gouldings Subdivision</b> Within the NE½ of Section 36, T43S, R15E, SLB&M  <div style="text-align: right;">Final Plat</div>	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved.  Commissioner _____ Commissioner _____				<b>Owners Dedication</b> I, owner of said land hereunto then (I), do, the undersigned owner(s) of the above described tract of land, hereby dedicate the same to the subdivided town lots and reserve heretofore to be known as the "Gouldings Subdivision", and do hereby dedicates the permanent use of the public of parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ Day of _____, 20____  By: _____ Robert LaPorte, NG Corporation By: _____ Wayne LaPorte, Executive RV, Inc.  Date _____ County Surveyor _____		<b>County Surveyor</b> I have measured this map and it is to be correct and to conform with information on file in this office.  Date _____ County Surveyor _____	
<b>Acknowledgment</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) indicated by the instrument, and acknowledged that they (she/he) executed the same freely and voluntarily for the purposes stated.  My commission expires _____ County _____ Notary Public _____ Residing in _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____  Chairman _____		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 459-9152  Drawing: B-271-1 Examine By: D.L. Gaudin Scale: 1" = 50' License Number: Survey Reference Number: B87754 Sheet: 6 of 7	

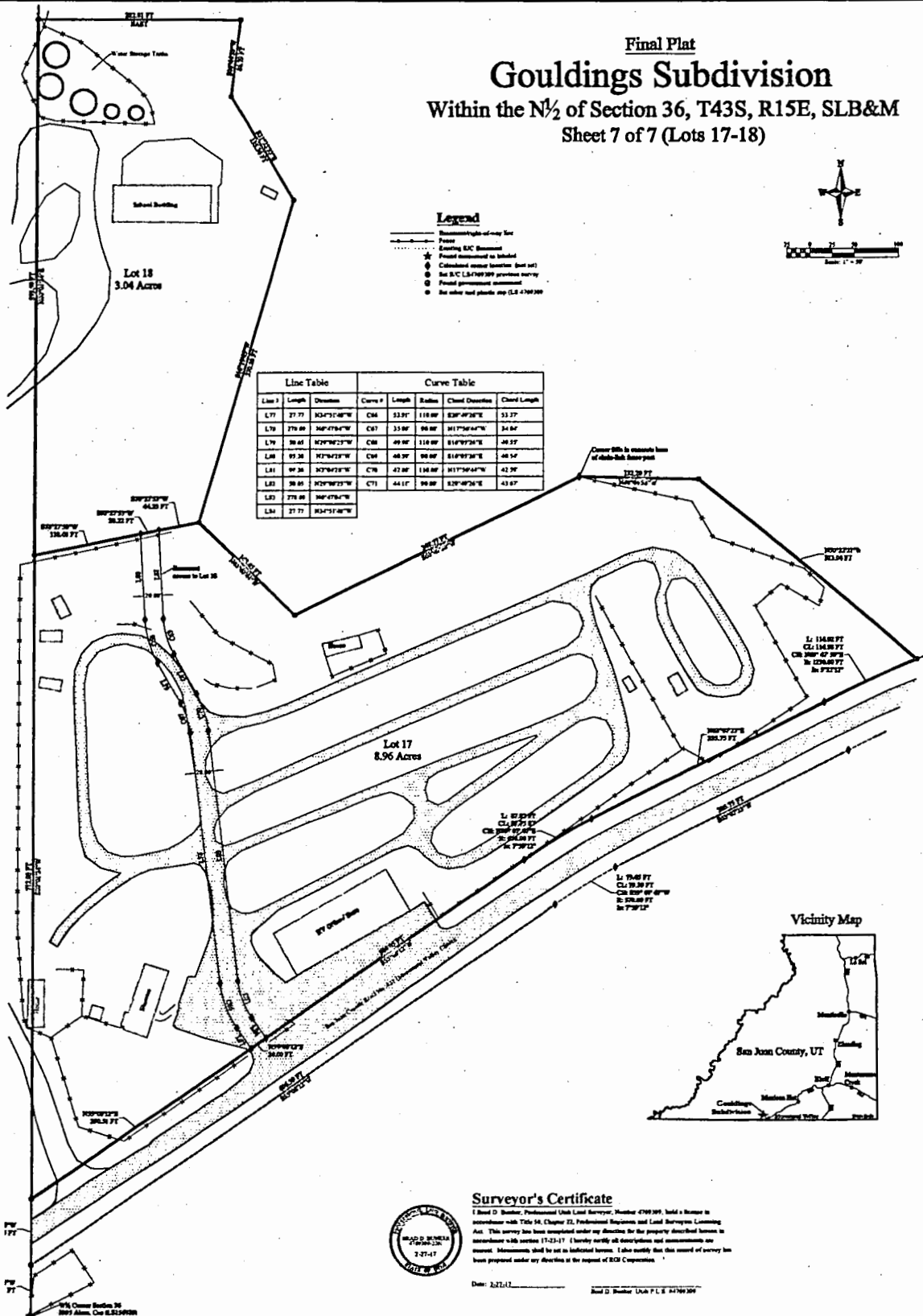
**Final Plat**  
**Gouldings Subdivision**  
 Within the N½ of Section 36, T43S, R15E, SLB&M  
 Sheet 7 of 7 (Lots 17-18)



**Legend**

- Boundary of old survey
- Fence
- Existing E/C Boundary
- Point monument to include
- Calculated corner location (best fit)
- Set E/C L&S/MS/MS previous survey
- Point permanent monument
- Set other not plastic stop (L&S 4760300)

Line Table				Curve Table			
Line #	Length	Direction	Curve #	Length	Radius	Chord Direction	Chord Length
L17	27.77	S64°15'48"W	C66	53.91	110.00	S28°40'28"E	53.27
L18	278.88	S64°47'54"W	C67	33.80	90.00	S17°50'44"W	34.64
L19	38.45	N2°0'0"0"W	C68	49.90	110.00	S18°0'0"0"E	48.57
L20	93.38	N17°0'0"0"W	C69	48.30	90.00	S18°0'0"0"E	48.54
L21	97.38	N17°0'0"0"W	C70	47.88	140.00	S17°50'44"W	47.90
L22	38.85	N17°0'0"0"W	C71	44.17	90.00	S28°40'28"E	43.67
L23	278.88	S64°47'54"W					
L24	27.77	S64°15'48"W					



**Surveyor's Certificate**

I, Bunker Engineering, LLC, Professional Land Surveyor, Number 4760300, hold a license to survey under Title 16, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described herein to conform with the survey 17-23-17. I hereby certify that all descriptions and measurements are correct. Measurements shall be set as indicated herein. I also certify that this survey has been prepared under my direction in the report of B&E Corporation.

Date: 3-27-17

Bunker Engineering, LLC P.L.L.C. 4760300



<b>Health Department</b> Approved this _____ Day of _____, 20____ Health Official _____		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ Attorney _____		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed Date _____ Year _____ Book _____ Page _____ Fee _____ County Recorder _____		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M			
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. Commissioner _____ Commissioner _____				<b>Owners Dedication</b> Know all men by these presents that (I) we, the undersigned owner(s) of the above described tract of land, hereby convey the same to be subdivided into lots and streets hereafter to be known as the "Gouldings Subdivision", and do hereby dedicate the proposed use of the public all parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ day of _____, 20____. By: _____, B&E Corporation By: _____, Bunker Engineering, LLC					
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ day of _____, 20____, personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that they (she/he) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ County _____ Notary Public _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ day of _____, 20____ Chairman _____				<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with information on file in this office. By: _____, County Surveyor	
<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84335 P.O. Box 432, Monticello, UT 84335 (435) 439-9132 Date: 3-27-17 Drawn by: B.D. Bunker Scale: 1" = 50' Drawing Name: Survey Reference Number: B2754 Sheet: 7 of 7									

**From:** Ashley Bailey-Bonner  
**To:** Lavina Lamone  
**Cc:** Tami Knight  
**Subject:** RE: ESA Phase 1 Information Request.  
**Date:** Thursday, September 29, 2022 12:01:37 PM  
**Attachments:** 10516 tax rolls (1) (002).pdf  
2022.09.29 ESA Phase 1 User Questionnaire.pdf

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Lavina,

Please see answers below in red. Please also see attached responses to the Questionnaire for Clients. Some of the information, I do not have and have requested from the current property Owner. I will get you that information as it becomes available to me.

Thank you!

*Ashley Bailey-Bonner*

Project Manager  
Navajo Nation Hospitality Enterprise  
Monument Hospitality  
6677 W. Thunderbird Rd. Ste. J176  
Glendale, AZ 85306  
623-412-0297 – P  
623-412-0654 – F

**From:** Lavina Lamone <lavina.lamone@tiisayah.com>  
**Sent:** Thursday, September 22, 2022 9:54 AM  
**To:** Ashley Bailey-Bonner <ashley@explorenavajo.com>; Katelyn Pang <admin@explorenavajo.com>  
**Cc:** Tami Knight <tknight@envirotech-inc.com>  
**Subject:** ESA Phase 1 Information Request.

Ms Ashely

Good morning.

Attached is the Questionnaire for Clients requesting a Phase I ESA  
TYT is requesting additional information:

- The definitive legal description and property boundary  
Please reference the Surveys plats and title report sent over separately.
- Points of contacts for interviews, property owners, business owners etc  
Point of Contact for interviews is Wayland LaFont. Email: [wayland@gouldings.com](mailto:wayland@gouldings.com) Phone #: 928-255-2640
- Copies of all NEPA reports for the subject properties



This has been requested from the current Property Owner and will be forwarded when received.

- Is the airport strip part of the survey?

Yes, the airstrip is part of the survey.

- In the RFP it states, Subject property includes multiple tax parcels, requesting parcel description and map

Who are the owners of the subject parcels? Is there contact information for the owners?

Please reference the attached tax parcels document. Wayland Lafont is the contact for all entities.

Thank you for your assistance. Please cc Tami Knight in all responses, she will be assisting me.

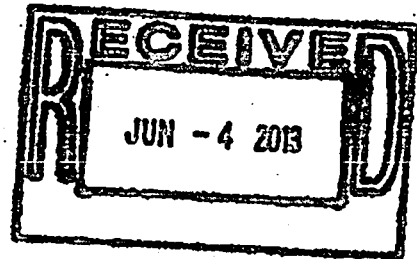
Lavina Lamone  
Principal/Senior Scientist  
Phone: 505-325-6057  
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# Phase I Environmental Site Assessment

The Goulding's Lodge Property  
1000 Main Street  
Monument Valley, Utah

Prepared for:  
RGJ, Inc.

Project No.: 10-5-036  
June 3, 2013



2516-A ADAMS ST., NE  
ALBUQUERQUE, NM 87113  
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CONTACTUS@XEVINYARD.COM

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**EXECUTIVE SUMMARY**

X8e Vinyard was retained by Mr. Wayland LaFont, Vice President of RGJ, Inc., to conduct a Phase I Environmental Site Assessment (ESA) of a property designated as Goulding's Lodge with a street address of 1000 Main Street, Monument Valley, Utah, 84536. The site encompasses a section of land (approximately 634 acres) and land leased from the Navajo Nation. The leased lands include the sewage lagoon complex (approximately 9.395 acres), the landing strip and the hangar building adjacent to the lagoon complex (approximately 24.55 acres), and the Goulding's wells and the water line easement (approximately 9.056 acres). Lands excluded from this report include the Seventh Day Adventist Church, the adjacent building donated to the church that is currently occupied by the Utah Navajo Development Council (approximately 1.7 acres), and the Seventh Day Adventist School (approximately 0.5 acre). The subject property owner of record is RGJ, Inc.

The purpose of the Phase I Environmental Site Assessment is to assess whether Recognized Environmental Conditions (RECs) are present and whether the site has significant potential to be contaminated by petroleum products and/or hazardous substances. To accomplish this, a site reconnaissance and records review was conducted in accordance with ASTM Standard E-1527-05. This report differs from the ASTM Standard primarily in report format.

A review of federal and state environmental information databases indicated the following:

- There are no registered National Priorities List (NPL) sites within a one-mile radius of the parcel or within the parcel.
- There are no proposed NPL sites within a one-mile radius of the parcel or within the parcel.
- There are no registered Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) sites listed within a ½-mile radius of the parcel or within the parcel.
- There are no registered CERCLIS No Further Remedial Action Planned (NFRAP) sites within a ½-mile radius of the parcel or within the parcel.
- There are no registered Corrective Action (CORRACTS) sites listed within a ½-mile radius of the parcel or within the parcel.
- There are no registered Resource Conservation and Recovery Act (RCRA) Treatment, Storage or Disposal (TSD) facilities within a ½-mile radius of the parcel or within the parcel.
- There are no large quantity, small quantity, or conditionally exempt small quantity RCRA generators, within a ¼-mile radius of the parcel or within the parcel.
- The parcel is not listed as a registered Emergency Response Notification System (ERNS) site.

- The parcel is not listed as a registered PCB Activity Database System (PADS) site.
- The parcel is not listed as a registered Toxic Chemical Release Inventory System (TRIS) site.
- There are no registered Superfund Consent Decree sites within a one-mile radius of the parcel or within the parcel.
- There are no registered Record of Decision (ROD) sites within a one-mile radius of the parcel or within the parcel.
- There are no registered Delisted NPL sites within a one-mile radius of the parcel or within the parcel.
- The parcel is not listed as a registered Toxic Substances Control Act (TSCA) site.
- There are no State or Tribal Cleanup Sites (SCS) sites listed within a one-mile radius of the parcel or within the parcel.
- There are no registered Solid Waste Facility (SWF) sites within a 1/2-mile radius of the parcel or within the parcel.
- There are no Leaking Underground Storage Tank (LUST) sites listed within a 1/2-mile radius of the parcel or within the parcel.
- There are two registered UST sites listed within the parcel and none within a 1/4-mile radius outside the parcel.
- There are no registered aboveground storage tank (AST) sites listed within a 1/4-mile radius of the parcel or within the parcel.
- There are 17 unmappable sites in the vicinity of the property. One of the listings is for the Monument Valley Hospital that is now the Utah-Navajo Nation Development Council (UNDC) facility. The UNDC is listed as a UST site.

Based on the information reviewed, the identified registered-UST sites appear to present a limited environmental hazard relative to the subject site. Based on the information reviewed and the conditions observed during the site visit, this assessment observed no Recognized Environmental Conditions in connection with the subject property.

Mr. Wayland LaFont, Vice President RGJ, Inc., Mr. Roland LaFont, President RGJ, Inc., and Mr. Ronnie Biard, Operations Manager for Goulding's Lodge, provided information regarding the property. No data gaps were identified during performance of this Phase I ESA.

No further environmental assessment appears to be warranted at this time.

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## 1.0 INTRODUCTION

This report presents the results of the Phase I Environmental Site Assessment that was conducted by X8e Vinyard for the property designated as Goulding's Lodge with a street address of 1000 Main Street, Monument Valley, Utah, 84536. The site encompasses a section of land (approximately 634 acres) and land leased from the Navajo Nation. The leased lands include the sewage lagoon complex (approximately 9.92 acres), the landing strip and the hangar building adjacent to the lagoon complex (approximately 24.55 acres), and the Goulding's walls and the water line easement (approximately 9.395 acres). Lands excluded from this report include the Seventh Day Adventist Church, the adjacent building donated to the church that is currently occupied by the Utah Navajo Development Council (approximately 1.7 acres), and the Seventh Day Adventist School (approximately 0.5 acre). The subject property owner of record is RGJ, Inc.

The Phase I Environmental Site Assessment is a preliminary investigation to assess whether Recognized Environmental Conditions (RECs) are present, whether the site has significant potential to be contaminated by hazardous substances, and whether further investigation appears warranted. The term "recognized environmental conditions" is defined by ASTM Standard E 1527-05 to mean the presence or likely presence of any hazardous substances or petroleum products on a site under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum product into structures, or ground, or groundwater, or surface water on the site. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimus* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be subject to enforcement action if brought to the attention of appropriate government agencies.

The scope of the investigation includes a site reconnaissance and a records review in accordance with ASTM Standard E-1527-05. This report differs from the ASTM Standard primarily in report format.

The Phase I Environmental Site Assessment included:

- 1) An on-site reconnaissance of the area by an Environmental Professional to determine if significant surface contamination (oil, refuse, etc.) was present. The professional also observed the property immediately surrounding the site to evaluate the probability of off-site contaminants migrating onto the site.
- 2) An evaluation of the site history was conducted by reviewing old topographic maps and aerial photographs of the area to reveal previous site developments that might have generated hazardous waste.

- 3) A review of selected government records was conducted to determine the presence of registered environmental sites, hazardous waste activity, abandoned or inactive waste dumpsites, landfills, and registered underground storage tanks (USTs) or aboveground storage tanks (ASTs) on or near the site.
- 4) Preparation of a report that presents the results of the site reconnaissance and records investigation



## 2.0 SITE DESCRIPTION

The subject property known as Goulding's Lodge consists of 634 gross acres of land found on the U.S.G.S. 7.5-minute Goulding, Utah, quadrangle topographic map. The property is shown as Section 36, Township 43 South, Range 15 East and three parcels of land leased from the Oljeto Chapter Navajo Nation. The first two leased properties are an approximately 9.92-acre parcel occupied by the sewage lagoon complex and the adjacent approximately 24.55-acre airport landing strip with the hangar building complex consisting of the hangar, a pilot's lounge, and an apartment located north of the Goulding's parcel. The third lease property consists two wells located approximately 2.6965 miles south of the Goulding's parcel and the associated water line easement that extends north from the wells to the parcel boundary. The wells and water line easement encompass approximately 9.395 acres. The Goulding's Lodge parcel (Goulding's parcel) is developed with an 81-room hotel, single-family homes, duplexes, fourplexes, and modular units that are rented; an administrative/gift shop building; an indoor pool building; a restaurant; two museum buildings; a theater building; a convenience store/gas station; a self-serve carwash; a grocery store; a laundromat; the southern end of the runway with its parking area for planes; two helicopter landing pads, and a hogan for weaving demonstrations; miscellaneous structures for warehousing, operations and automotive maintenance/machine shop use; a 66-space RV Park/tent campground with an indoor swimming pool/shower facility/store building; a water reservoir enclosure with five storage tanks; and miscellaneous modular buildings such as public restrooms and employee single-family residences.

The legal description for the Goulding's parcel is:

SEC 36 T43S R15E: ALL (LESS): BEGINNING ON THE NORTH SIDE OF A PAVED ROAD AT A POINT WHICH BEARS S 1721.42 FT AND E 1587.81 FT FROM THE NW CORNER OF SEC 36 T43S R15E, SLB&M, AND PROCEEDING FROM SAID POINT N 15°02'11" W A DISTANCE OF 71.43 FT TO A CORNER, THEN N 80°53'21" E A DISTANCE OF 31.89 FT TO A CORNER, THEN N 73°49'53" E A DISTANCE OF 11.99 FT TO A CORNER, THEN N 47°48'12" E A DISTANCE OF 155.42 FT TO A CORNER, THEN N 76°37'52" E A DISTANCE OF 35.81 FT TO A CORNER, THEN E A DISTANCE OF 206.24 FT TO A CORNER, THEN S 9°41'38" E A DISTANCE OF 106.65 FT TO A CORNER, THEN S 72°15'36" W A DISTANCE OF 100.10 FT TO A CORNER, THEN S 5°59'53" W A DISTANCE OF 76.37 FT TO A CORNER ON THE N SIDE OF A PAVED ROAD, THEN WESTERLY ALONG THE N SIDE OF THE AFORESAID ROAD A DISTANCE OF APPROXIMATELY 302.00 FT TO THE POB (634 AC M/L) 43S15E36000. The property can also be identified as San Juan County Assessor's Tax Parcel Number 43S15E350000. The property is zoned A-1 (agricultural). The Gouldings operations are within the conditional use provisions of A-1 zoning.

Within the Goulding's parcel are two facilities that are not included in this assessment. The first is an approximately 1.7-acre parcel that was donated to the Seventh Day Adventists for a small church and a hospital. The hospital was turned over to the Oljeto Chapter of the Navajo Nation in 2008. Since 2008, the hospital has been moved to a new facility near the high school east of the subject property. The building is currently owned and occupied by offices and training facilities for the Utah Navajo Development Council (UNDC). The 1.43-acre strip of land occupied by the UNDC is identified by parcel number 43S15E364200.

The approximately 0.27-acre church site does not appear to have a parcel identification number. The church is operated by the Seventh Day Adventists. The second facility is the Seventh Day Adventist School located on the western parcel boundary approximately 0.23 mile south of the northwest corner of the parcel below the water tank enclosure. The school is situated on approximately 0.5-acre of land that is leased from RGJ, Inc.

The Goulding's parcel is rectangular. The lands surrounding the parcel are essentially undeveloped. The surrounding lands and the scattered home sites belong the Oljeto Chapter of the Navajo Nation. Access to the parcel and to the two leased areas on the north side of the parcel is from Oljeto Road also known as Indian Route 42. Oljeto Road intersects US Highway 163 (US 163) approximately 3 miles east of the parcel. Access to facilities within the parcel is from Indian Route 6410 also known as Rock Door Canyon Drive. Indian Route 6410 runs from the northeast at its intersection with Oljeto Road to the southwest through the parcel and through the geological feature known as The Gap. The parcel boundary is near the west end of The Gap. Access to the wells that are southwest of the property is via Indian Route 6410, 2.7 miles south of the intersection with Oljeto Road, Indian Route 6410 curves to the west. The wells lie 0.75 mile south of this curve and are accessed from a dirt road that originates at the curve and runs south to the wells. The water line easement follows the dirt road north to the curve then follows Indian Route 6410 to west end of the campground where it turns north to the reservoir tank enclosure. The water line is on the Goulding's parcel at the point it turns northwest toward the tank enclosure.

Electrical service to Goulding's is provided by the Navajo Tribal Utility Authority (NTUA) by both overhead and buried lines. According to Mr. LaFont, the transformers were replaced with non-PCB units in the 1990s. The fuel source for gas-fired heating and cooking throughout the complex is propane. There is an 18,000-gallon primary storage tank located on the east side of Indian Road 6410 across from the RV Park and campground. Sacramento Energy supplies propane to the main tank. A Goulding's bobtail truck is used to refill the smaller tanks located throughout the parcel. The smaller tanks include a 500-gallon tank at the machine shop; a 5,000-gallon tank supplying the museums, the restaurant, the single story hotel wing, and two small houses next to the restaurant; a 1,000-gallon underground tank at the airport hangar building; two 1,000-gallon tanks at the laundry; a 500-gallon tank at the warehouse; a 500-gallon tank at the RV park and campground; an underground 1,000-gallon tank at the employee showers by the campground; six 250-gallon tanks for the housing above the UNDC building; a 120-gallon tank at the small trailer on the west side of the campground; a 1,000-gallon tank for the two-story portion of the hotel; a 2,000-gallon tank for the store; and two 1,000-gallon underground tanks at the gas station. Phone service to Goulding's is provided by Frontier and the internal phone system is maintained by Tucker Communications, Inc. Trash service is provided by Navajo Sanitation.

Trash is gathered from Goulding's facilities by Goulding's employees and placed in large transfer bins at the automotive maintenance/machine shop. Navajo Sanitation picks up the bins and hauls the trash to the White Mesa landfill located between Bluff and Blanding, Utah.

Water for the Goulding's operations is provided by two wells (Public Water System Identification Number (PWSID) #NN04900225) located on Oljeto Chapter land southwest of the parcel and piped to two 40,000-gallon storage tanks on the hill above the school. Water

gravity feeds to the Goulding's facilities. There are three other tanks in the compound that service the school, the UNDC building, the housing for the Seventh Day Adventist (SDA) staff and teachers, the church, and the Head Start facility across from the SDA housing. With the exception of the school building, the church, and the UNDC building, the other facilities are not within the Goulding's parcel. The three water tanks are fed by water from two wells known as the Hospital wells (PWSID #NN4900222) west of the Goulding's wells. The two water systems are generally run independently. The tanks are cross-connected for emergency purposes such as well pump failure. The cross-connection is rarely used. The waste water from Goulding's operations, the UNDC building, the church, the school, the SDA housing and west of the Head Start building is piped to a series of four sewage lagoons that lie adjacent to the airport runway. Influent flows into the southern-most lagoon. Evaporation and exposure to sunlight are the primary treatments. Effluent discharge is from the northern-most lagoon on an as-needed basis. When sewage lagoon discharge occurs, it is monitored and analyzed in accordance with the Navajo Nation discharge monitoring permit (NN0027178). The discharge is to a series of small washes that feed into Mitchell Butte Wash that lies approximately 0.65 mile north of the lagoon area. There is a septic system in place for the new laundromat building. That system will be put into use upon completion and acceptance of the permit application. Discharge from the laundromat currently goes to the sewage lagoons. There is a septic system that was grandfathered in for the hangar building. The leach field runs east from the building. The car wash has no drains. Sediments caught in the floor sumps are removed by back hoe and placed in an elevated area east of the car wash. Waste water from the four rooms constructed within the old laundromat area is discharged to the lagoons.

The location of the parcel and the two northern lease areas is shown on Figure 1. The wells and the water line location are shown on Figure 2. Site photographs are presented on Figures 3 through 63.

### 3.0 TOPOGRAPHY, SOILS, AND HYDROLOGY

The topography in the Monument Valley area varies from relatively flat to sharp vertical rises with the many buttes, mesas, and other rock formations in the area. Starting on the north, the Goulding's parcel varies in elevation. At Oljeto Road near the northern boundary of the parcel the elevation is approximately 5,200 feet above mean sea level (msl). The northeast corner of the parcel is at 5,160 feet above msl. The northwest corner of the parcel has an elevation of 5,800 feet above msl. The butte in the northeast corner has a maximum elevation of approximately 5,940 feet above msl. That butte is the northeast end of Oljeto Mesa. The maintenance buildings, the store, the laundromat, the convenience store/gas station, the carwash, and private residences lie between 5,180 and 5,200 feet above msl at the foot of the butte in the northeast portion of the Goulding's parcel. The lodge buildings, the museums, and the restaurant lie between 5,200 and 5,320 feet above msl. The butte known as Rock Door Mesa rises immediately behind and on the south side of the restaurant building. It reaches a maximum elevation of 5,916 feet above msl. Indian Road 6410 runs northeast/southwest through the gap between the two buttes. The road rises in elevation from Oljeto Road at 5,200 feet above msl to approximately 5,360 feet above msl when it exits the parcel at the section line. The southwest corner of the parcel lies approximately 5,340 feet above msl in Horse Pasture Canyon on the south side of Rock Door Mesa. The southeast corner of the parcel lies approximately 5,490 feet above msl in Horse Pasture canyon on the south side of Rock Door Mesa. Storm water drainage follows the gradient dictated by the elevation changes. Generally, drainage runs from south to north down The Gap toward the sewage lagoons and airport. Naturally occurring erosion channels carry storm water north until it eventually reaches Mitchell Butte Wash. With the exception of the natural erosion channels and the spring marked on the 1988 topographic map that lies near the base of Rock Door Mesa in the Gap southeast of the large warehouse building, there are no ephemeral streams or springs within the boundaries of the parcel and no surface water. There was no observable evidence of the indicated spring during the site visit. There are no perennial streams or springs. There are no flood plain maps available for the area. However, the parcel is reported to be located within Zone C/X. Zone C/X is not considered to be a special flood hazard area and flood insurance is not typically required.

The three lease sites are on gently sloping terrain and are described in greater detail in the following paragraphs.

The topography of the airport lease site slopes gently from south to north. The south end of the site lies at 5,160 feet above mean sea level (msl). The north end of the runway and clear zone lies at 5,080 feet above msl. The hangar building is on the east side of the runway closer to the south end. Fill dirt has been brought in to provide a flat surface for the building. The runway slope closely matches that of the surrounding topography. The runway surface was graded prior to paving to provide a level landing surface, with a slight slope at the eastern and western edges to allow stormwater to drain off into shallow ditches that parallel the runway. The ditches are bermed on the side away from the runway with periodic breaks designed to convey stormwater out onto the surrounding surface. On the east side of the runway, there are three periodic breaks with little or no erosion. Stormwater running to the east side of the runway appears to be absorbed fairly quickly. On the west side of the runway, there is a natural erosion channel that has been diverted away from the wastewater lagoons and parallels the northern half of the runway berm. There are only two breaks in the west side berm. Both are close to the north end of the

runway and clear zone. Stormwater exiting through these breaks is channeled into the existing arroyo at a point where it flattens out before being redirected around the north end of the clear zone. Erosion in this area is more evident than on the east side, but does not appear to be excessive. With the exception of the erosion channels on the west side of the runway that enter the arroyo, there are no ephemeral streams or springs within the boundaries of the airport site and no surface water. There are no perennial streams or springs in this area.

The topography of the wastewater lagoon site slopes gently from south to north. The southern boundary of the lagoon site lies at 5,160 feet above msl and the northern boundary lies at 5,120 feet above msl. The lagoons are oriented south to north within the site. They were constructed above the surrounding grade. The lagoons are not lined. The day of the site visit, there was no observable evidence of over-flow from the lagoons onto the surface of the site. There is a natural arroyo running from south to north. From south to north, it appears to form the western boundary of the southern-most two lagoons, turns to the east between lagoons two and three and then approaches the east side of the lagoons near the northern end of the site before being diverted to the land between the lagoons and the airport. The arroyo channel is relatively broad and shallow. The channel does not appear to provide a threat to the stability of the berms that form the eastern sides of the lagoons. There are no perennial streams or springs on the lagoon site. The only surface water on the site is confined in the lagoons.

Both the lagoon site and a portion of the waterline site have a potential to be in a flood plain. No flood plain maps were available for the area to allow confirmation of the extent or existence of a flood plain.

The topography of the waterline slopes gently from northeast to southwest for approximately one-half the length of the right-of-way beginning at the north end. The southern half of the waterline slopes to the south. The water tanks at the northern end of the waterline are at 5,430 feet above msl. The wells lie at about 5,200 feet above msl. The steepest gradient for the waterline lies between the SDA housing and the tanks, a vertical rise from southeast to northwest of 70 feet over a distance of 1,800 linear feet or about 0.4 feet of rise for every 10 linear feet. The balance of the line rises 160 vertical feet from south to north over the remaining distance of 12,438 feet or about 0.1 feet of rise for every 10 linear feet. There are no perennial streams, springs, or ponds in the area crossed by the waterline. There are ephemeral streams or washes that the waterline parallels along a portion of its length. Erosion channels from storm water run-off from the road and culverts running under the road cut across the location of the pipeline. However, the piping for the waterline has not been exposed. The waterline, where it parallels the wash, would be expected to be in the floodplain for that wash. The other areas of the pipeline are not in a floodplain.

Information on the shallow sediments was taken from observations on the parcel and the lease sites, and from the minimal soils information available in the U.S.G.S. study of the Hydrology of the Navajo Nation and the Hopi Nation.

The sediments on the parcel and the three lease sites are formed predominantly by wind and water erosion of the exposed silty sandstone and sandstone that make up the various formations in the area. The sediments are deep, well-drained, and moderately permeable (0.6 to 2.0 inches per hour). The sediments are fine and medium-grained fine and from on fan terraces and piedmont slopes, with slopes ranging from 0 to 15 percent. The soils are



reddish brown to light reddish-brown sand and sandy silt. The sediments are soft, very friable, and mildly alkaline.

The geological setting for the parcel and the three lease sites is a part of the Monument Valley subdivision which is bounded on the east by the serrated Comb Ridge and on the west by the palisade-like cliffs that border the western Navajo Uplands. The San Juan River and its tributary streams have carved the sandstone units into accentuated steep-cliffed buttes and small mesas. The sandstones are the Navajo Sandstone, Wingate Sandstone, Shinarump Member of the Chinle Formation, and the De Chelley Members of the Cutler Formation.

The parcel and the three lease sites are in an area referred to as Monument Valley, which lies in the southeastern portion of the Monument Valley subdivision. This area has a series of monument-like buttes rising sharply above an intermittent dune-covered plain and is formed on the gentle curvature of a broad anticline. The buttes consist of resistant Shinarump cap rocks over steep irregular slopes of Moenkopi Formation and vertical cliffs of the De Chelley Sandstone Member of the Cutler Formation.

The alluvial deposits in the area are wind- and water-deposited sand and silty sand eroded from the De Chelley Sandstone of the surrounding buttes. The alluvial deposits vary in depth from two to several hundred feet. These deposits overlay the Organ Rock Tongue portion of the Cutler Formation. The Organ Rock Tongue is chiefly silty sandstone that is underlain by the Cedar Mesa Sandstone Member of the Cutler Formation and the Hualapai Tongue, also a silty sandstone. The alluvium and the Cedar Mesa Sandstone are the primary, but inconsistent, water-bearing formations in the area and the depth to the sandstone formation varies. The depth to the Cedar Mesa Sandstone in the area of Goulding's well at the south end of the waterline site is approximately 130 feet below grade. The Organ Tongue, in this area, was found at approximately 78 feet below grade in one well and was not found in the second well drilled approximately 25 feet to the north of the first well. In the airport area, water exploration wells were also drilled. The first well was drilled to 1,000 feet and yielded minimal quantities of extremely saline water. It was not known whether the Cedar Mesa Sandstone was reached. Additionally, the water-bearing capacity and the water quality were poor. The second well was drilled to 1,200 feet and was dry. Again, it is unknown whether the Cedar Mesa Sandstone was reached or if it is water-bearing in this area. Other potentially water-bearing sandstones such as the De Chelley Sandstone have been drained of their water-bearing capacity by the extreme dissection that formed the buttes. Monument Valley is one of the least favorable areas for ground- or surface-water supplies in the Navajo Nation.

The depth to groundwater in the area is dependent on the depth of alluvial material, the thickness of the Organ Rock Tongue, and the potential for recharge of water-bearing strata. The Organ Rock Tongue gives up little or no water and tends to serve as an aquitard or aquiclude. The Organ Rock Tongue is expected to be 20 to 50 feet thick beneath the waterline. The thickness is unknown in the lagoons and airport areas. The two existing wells in the near vicinity that are utilized by Goulding's appear to be in water-bearing sandstone and are 130 feet to 210 feet in total depth. The alluvium did not appear to be water-bearing when the wells were drilled. There were no identified springs or seeps in the well area.

Groundwater gradient in the area of the wells would appear to be toward the south. In the parcel/airport/lagoons area groundwater would be expected to flow north toward the San Juan River.

With the exception of the wastewater lagoons, there are no perennial streams or ponds and no dry ponds on the surveyed sites. There are also no perennial springs or seeps. The one spring identified on a topographic map appears to be inactive or an error. There is no evidence of ponding occurring during storm events. With the exception of the wastewater lagoons, there is no surface water on or near the surveyed areas.

#### 4.0 HISTORICAL USE OF THE PROPERTY

Site history was obtained through review of the United States Geological Survey topographic maps, aerial photographs, and conversations with individuals familiar with the property.

To cover the Goulding complex and the well/waterline portion of the subject property, the United States Geological Survey topographic maps Goulding, Utah, and Mystery Valley, Arizona-Utah, dated 1952, 1988, and 2011 were reviewed. The 1952 map for Goulding was called Clay Hills 4 SW, Utah. The 1952 Mystery Valley map was called Agatha Peak 1, Utah.

- The 1952 Goulding map showed a double runway in an "x" shape, two sewer lagoons, a cluster of five buildings where the hotel buildings, museums, and restaurant are now, a building in the general vicinity of the gas station, a building in the general vicinity of the automotive maintenance/machine shop, a possible residence building, and a cluster of buildings in the general vicinity of the UNDC building and the operations maintenance building. There is no indication that the water tanks, school, or RV park/campground were in place. The Goulding well site is in place. The number of wells was not indicated. The road through the gap does not appear to be paved and the current dirt road access to the well is not marked.
- The 1988 Goulding map shows the presence of two hotel buildings, the gas station, the car wash building, a single runway for the airport, four sewage lagoons, the automotive maintenance/machine shop building, private residences, the duplex, fourplex, and small houses or cottages that are rented, the UNDC building the operations maintenance buildings west of the UNDC building, the school, two of the water tanks above the school, the RV Park/campground, warehousing and residences across from the UNDC building, and the off-site Seventh Day Adventist (SDA) housing associated with the school and Head Start building. The Gap road is paved. The Mystery Valley map shows the dirt road connection from The Gap road to the Goulding's well location. The map only indicates one well although two were in place by 1988.
- The 2010 topographic maps use a 2009 aerial photographic base-image for Goulding and a 2007 base-image for Mystery Valley. The configuration of the Goulding's operations is similar to observations made the day of the site visit. The lagoon configuration shows the old lagoons and the two new ones at the south end of the lagoon complex. The old lagoons were combined to form two lagoons for a total of four lagoons. The airport runway is paved and the hangar building is in place. The runway is completely paved. The gas station/convenience store and car wash are in place. The grocery store is in place. The laundromat was constructed near the store in 2010 and is not in the base image photo. The restaurant building is in place, as are the administration/gift shop building, and pool building. The UNDC building, church, operations maintenance buildings, rentable housing, and



residences are also in place. The RV Park/campground is fully developed and the five water tanks are visible on the west side of the school building. The Mystery Valley map does not name the wells but the building at the well site is visible. The dirt road used for access shows as an unnamed arroyo that bypasses the wells on the east.

A portion of the 2010 Goulding's topographic map is provided as Figure 1 and a portion of the 2010 Mystery Valley topographic map is provided as Figure 2.

Aerial photographs of the site dated 1935, 1951, 1974, 1979, 1981, 1993, 1998, 2006, 2009, 2011 were reviewed at the University of New Mexico (UNM) Earth Data Analysis Center (EDAC), the USGS website, and the Google Earth™ website. Portions of selected aerial photographs are provided as Appendix A. Aerial photographs of the well site and off-site waterline were not available.

- The 1935 aerial photograph shows an apparent structure where the current museum is located. The remaining area is undeveloped. There were no distinct roads in the area. The structure would have been the original trading post building.
- The 1951 aerial photograph shows the unpaved Gap road, the road in from what is now US 163, and the unpaved road up to what is now the museum. There appear to be three structures west of the museum building. The surrounding area still appears undeveloped.
- In the 1974 aerial photograph, the first cottages west of the museum are in place and the hospital building (now UNDC) is in place. Four sewage lagoons are visible and an area graded that is the runway for the airport.
- In the 1979 aerial photograph, the first hotel building is in place, as is the automotive maintenance/machine shop building. The operations maintenance area west of the UNDC building and the rentable residential buildings are in place. The off-site SDA housing is in place, as the warehousing and residential buildings across from the UNDC building. In the 1981 aerial photograph, there appears to be one residence west of the automotive maintenance/machine shop area. The water tanks are also in place. The school is not yet in place. The graded areas marking the runway shows the "x" pattern visible on the 1952 topographic map.
- In the 1993 and 1998 aerial photographs, both hotel buildings are in place. The residences west of the automotive maintenance/machine shop area are in place. There are five sewage lagoons. The airport runway is a single strip that is paved from the hangar building to the south. The remainder of the strip is unpaved. The two hotel buildings, the pool building, and the administration/gift shop building are in place. The gas station/convenience store is in place, as is the car wash building/laundromat building northeast of the gas station. That building is now the car wash and hotel rooms. The RV Park/campground with the store/showers/pool building is in place. The building housing the employee showers is just west of the

RV park. The school and the water tanks are in place. The Head Start building is also in place off-site across the road from the SDA housing.

- In the 2006 aerial photograph, the grocery store had been built across the road to the west of the gas station. Two new sewage lagoons had been constructed and the original lagoons had been configured into two lagoons. The northernmost lagoon is an "L" shape. The runway remained paved up to the hangar building and unpaved beyond it to the north. The new church building adjacent to the UNDC building is in place. The balance of the Goulding operation areas appeared unchanged from 1998.
- In the 2009 aerial photograph, the entire runway had been paved. The balance of the area appeared relatively unchanged.
- In the 2011 aerial photograph, the new laundromat was in place north of the store. The old laundromat/car wash building had the original configuration. The laundromat portion had been converted to rooms. The remaining area appeared relatively unchanged and was similar to that observed during the site visit.

Historical city street directories were unavailable for the area of the subject property. There were no Historical Sanborn Fire Insurance Maps for this area. Title documents were not reviewed by X8e Vinyard for indications that the property was previously owned by potential generators of hazardous wastes.

Site history was researched through conversations with Wayland LaFont, Vice President for RGJ, Inc., Roland LaFont, President of RGJ, Inc., and Ronnie Biard, General Manager for RGJ, Inc., and through review of Gregory James Ostema's Curator's Museum Guide obtained at the museum. Much of the history is a paraphrased from the museum guide.

The Goulding lands were originally part of the Paiute Nation. In 1923, the State of Utah moved the Paiutes north to more fertile land. Mike (Mrs. Goulding) and Harry purchased a section of land from the State of Utah in 1924 and set up their trading post and home in tents. In 1936, a presidential decree extended the Navajo Nation resulting in a "private island" within the Navajo Nation. After the construction of the trading post building that was both the trading post and the Goulding's home, a steady flow of guests resulted in construction of several cabins and eventually the one-story lodge building. Two of the original cabins remain. The movie industry was brought to Monument Valley during the Great Depression years to help the Navajos financially. The "John Wayne" house, formerly Mike's root cellar, became a part of the set for "She Wore a Yellow Ribbon" and has been maintained as a historic movie structure. In the 1950's, the Goulding's established a relationship with the Seventh Day Adventists, resulting in the construction of the Monument Valley clinic. The clinic evolved into a full service hospital and dental clinic until construction of a new building near the high school in about 2010. After RGJ, Inc. purchased the Goulding's land and operations, the clinic land was donated to the Seventh Day Adventists. The church turned the clinic over to the Oljeto Chapter of the Navajo Nation in 2008. In about 2010, after the clinic vacated the building, and it was turned over to the Utah Navajo Development Council for offices and training facilities. The Goulding's

lived in Monument Valley until 1962. They gifted the property to Knox College in Galesburg, Illinois; for a lifetime annuity. Revenues were to be put toward scholarships to send Navajos to Knox College. During the Knox College management of the Goulding operations, a new campground and store were established up the canyon. The operations and business suffered under Knox College management. The Goulding's recommended and encouraged the college to sell the operations to RGJ, Inc. The sale was completed in 1981. RGJ, Inc. is the owner of record and is responsible for the current improvements, management of the operations, and management of the leased lands for the airport, the sewage lagoons, and the Goulding's well site and water lines.

## 5.0 SITE RECONNAISSANCE

The Goulding's parcel and the leased lands were visually observed by Environmental Professionals on May 7, 2013. The site reconnaissance specifically addressed potential sources of contamination such as USTs, ASTs, polychlorinated biphenyl (PCB) containing equipment, and material dumped or stored on the property. Determination of the presence of buried trash, debris, or contamination not readily apparent on the surface requires investigative techniques and analytic testing which are beyond the scope of this assessment. The X8e Vinyard Environmental professionals were accompanied by Mr. Wayland LaFont during the site visit.

### 5.1 CURRENT USE

Current use of the Goulding's parcel is to support tourist visits to Monument Valley. For that support, the parcel is developed with an 81-room hotel, single-family homes, duplexes, fourplexes, and modular units that are rented; an administrative/gift shop building; an indoor pool building; a restaurant; two museum buildings; a theater building; a convenience store/gas station; a self-serve carwash; a grocery store; a laundromat; the southern end of the runway with its parking area for planes, two helicopter landing pads, and a hogan for weaving demonstrations; miscellaneous structures for warehousing, operations maintenance, and automotive maintenance/machine shop use; a 66-space RV Park/tent campground with an indoor swimming pool/shower facility/store building; a water reservoir enclosure with five storage tanks; and miscellaneous modular buildings such as public restrooms and employee single-family residences. Detailed descriptions of the Goulding's improvements are found in a table provided as Appendix C.

### 5.2 SURFACE SOURCES

There are three sumps associated with the car wash. There are no drains from the sumps. Sediments caught in the sumps are removed by back hoe and placed in an elevated area east of the car wash that has a slight depression. The depression prevents these sediments from leaving during storm events. De minimus amounts of oil and grease may be present in the sediments. There was no visible staining or other indication of contamination from the car wash sediments. Because the depth to ground water on this side of Rock Door Mesa is 1,000 feet below ground surface or greater and because the sediments are confined, any minor oil and grease contaminants in the car wash sump sediments present a low risk to the environment. However, sampling to ensure de minimus concentrations may be prudent to ensure current sediment management is appropriate. With the exception of the sediment deposits from the car wash sumps, there were no observable surface sources of hazardous materials or petroleum products. With the exception of the car wash sump sediments, there was no observable evidence of dumping on the site and no observed trash or other debris on the site. There was no observable evidence of spills or releases of hazardous materials.

A sump is located east of the maintenance slop. This sump is emptied with a backhoe and the oily sand is transported off-site by the same company that provides oil and antifreeze recycling.

Cleaning supplies observation in each building are discussed in Appendix C.

### **5.3 UNDERGROUND AND ABOVEGROUND STORAGE TANKS**

There are three USTs on the Goulding's parcel, a 10,000-gallon unleaded tank, a 6,000-gallon premium tank, and a 6,000-gallon diesel tank. The three USTs are located on the north side of the gas station/convenience store. The USTs installed at the UNDC building and at the employee shower building at the campground have been removed.

Above ground storage tanks are present at the hangar building, at the automotive /machine shop area, and at the operations maintenance area west of the UNDC building. The hangar building 500-gallon AST contains aviation gas for fueling the LaFont private plane. There were no observable releases at this tank. The automotive maintenance/machine shop area has two ASTs for waste oil. Both tanks are within a concrete curbed containment. There were no observable releases from these tanks. The maintenance operations tanks are empty and have not been used for over 10 years. There were no observable releases at these tanks.

### **5.4 PCB EQUIPMENT**

PCBs are designated as carcinogenic and were historically used as cooling and insulating (dielectric) fluids for electrical transformers. The 1976 Toxic Substance Control Act banned the manufacture of PCBs, although some transformers can still contain old reservoirs of the contaminants. Transformer oils are classified in one of three categories:

- Non-PCB – containing less than 50 parts per million (ppm) of PCBs.
- PCB-contaminated – containing between 50 and 500 ppm of PCBs.
- PCB – containing more than 500 ppm of PCBs. By federal regulation, all public utility PCB transformers were to have been removed from service by October 1990.

According to Mr. LaFont, all pad- and pole-mounted transformers belong to the NTUA. The units were replaced in the early 1990s with non-PCB units.

## 6.0 ENVIRONMENTAL RECORDS REVIEW

Environmental databases are maintained by city, county, state, and federal agencies. Environmental database information was obtained from Environmental Resources Data, Inc. (EDR) and reviewed by X8e Vinyard. Database search results are presented in Appendix B.

### 6.1 FEDERAL DATABASES

#### 6.1.1 CERCLIS/NPL

The Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) database has been developed to support Superfund activities. Abandoned or inactive hazardous waste sites are listed in this database. CERCLIS sites are scored based on the hazardous ranking system. Those sites considered most hazardous may be placed on the National Priority List (NPL) for priority cleanup.

The CERCLIS NFRAP Archive database contains information on sites that have been reclassified as No Further Remedial Action Planned (NFRAP) by the U.S. Environmental Protection Agency (EPA). This action was taken by the EPA beginning February 1995 as a part of the Brownfields Redevelopment Program. These former CERCLIS sites, also known as the CERCLIS Archive, have been delisted because a lack of significant contamination was found.

There are no active NPL sites listed within a one-mile radius of the property. There are no proposed NPL sites listed within a one-mile radius of the property. There are no active CERCLIS sites listed within a 1/2-mile radius of the site. There are no registered CERCLIS NFRAP sites listed within a 1/2-mile radius of the property.

#### 6.1.2 RESOURCE CONSERVATION & RECOVERY ACT (RCRA)

The Resource Conservation and Recovery Act (RCRA) database is a list maintained by the EPA and the Utah Department of Environmental Quality (Utah DEQ), which identifies facilities in Utah that have notified the EPA and DEQ of hazardous waste activity. RCRA registration stays with the address where the facility is registered. The EPA no longer provides information on RCRA Wastes and Waste Code information in the RCRA database.

There are no RCRA TSD (treatment/storage/disposal) facilities within the site or within a 1/2-mile radius of the parcel.

There are no RCRA generators within the site or within a 1/4-mile radius of the parcel.

### **6.1.3 RCRA CORRECTIVE ACTION SITES (CORRACTS)**

The CORRACTS database includes RCRIS (Resource Conservation and Recovery Information System) sites with reported corrective action. A review of this database indicates that there are no CORRACTS sites listed within a one-mile radius of the site.

### **6.1.4 EMERGENCY RESPONSE NOTIFICATION SYSTEM (ERNS)**

The Emergency Response Notification System (ERNS) is a database maintained by the EPA to store information on notifications of oil discharges and hazardous substances releases. A review of this database indicates that the site is not listed as a registered ERNS site.

### **6.1.5 PCB ACTIVITY DATABASE SYSTEM (PADS)**

The PCB Activity Database System (PADS) is maintained by the EPA to provide information on facilities that handle PCBs.

A review of this database indicates that the site is not listed as a registered PADS facility.

### **6.1.6 TOXIC CHEMICAL RELEASE INVENTORY SYSTEM (TRIS)**

The TRIS contains information from facilities which manufacture, possess, or import any of the over 300 listed toxic chemicals which are released directly into air, water, or land, or are transported off-site. This database is released on an infrequent basis by the U.S. EPA.

A review of this database indicates that the site is not listed as a registered TRIS site.

### **6.1.7 SUPERFUND CONSENT DECREE**

The Superfund Consent Decree database provides a listing of major legal settlements that establish responsibility and standards for cleanup at NPL sites. This listing is released periodically.

A review of this database indicates that there are no registered Superfund Consent Decree sites within a one-mile radius of the site.

### **6.1.8 RECORDS OF DECISION**

The Records of Decision (ROD) database stores information on mandates for permanent remedy at an NPL site. The data focuses on technical and health information to aid in cleanup decisions.



A review of this database revealed that there are no registered ROD sites listed within a one-mile radius of the site.

#### **6.1.9 DELISTED NPL**

The Delisted NPL database is an EPA-maintained listing of facilities that have been deleted from the NPL because remediation has been performed and no further response is necessary.

A review of this database revealed no registered Delisted NPL facilities listed within a one-mile radius of the site.

#### **6.1.10 TOXIC SUBSTANCES CONTROL ACT (TSCA) INVENTORY**

The Toxic Substances Control Act (TSCA) is an EPA maintained database that includes the location and chemical production information of chemical manufacturers and importers. This database is released every four years. The information presented here is based on 2006 data.

A review of this database indicates that the site is not listed as a TSCA facility.

### **6.2 STATE/NAVAJO NATION DATABASES**

#### **6.2.1 UTAH/AZ/NAVAJO NATION CLEANUP SITES DATABASES**

State Cleanup Sites (SCS) are under the purview of the Utah DEQ Water Quality Control Commission regulations and the Navajo Nation Water Quality Division. Generally, SCS are priority sites with groundwater contamination that require investigation or cleanup. The EDR database indicates that there are no registered SCS sites identified within a one-mile radius of the subject property.

#### **6.2.2 UTAH/AZ/US EPA/NAVAJO NATION PETROLEUM STORAGE TANK DATABASES**

Utah, Arizona, US EPA, and Navajo Nation PSTD information was reviewed to assess registered UST facilities and reported Leaking Underground Storage Tank (LUST) facilities on or near the site. The case files of active LUST sites are reviewed to assess possible environmental impacts on the investigated property.

There is one registered UST site listed within the parcel and none within a ¼-mile radius of the parcel. The registered site is the gas station/convenience store. There are three tanks in place. Monitoring and tank records show that the tanks are sound and no releases have been reported. The 2008 inspection by the Utah DEQ and the Navajo Nation found no violations. The US EPA inspection showed two violations. The first found that the piping system did not have double-walled protection around the elbows in the system. The



second found a minor crack near the top of the overfill protection containment around the tank fill ports. Both violations were corrected and the system remains in compliance with Federal, State, and Navajo Nation regulations.

There are no LUST sites within 0.5-mile RADIUS of the subject property.

### **6.2.3 UTAH/AZ SOLID WASTE FACILITIES (SWF) LISTS**

The Utah and Arizona Solid Waste Facility directory includes information on known solid waste facilities in the state of Utah and Arizona. The EDR database indicates that there are no SWF facilities listed within a 1/2-mile radius of the site. Mr. LaFont stated that community dumping had historically occurred in an arroyo located more than 1/2-mile north of the airport.

### **6.3 UNMAPPABLE SITES**

Unmappable sites are sites that do not have an address registered with a database match. Review of the database revealed that there are 17 unmappable sites. One, the UNDC building, is listed as an UST site. The UST has been removed and no contamination was found at the time of removal. The UNDC UST does not appear to have impacted the Goulding's parcel.

## 7.0 ON-SITE SAMPLING

No sampling was performed during this Phase I Environmental Site Assessment.

### 7.1 ASBESTOS

Occupational Safety and Health Administration (OSHA) defines "asbestos" as a mineral that includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite, and any of those minerals that have been chemically treated and/or altered. Generally, buildings constructed before approximately 1982 have a potential to contain some asbestos in friable construction materials. However, some non-friable products, such as roofing tars, may still contain asbestos and can still be purchased.

EPA and NMED regulate asbestos procedures for abatement and disposal of ACMs during renovation (modernization and other actions that require removal of ACM) or demolition (including partial demolition) actions under the Clean Air Act. The EPA classifies ACMs into the following categories:

- Friable ACM: any material containing more than 1 percent asbestos by weight, that when dry, can be crumbled, pulverized or reduced to powder by hand pressure.
- Category I nonfriable ACM: packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos.
- Category II nonfriable ACM: any material excluding Category I nonfriable ACM containing more than 1 percent asbestos that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
- Regulated Asbestos-Containing Material: (RACM) means (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

EPA requires notification of asbestos abatement projects and established work practices for asbestos handling, removal, storage and transport under 40 CFR Part 61, Subpart M and 40 CFR Part 763, the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations (November 20, 1990 and revisions). The NESHAP and State regulations mandate thorough sampling prior to renovation or demolition of a commercial building. An assessment for asbestos must always be made prior to demolition. An alternative approach would be to have the contractor or architect provide letters stating that ACMs were not specified in construction of the building.

Those buildings constructed on the site prior to 1978 have either been completely renovated

or the construction materials would not be expected to contain asbestos. In general, buildings constructed after 1978 would not be expected to have ACBMs. The potential asbestos exposure risk is considered low. However, per regulations, should any of the buildings be scheduled for demolition or major renovation an asbestos inspection with sampling would be required. No sampling is recommended at this time.

## 7.2 LEAD-BASED PAINT

Lead was a major ingredient in several types of paint and stain in the United States through World War II. In the early 1950s, other pigment materials became more popular, but lead compounds were still used in some pigments and as drying agents. In 1973, the Consumer Product Safety Commission (CPSC) established a maximum lead content in paint of 0.5% by weight in a dry film of newly applied paint. The CPSC lowered the allowable lead level in paint to 0.06% by weight in 1978. Where lead-based paint (LBP) is present, then it is possible that:

- Lead dust is being deposited in the soils and buildings even without demolition or renovation activities; and
- Maintenance workers may be at additional risk of exposure because of their normal activities.

Lead dust, which is easily absorbed by the body, is a major cause of lead poisoning in children. Children frequently play on the ground and engage in hand-to-mouth activity, which can result in the ingestion of lead and is the primary route of exposure. Excessive blood-lead levels can seriously damage a child's brain and central nervous system because of their developing neurological systems. Lead poisoning in children can result in attention span deficits, impaired hearing, reading and learning disabilities, delayed cognitive development, reduced IQ scores, mental retardation, seizures, convulsions, coma, and death. In adults, high blood-lead levels may increase blood pressure and cause other serious health effects.

Those buildings constructed on the site prior to 1978 have either been completely renovated or repainted. Additionally, these buildings do not meet the definition of "child-occupied" housing. There is a low potential that LBP is present and the buildings present a low LBP exposure risk to occupants.

## 8.0 RADON

Radon is a radioactive gas that is associated with lung cancer. In the United States, the average indoor level of radon is 1.3 pico-curries of radiation per liter of air (pCi/L) and the average ambient outdoor level of radon is 0.4 pCi/L. The EPA guideline for elevated indoor radon is 4.0 pCi/L (ten times the outdoor ambient concentration). The Utah DEQ maintains a data base of radon data collected throughout the state. The data is tabulated by county and zip code. There has been no recorded data for zip code 84536. Data for San Juan County is based on 332 tests. 70.2 percent of the readings were less than 4 pCi/L and 29.8 percent were equal to or greater than 4 pCi/L. The maximum concentration found in San Juan County was in zip code 84535 at 21 pCi/L. The county average is 3.3 pCi/L. The highest concentrations were well north of Monument Valley near Monticello, Utah, zip code 84535. Overall, the risk of radiation exposure from radon is considered moderate to low.

Site-specific radon measurements were not conducted within the scope of this project. Sampling for radon is not recommended at this time.

## 9.0 CONCLUSIONS

The subject property encompasses a section of land (approximately 634 acres) and land leased from the Navajo Nation. The leased lands include the sewage lagoon complex (approximately 9.395 acres), the landing strip and the hangar building adjacent to the lagoon complex (approximately 24.55 acres), and the Goulding's wells and the water line easement (approximately 9.056 acres). Lands excluded from this report include the Seventh Day Adventist Church, the adjacent building donated to the church that is currently occupied by the Utah Navajo Development Council (approximately 1.7 acres), and the Seventh Day Adventist School (approximately 0.5 acre). The subject property owner of record is RGJ, Inc.

The purpose of the Phase I Environmental Site Assessment is to assess whether Recognized Environmental Conditions (RECs) are present and whether the site has significant potential to be contaminated by petroleum products and/or hazardous substances. To accomplish this, a site reconnaissance and records review was conducted in accordance with ASTM Standard E-1527-05. This report differs from the ASTM Standard primarily in report format.

A review of federal and state environmental information databases indicated the following:

- There are no registered NPL sites within a one-mile radius of the parcel or within the parcel.
- There are no proposed NPL sites within a one-mile radius of the parcel or within the parcel.
- There are no registered CERCLIS sites listed within a ½-mile radius of the parcel or within the parcel.
- There are no registered CERCLIS NFRAP sites within a ½-mile radius of the parcel or within the parcel.
- There are no registered CORRACTS sites listed within a ½-mile radius of the parcel or within the parcel.
- There are no registered RCRA Treatment, TSD facilities within a ½-mile radius of the parcel or within the parcel.
- There are no large quantity, small quantity, or conditionally exempt small quantity RCRA generators within a ¼-mile radius of the parcel or within the parcel.
- The parcel is not listed as a registered ERNS site.
- The parcel is not listed as a registered PADS site.
- The parcel is not listed as a registered TRIS site.
- There are no registered Superfund Consent Decree sites within a one-mile radius of the parcel or within the parcel.

- There are no registered ROD sites within a one-mile radius of the parcel or within the parcel.
- There are no registered Delisted NPL sites within a one-mile radius of the parcel or within the parcel.
- The parcel is not listed as a registered TSCA site.
- There are no State or Tribal SCS sites listed within a one-mile radius of the parcel or within the parcel.
- There are no registered SWF sites within a ½-mile radius of the parcel or within the parcel.
- There are no solid waste recycle facilities within ½ mile or within the parcel.
- There are no LUST sites listed within a ½-mile radius of the parcel or within the parcel.
- There is one registered UST site listed within the parcel and none within a ¼-mile radius of the parcel.
- There are no registered AST sites listed within a ¼-mile radius of the parcel or within the parcel.
- There are 17 unmappable sites in the vicinity of the property. One of the listings is for the Monument Valley Hospital that is now the Utah-Navajo Nation Development Council facility. The facility is listed as a UST site.

Based on the information reviewed, the identified registered-UST sites appear to present a limited environmental hazard relative to the subject site. Based on the information reviewed and the conditions observed during the site visit, this assessment observed no Recognized Environmental Conditions in connection with the subject property. However, there is one possible surface source of petroleum hydrocarbons. There are three sumps associated with the car wash. There are no drains from the sumps. Any sediments caught in the floor sumps are removed by back hoe and placed in an elevated area east of the car wash that has a slight depression. The depression prevents these sediments from leaving during storm events. De minimus amounts of oil and grease may be present in the sediments. There was no visible staining or other indication of contamination from the car wash sediments. Because the depth to ground water on this side of Rock Door Mesa is 1,000 feet below ground surface or greater and because the sediments are confined, any minor oil and grease contaminants in the car wash sump sediments present a low risk to the environment. However, sampling to ensure de minimus concentrations may be prudent to ensure current sediment management is appropriate.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E-1527-05 of a property identified Goulding's Lodge with a street address of 1000 Main Street, Monument Valley, Utah, 84536. Any exceptions to, or deletions from, this practice are described in Section 1.0 of the report. This assessment has revealed no Recognized Environmental Conditions (REC) in connection with the property. We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

## 10.0 RECOMMENDATIONS

No additional environmental investigations are recommended at this time. However, sampling to ensure de minimus concentrations of petroleum hydrocarbons in the sump sediment disposal area may be prudent to ensure current sediment management is appropriate.



## 11.0 CLOSURE

The scope of this Phase I Environmental Site Assessment is limited to observations made during the on-site and surrounding area reconnaissance, and records review. These conclusions are based on information supplied by others, professional expertise, and the interpretations of qualified personnel.

The focus of the environmental assessment was to assess the likelihood of significant quantities of hazardous or toxic substance contamination resulting from past and current use of the site and adjacent properties. As a result, this assessment would not highlight the presence of the following unless they were the express concern of the Utah DEQ, the Navajo Nation, or the US EPA Region 9, were highlighted in the reports and documents reviewed, or were specifically part of the scope of this assessment:

- Naturally occurring toxic or hazardous substances in the subsurface soils, plant life, features of the geologic setting, and water;
- Toxicity of substances common in current habitable environments, such as stored household products, building materials, and/or combustibles; and,
- Contaminants or contaminant concentrations that are not currently a regulatory concern but may become so in the future.

Soil contaminant concentrations may vary between data points and with time. We are not able to predict events which may occur after the site assessment visit that could result in site contamination, such as illegal "midnight" dumping or accidental spillage.

If conditions are encountered during development of this property which differ from those presented herein, this office should be contacted for supplemental evaluation and recommendations. The staff of X8e Vinyard is available for supplemental consultation as necessary.

X8e Vinyard

Prepared by:



Lucy E. Archambault  
Senior Environmental Scientist

KH/cm

Reviewed by:



Ken Hunter  
Environmental Projects Manager

# **Appendix F**

## **Environmental Professional Qualifications**

# LAVINA LAMONE

Principal/Owner

Senior Scientist

Certified Asbestos Inspector

## PROFILE

Ms. Lamone has 18 years of experience as an environmental consultant with experience across multiple disciplines which includes hazardous environmental assessments, sampling and remediations; Asbestos abatement oversight and air clearance; Lead paint Risk Assessor; Soil and groundwater sample collection. Participated in the monitoring of PST sites and remediation activities.

## CONTACT

505-793-4994

[lavina.lamone@tiisyatoh.com](mailto:lavina.lamone@tiisyatoh.com)

[www.tiisyatoh.com](http://www.tiisyatoh.com)

## EXPERIENCE

### Tiis Ya Toh, Inc.

2009-PRESENT

Specializing in providing quality, affordable, and professional support services for larger environmental firms, government, tribal entities, and private parties. Projects include Phase I and II ESAs; asbestos inspection and subsequent abatement planning and contractor supervising; asbestos air clearances; groundwater monitoring and sampling; subsurface investigations; and community education.

### Souder Miller/lina ba

2006-2009

Environmental Field Technician: tasks included asbestos and lead paint inspections; mercury spill remediation; soil vapor monitoring; groundwater monitoring and sampling; groundwater data illustrations utilizing CAD.

### Envirotech, Inc.

2003-2006

First female asbestos abatement crew foreman; lead asbestos, lead paint and mold inspector; asbestos abatement technician; emergency spill response team member; and environmental field technician.

## CERTIFICATIONS

- New Mexico Certified Asbestos Inspector
- New Mexico Certified Asbestos Contractor Supervisor
- New Mexico Certified Asbestos Project Designer
- USEPA Lead Risk Assessor
- Certified Groundwater Sampler
- OSHA 40 Hour HAZWOPER
- Certified Stormwater Management: Erosion & Sediment Control
- Certified Stormwater Management: Oil & Gas Construction

## EDUCATION

### United States Army

1987-1991

88M Truck Driving

### San Juan College

2005-2006

Civil Drafting

## WORK HISTORY SUMMARY

Envirotech, Inc.  
Project Manager  
2019 - Present / Field Technician  
2003-2004

Animas Environmental Services  
Project Manager  
2017-2019 and 2008-2013

Tils Ya Tuh, Inc.  
Sector Project Manager  
2004-Present

Kinder Morgan CO.  
Regulatory Compliance Manager  
2012-2017

Souder Miller & Associates  
Environmental Consultant  
2002-2004

## TRAINING

Certified Hazardous Materials  
Manager (CHMM #15033)  
Stormwater Erosion Control  
Program

Stormwater Pollution Prevention  
System (SWPPP) Training

SWPPP Management Workshop  
Environmental Professional

Phase I Environmental  
Site Assessment Search  
Site and Training  
Hazardous Waste Training  
Emergency Response

## EDUCATION

Texas A&M University

B.S. in Geosciences

Arizona State University

B.S. in Environmental Management

## CONTACT INFORMATION

Envirotech, Inc.  
Office (505) 832-0011  
Mobile (505) 733-2072

## TAMI C. KNIGHT, CHMM

Project Manager



### Summary of Qualifications

Ms. Knight has 19 years of experience as an environmental consultant with experience across multiple disciplines which includes field surveys for abandoned uranium mines; large scale petroleum hydrocarbon contamination remediation projects; and Phase I and II environmental site assessments. Her current role as a project manager focuses on business development, client liaison; conducting facility compliance audits; reviewing permit documentation submitted to NM-SLO; and developing and conducting environmental training programs for clients.

Career highlights for Ms. Knight have included participating as an instructor and content author for the AHMP National Conference and State Chapter's Essentials of Hazardous Materials Management courses for Storm Water, SPCC, UST, and RCRA; Instructor and content author for oil and gas operators SPCC and Storm Water programs; Content author for oil and gas operator Waste Management Plans, Noxious Weed Control Programs, and Post Construction Storm Water and Erosion Control Programs.

### Capabilities

- Project management including preparation of cost estimates; budget tracking; client and regulatory liaison; planning and scheduling; and training/mentoring of departmental staff.
- Development of scientific technical reports.
- Lead emergency response coordination for universal waste, solid waste, and hazardous materials.
- Utilization of computer software to manage large data sets; illustrate contaminate plumes; and analyze fate and transport of contaminants.
- Ability and experience identifying proper shipping containers; determining correct shipping labels for containers; and determine placarding needs for hazardous materials transportation in accordance with DOT regulations.
- Proficient at the determination of applicable regulations within multi-jurisdictional settings.
- Meets the definition of an Environmental Professional per EPA's All Appropriate Inquiry for Phase I and II ESAs.

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



## Memorandum:

To: W. Mike Halona, Department Manager III  
Navajo Land Department, Division of Natural Resources

From: *Robert Willie*  
Robert Willie, Accounting Manager  
Office of the Controller

Date: November 3, 2022

Subject: Re: Land Acquisition Trust Fund

The Office of Controller has calculated the unaudited balance of the Land Acquisition Fund as of October 31, 2022. The unaudited unreserved amount available for use in the fund balance is \$190,616,051, (See Exhibit A, footnote 1). However, 16 NNC §204 would govern this amount as it would be Fund Principal.

The budget available within the business unit 415000 was \$3,878,210.62 as of October 31, 2022. The amount in the capital object code series is \$2,884,027. The title 16 NNC §205 Expenditure of Fund Income would govern this portion as this amount is income that should be used for land acquisition.

Per resolution CJY-54-94, 90% of Fund Income goes to the Program and the remaining 10% shall be reinvested back into the Trust Fund.

If you should have any questions, please feel free to call me at tribal extension X6125.

**THE NAVAJO NATION**  
**Land Acquisition Trust Fund**  
**Combining Balance Sheet**  
**October 31, 2022 (Unaudited)**

**EXHIBIT "A"**

<b>Assets</b>	
<b>Current Assets:</b>	
Cash and cash equivalents	\$ 1,911,770
Investments	46,264,753
Receivables:	
Accounts Receivable	374,799
Advances Receivable	
Total Current Assets	48,551,323
<b>Long Term Assets:</b>	
Investments	145,981,080
Receivables	0
Total Long Term Assets	145,981,080
Total Assets	\$ <u>194,532,403</u>

<b>Liabilities and Fund Balances</b>	
<b>Liabilities:</b>	
Accounts Payable	\$ -
Accruals	-
Other Liabilities	-
Total Liabilities	<u>-</u>
<b>Fund Balances:</b>	
Unreserved	(190,616,051) (1)
Committed	(20,820)
Assigned	(3,895,531)
Total Fund Balances	(194,532,401)
Total Liabilities and fund balances	\$ <u>(194,532,401)</u>

**THE NAVAJO NATION**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balance**  
**October 31, 2022 (Unaudited)**

<b>Revenues:</b>	
Interest & Dividends	
Net Change in Investments	(31,447)
Other Revenue	-
Total Revenue	(31,447)
<b>Expenditures:</b>	
Total Expenditures	<u>76,318</u>
Excess (deficit) of revenues over expenditures	44,872
Transfers	-
Net change in fund balances	\$ <u>44,871.82</u>

(1) - Unappropriated Balance Available

## REAL ESTATE AND ASSET PURCHASE AGREEMENT Goulding's Monument Valley Lodge and Tours Monument Valley, Utah

**THIS REAL ESTATE AND ASSET PURCHASE AGREEMENT** made this \_\_\_\_\_ day of January 2023, by and between Seller, R.G.J. Corporation, a Utah corporation, (1000 Main Street, Post Office Box 360041; Monument Valley, UT), Executive RV, Inc., a Utah corporation (1000 Main Street, Monument Valley, UT 84536), and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company (100 Rock Door Canyon Drive, 36001 Monument Valley, UT 84536), collectively doing business as Gouldings Monument Valley Lodge and Tours, the Members and stockholders of the Companies, and Mr. Wayland LaFont, Managing Member and/or Authorized Agent of the aforesaid corporations and limited liability company (hereinafter referred to collectively as "**Seller**"), and the Navajo Nation (c/o Division Director, Division of Natural Resources, Post Office Box 9000, Window Rock, AZ), as Buyer (hereafter referred to as "**Buyer**"). The Buyer and the Seller may be referred to in this Agreement individually as a "Party" and, collectively, as the "Parties".

### RECITALS

**WHEREAS**, Seller wishes to sell Goulding's Monument Valley Lodge and Tours, certain associated real estate, business interests and property, and real estate leases to the Navajo Nation, as Buyer. The real property is described as a self-contained, full-service resort, tourist destination and supporting community area more commonly known as "Gouldings Lodge". It is composed of 633.16 acres, more or less, of fee land as more fully described in the 15-page Plat Map dated February 27, 2017 prepared by Bunker Engineering, LLC, as recorded in the records of San Juan County, Utah, and attached as part of Exhibit "A" and 37.49 acres, more or less, of leasehold land for a total of 670.65 acres, more or less, or 29,213,514 square feet. The personal property, improvements, and assets associated with the real property will also be sold with the aforementioned real estate.

**WHEREAS**, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, certain assets of Seller, as more fully set forth herein and subject to the terms and conditions set forth in this Agreement. Buyer intends to use the real property, licenses, business, and improvements acquired from Seller for economic development opportunities, and for essential governmental functions of the Navajo Nation. This agreement is subject to the approval of the Naa'bik'iyati' Committee of the Navajo Nation Council and the Navajo Nation Council, which is a condition precedent to Opening of Escrow as defined herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1.0: PARTIES, SALES, AND PURCHASES

**Section 1.01 BUYER.** The Navajo Nation ("**Buyer**"), a sovereign Indian nation, hereby offers to purchase certain real property, improvements, hotel, resort, tour services, other associated assets, and real estate leases, hereinafter described upon the terms and conditions set forth herein, pursuant to the laws of

the Navajo Nation. Buyer shall have the right to assign any or all of Buyer's rights hereunder, but not Buyer's obligation herein, unless expressly agreed to in writing by Seller.

**Section 1.02 SELLER.** R.G.J. Corporation, a Utah corporation (1000 Main Street, Post Office Box 360041; Monument Valley, UT 84536), Executive RV, Inc., a Utah corporation (1000 Main Street, Monument Valley, UT 84536), and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company (100 Rock Door Canyon Drive, 36001 Monument Valley, UT 84536), collectively doing business as Goulding's Monument Valley Lodge and Tours, the Members and stockholders of the Companies, and Mr. Wayland LaFont, Managing Member and Authorized Agent of the aforesaid corporations and limited liability company, ("Seller") is the fee and assets owner of the Gouldings Lodge real estate, hotel business, Monument Valley tour business, retail and all assets associated with property, personal and lease properties hereinafter described. Mr. Wayland LaFont, the aforementioned Corporations, and Limited Liability Company have the full power to sell and convey said real estate, personal property, licenses, business enterprises, business assets, accounts, merchandise, business inventories, improvements, and property leases of Goulding's Lodge and Tours and the aforementioned businesses and assets, to Buyer.

**Section 1.03 SALE AND PURCHASES.** At the Closing (as herein defined), Seller shall sell, and Buyer shall purchase, all of Seller's right, title, and interest in and to the following real, personal, and business asset of Seller:

A. That certain Real Property located at Monument Valley, County of San Juan, State of Utah, more commonly known as Goulding's Monument Valley Lodge and Tours, Executive RV, Inc., d.b.a. Hillside Suites, Gouldings Monument Valley Lodge Tours, and Goulding's Monument Valley Enterprises, located 0.5 miles southwest of the intersection of San Juan County Road No. 422 and County Road No. 421. The land is composed of 670.65 acres, more or less, or 29,213,514 square feet, of fee simple estate, which includes 37.49 acres, more or less, of Navajo Indian Reservation leased land, (Lease 1 of 9.92 acres, more or less, and Lease 2 of 24.56 acres, more or less) which is more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference. The aforementioned real estate and improvements are also subject to the provisions of Article 3.0 of this Agreement.

B. R.G.J. Corporation, Executive RV, Inc., Goulding's Monument Valley Enterprises, L.L.C. are Owners of the assets, improvements, inventories, merchandise, and personal property being purchased by Buyer, described and listed as follows: a self-contained, full-service resort tourist destination and supporting community area. The personal property, improvements, and assets associated with the real property are described as follows: a 152-lodging unit hotel, Hillside Suites, villas, canyon apartments, cabins, luxury home, fourplex guest apartments, duplex guest apartments, and station/airport support rooms (airport Hangar Apartment and 4 Studio Guestrooms). The RV Park and campgrounds included 97 units (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near future. The property is also composed of the following: the upper lodge building, the restaurant, an RV Park and campground, employee housing, two pool houses (one at the main Goulding's Lodge and the other at the campground and RV Park), three exclusive cookout areas, a gift shop, a theatre and two museum buildings (old trading post), a grocery store, a laundromat, guest laundry, hotel laundry, lobby work station, a gas service station with food and beverage outlet, grocery store bakery, a car wash, a small airport, airport hangars, a sewer lagoon; water storage tanks, water wells, employee housing and several hiking trails, as well as several improvements that support the operation ( quick-service food and beverage outlets in the grocery store and service station, a guest laundry area at the RV park, several outdoor barbecue areas, a retail area (RV park), tour service with vehicles and maintenance shops, guest showers, guest laundry, office computers, furniture, fixtures, and equipment of the various business centers, storage warehouses and associated shops, elevators, life-safety systems, parking lots, sidewalks, signage, landscaping, administrative offices, and separate guest bath rooms. The business assets also include the following: the



business operations, business support facilities and personal property, good will of the business, business records and accounts, bookings or reservations, merchandise and inventory, furniture, fixtures, and equipment; storage and supply buildings, Sales Records ("hereinafter referred to as the "Real Property" or the "Property" or Property "Assets" or "Purchased Assets") together with all rights, title, and interests of Seller in and to all awards, leases, all tenancies, easements, rights-of-way, licenses, permits (including any permits for water well improvements on the property, (if any)), and water rights (if any) and rights-of-way appurtenant thereto and all recorded and unrecorded easements, and any and all covenants, agreements and appurtenances which attach, benefit, relate to, or are incident to the Real Property, as more particularly described in Exhibit "B". Excluded from the Property are the following and their underlying real estate: the hospital facility and underlying land, which is owned by Utah Navajo Development Council, a Utah non-profit corporation. These business assets are also subject to the provisions of Articles 4.0, 4.10, and 4.20 of this Agreement.

C. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances, all of Seller's right, title, and interest in, to, and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used, or held for use in connection with, the Gouldings Lodge Property (collectively, the "Purchased Assets"), including, without limitation, the following:

- (a) all inventory, merchandise, reservations or bookings, consumer goods for sale, Bills of Lading, Orders, finished goods, raw materials, work in progress, packaging, supplies, parts, all property in the business inventory that will be sold to customers, and all other inventories ("Inventory");
- (b) all Contracts, including Intellectual Property Licenses, which are a part of Exhibit "E" (the "Assigned Contracts"), attached hereto and incorporated herein by this reference. If upon execution of this Agreement Exhibit "E" is blank, then Seller shall provide Buyer and Escrow Agent with a listing of the Contracts or Agreements required for disclosure by Exhibit "E" within ten (10) business days from the execution of this Agreement.;
- (c) all intellectual Property Assets;
- (d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers ("FF&E"); telephones and other tangible personal property (the "Tangible Personal Property");
- (e) all Permits, including Environmental Permits, licenses, consents, authorizations, approvals, registrations and certificates of any Governmental Authority which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets (the "Licenses and Permits"), including without limitations, those which are a part of Exhibit "J";
- (f) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets (See Articles 4.0, 4.10, and 4.20), whether arising by way of counterclaim or otherwise;
- (g) all rights of recovery, rights of set-off, rights of recoupment, changes, sums and fees (including and such item relating to the payment of taxes);

- (h) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;
- (i) all insurance benefits, including rights and proceeds, arising from or relating to the Business and the Purchased Assets;
- (j) originals, or where not available, copies of books and records necessary for operations, including but not limited to; machinery and equipment maintenance files, list, customer purchasing histories, price lists, supplier lists, production data, quality purchasing histories, price lists, distribution lists, supplier lists, quality control records and procedures, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), marketing and promotional surveys, material research and intellectual property files relating to the Intellectual Property Assets and the Intellectual Property Licenses ("Books and records"); and
- (k) Inventory and Supplies. All Inventory and Operating Supplies shall be at standard quantities at Closing as determined as follows. For the Hotel – three (3) turns of linen and sixty (60) business days for room amenities and similar supplies. Fuel tanks shall be at a minimum of fifty (50) percent of capacity. For all other Operations and Departments, the inventory and supplies shall be at the average quantities as determined by the average comparable balance sheet amounts for the past two-years.
- (l) Group Sales Records. All group sales contracts and reports from January 1, 2022 through the date of Closing which relate to the Property (the "Group Sales Records").
- (m) All motor vehicles of the business, including tour buses, jeeps, and automobiles.
- (n) Business and employee housing and related improvements.

Articles 4.0, 4.10, and 4.20, below, provides further guidance for the purchase of assets hereunder.

D. Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets):

1. All benefit Plans and assets attributable thereto;
2. Any cash or cash equivalents in Seller's name as of the Closing Date;
3. Associated Foods deposit account, Class A Stock, Class C Stock, members patronage Dividend Certificates, Redemption Certificates, Patrons Credit Account, Dairy Efficiency Incentive Deferred, Dairy Advertising Allowance, and Exclusive Brands Trip account, if any.
4. All causes of action and all claims, including all contingent and unliquidated claims of every kind and nature related to the Assets arising, accruing, or existing prior to the Closing Date;
5. The assets, properties and rights specifically set forth in the attached to Exhibit "D"; and

Seller's Personal Property and listing of business inventory not being sold with the Property are attached hereto and incorporated herein as Exhibit "D." If upon execution of this Agreement, Exhibit "D" is blank, then Seller shall provide Buyer and Escrow Agent with the aforementioned listing within ten (10) business days of execution of this Agreement.

E. Appurtenances shall include all buildings used in connection with the business required by Section 1.03 B. above, such as warehouses, service centers, company vehicle garages or service centers, business laundries, washers, dryers, sinks, fixtures, computer service centers and equipment, water and sewer pipelines, company roads, furniture, fixtures, and equipment used in the business enterprises, including, but not be limited to, water rights, if any, and improvements to the property, i.e., houses, buildings, out-buildings, fences, storage sheds) and business Enterprise inventory of sheets, blankets, bed sheets, towels, napkins, dish cloths, table cloths, pots and pans, kitchen equipment fixtures, furniture, (furnishings including chairs and tables), merchandise, fences, bill boards, water pipelines, water ditches, tour and company vehicles, and all other improvements and fixtures of every description presently located on said Property. A listing of such business and personal property is attached hereto and incorporated herein by this reference as Exhibit "B".

F. Landlord interests in all leases with improvements, including two (2) museum buildings, theater, John Wayne's Cabin, airport landing strip, aircraft hangar(s), pilot's lounge and building, maintenance facilities of the business, tenancies, licenses, agreements, and other rights of occupancy or use for any portion of the Real Property, including the lease(s) being more particularly described in Exhibit "C," attached hereto and incorporated herein by this reference. If upon execution of this agreement, Exhibit "C" is blank, then Seller shall provide Buyer with the listing of indentures, leases, licenses and agreements required for disclosure by Exhibit "C" within ten (10) business days from the execution of this Agreement.

G. All of Seller's right, title, and interest in and to all minerals and mineral rights (if any), whether surface or subsurface rights, and all water, water rights and water appropriations (if any), whether ground or surface rights, and their ways of ingress and egress, in connection with the Real Property.

H. Prior to Closing, Seller shall address, mitigate, or remove all of the applicable Recognized Environmental Concerns listed in Exhibit "A-1", which is attached hereto and incorporated herein by this reference.

All of the foregoing property, and appurtenances described in this Agreement shall be transferred by the Seller to the Buyer free and clear of all liens and unauthorized encumbrances.

**Section 1.04 EARNEST MONEY DEPOSIT.** Upon execution of this Agreement, Buyer, shall pay SEVEN MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$7,140,000) as an earnest money deposit (hereinafter referred to as the "Earnest Money"). If the transaction contemplated by this Agreement closes in accordance with the terms and conditions of this Agreement, at Closing, the Earnest Money shall be delivered by Escrow Agent to Seller as payment towards the Purchase Price and credited toward the purchase price.

Should Buyer refuse to complete the purchase during the 60-day Feasibility Period, in accordance with this Agreement for any reason other than default of Seller, Seller shall be entitled to FIFTY THOUSAND DOLLARS (\$50,000) subject to the above stated schedule, as liquidated damages and discharge Buyer from any and all liability, actual or perceived, under this Agreement.

Should Buyer refuse to complete the purchase subsequent to the 60-day Feasibility Period, in accordance with this Agreement for any reason other than default of Seller, Seller shall be entitled to

SEVEN MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$7,140,000) subject to the above stated schedule, as liquidated damages and discharge Buyer from any and all liability, actual or perceived, under this Agreement.

Should Seller refuse to complete the sale in accordance with this Agreement for any reason other than default of Buyer, SEVEN MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$7,140,000) paid with interest shall be returned to Buyer and Buyer may utilize such remedies as may be available in law or equity.

**Section 1.05 PURCHASE PRICE.** The Purchase Price for the Property to be purchased by Buyer is FIFTY-NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$59,500,000) for the real estate, improvements, personal property, and as described in Exhibits "A", "B," "C," and "E" (hereinafter referred to as the "Purchase Price"). Navajo Nation Business Site Leases 1 and 2 will be assigned to Buyer without charge. The price is \$88,719.89 per acre or \$2.036 per square foot, including improvements, personal property, leases, licenses, furniture, fixtures, equipment, and the other assets listed in Paragraph 1.03 above. The Purchase Price is payable as set forth in Sections 1.04 and 1.05, plus or minus the prorations and fees, payable at the Closing of the Sale.

**Section 1.06 PAYMENT SCHEDULE.** Buyer shall pay all the remaining amount of the Purchase Price, in cash or certified funds, plus or minus prorations and fees, on or before Closing, which shall be no later than ninety (90) business days after opening of escrow.

**Section 1.07 PREPAYMENT; ADVANCING THE CLOSING.** Buyer reserves the privilege to prepay at any time without premium or fee the entire balance of the Purchase Price upon five business (5) days written notice to Seller.

**Section 1.08 CLOSING DELIVERABLES.**

A. At the Closing, Seller shall deliver to Buyer the following:

- (i) Any Escrow Agreement Addendum, if necessary, duly executed by Seller;
- (ii) A bill of sale [in the form of Exhibit "H" hereto/in form and substance satisfactory to Buyer] (the "Bill of Sale") and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;
- (iii) With respect to each parcel of Owned Real Property, a general warranty deed in form and substance satisfactory to Buyer (each, a "Deed") and duly executed and notarized by Seller, in the form attached hereto and incorporated herein as Exhibit "F";
- (iv) The FIRPTA Certificate;
- (v) The certificates of the Chairman of the Board, Authorized Agent or other authorized corporate or company officer of Seller required by Section 3.01 (A) and Section 3.02 (B);
- (vi) Such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and

B. At the Closing, Buyer shall deliver to Seller the following:

- (i) The Purchase Price less the Escrow Amount;
- (ii) Any required Escrow Agreement, if any, duly executed by Buyer;
- (iii) The Assignment and Assumption Agreement duly executed by the Buyer;
- (iv) With respect to each Lease or Contract, an Assignment and Assumption of Lease or Contract duly executed by Buyer, as in conformance with the requirements of the Real Estate and Asset Purchase Agreement;
- (v) The certificates of authorized government officials of Buyer required by Section 4.202(J) and Section 4.202(K).

**Section 1.09 ESCROW: CLOSING.** Buyer shall employ [insert name of Escrow Agent] of Anderson-Oliver Title Insurance Agency, agent of Stewart Title Guaranty Company (81 East 100 South, Post Office Box 1165, Monticello, UT 84535; telephone 435-587-3344; fax: 435-587-2223) as Escrow Agent ("Escrow Agent") in connection with the Agreement, and Buyer and Seller agree that this Agreement shall constitute escrow instructions to Escrow Agent.

A. **OPENING OF ESCROW.** As used herein, the "Opening of Escrow" shall mean that date on which the Escrow Agent receives four (4) fully executed counterparts of this Agreement and the Earnest Money deposit. Seller fully understands that the Navajo Nation Council must approve this agreement by enacting legislation. Thus, the execution of this Agreement with the deposit of Earnest Money is subject to the prior approval of the Naa'bik'iyati' Committee of the Navajo Nation Council and the Navajo Nation Council. Upon the Opening of Escrow, the Escrow Agent shall execute the Approval by Escrow Agent form attached to this Agreement, enter the date of the Opening of Escrow in the date space provided on the Attached Approval by Escrow Agent form, date this Agreement, and shall deliver to each Seller, Seller's attorney, Buyer and Buyer's attorneys one fully executed original counterpart of this Agreement. All counterparts or copies of this Agreement required to be delivered shall be delivered in accordance with Section 5.06 of this Agreement.

B. **ESCROW INSTRUCTIONS.** Upon delivery of a counterpart of this Agreement executed by Buyer and Seller and upon the execution by Escrow Agent of the Approval by Escrow Agent form attached hereto, this Agreement shall constitute instructions to Escrow Agent. If required by Escrow Agent, the parties shall execute the printed form escrow instructions used by Escrow Agent, including any mutually acceptable modification thereto, (hereinafter referred to as "Escrow Instructions"), to which shall be attached an executed copy of this Agreement, and which to either shall constitute instructions to Escrow Agent.

If any of the provisions of this Real Estate and Asset Purchase Agreement conflict with the Escrow Instructions, the provisions of this Real Estate and Asset Purchase Agreement shall govern and control. No provisions of the Escrow Instructions shall excuse any performance by either party at the times provided for in this Agreement, extend the Closing date provided for herein or provide either party hereto with any grace period not provided for in this Agreement, and any such provision in the Escrow Instructions shall be deleted. The parties expressly agree that the "3-day cancellation" provision shall be stricken from the Escrow Instructions and the escrow may be canceled by the non-breaching party immediately upon breach of this Agreement.

C. **CLOSING.** The transaction shall be closed at the office of Anderson-Oliver Title Insurance Agency, 81 East 100 South, Monticello, Utah at 11:00 o'clock a.m., ninety (90) business days after opening of escrow, or such earlier date, or such other location and place, as both parties may agree to in writing (the "Closing Date") except as otherwise provided in this Real Estate and Asset Purchase Agreement after all of the conditions to Closing set forth in Articles 4.20 are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing, with five (5) business days' notice in writing to the Seller by Buyer of such intent to an early Closing date.

**Section 1.10    PRE-CLOSING.** The Pre-Closing procedure shall be as follows:

A.     Feasibility Period; Approval and Disapproval: Buyer shall, on or before the expiration of the Feasibility Period, approve or disapprove the Purchased Assets in its sole discretion by written notice to Seller and Title Company. If Buyer delivers a written notice of disapproval of the Purchased Assets prior to the expiration of the Feasibility Period the Agreement shall be automatically terminated, and the Title company shall immediately pay the Earnest Money Deposit, less FIFTY THOUSAND DOLLARS (\$50,000), to Buyer, and neither Party shall have any further obligation hereunder except for the Surviving Obligations. Buyer's delivery to Seller and Escrow Agent of a written notice of approval, or Buyer's failure to deliver to Seller and Escrow Agent a written notice of approval or disapproval prior to the expiration of the Feasibility Period shall be deemed to constitute Buyer's waiver of its obligation to any matter discovered as a result of its inspections and studies, and its rights to terminate shall lapse and all Earnest Money shall be deemed earned subject only to Seller's meeting its closing obligations created and existing pursuant to this Agreement.

B.     Seven (7) business days prior to Closing, Seller shall deposit with escrow Agent:

1.     a fully executed and acknowledged General Warranty Deed, attached hereto and incorporated herein as Exhibit "F", and mineral deeds, if required, conveying to Buyer fee simple title to the Real Property subject only to any exceptions shown therein; the title policies as described in Sections 3.01 (E) and 3.05 of this Agreement;

2.     an assignment, duly executed and acknowledged by Seller, in recordable form, assigning to Buyer all of Seller's right, title, and interest in and to Business Site Lease 1, Business Site Lease 2, any and all contracts, leases, Intangible Property, Bookings or reservations, merchandise, consumer goods for sale, Bills of Lading, Invoices, Orders, permits or property interests together with all appurtenances, including fixtures, furniture, and any and all reserve or contingency funds or amounts, owned by Seller thereon, in substantially the form as that which is attached hereto as Exhibit "G. There shall be executed assignments of the following contracts: (1) [list all agreements that must be assigned here], (2) and other Contracts. An Assignment of Contract indenture shall be executed substantially in the form which is attached hereto and incorporated herein as Exhibit "G" for all contracts that shall be conveyed.

3.     Bill of Sale for all improvements on the Real Property, as well as other Personal Property, Business Personal Property, including all furniture, fixtures, merchandise, consumer goods for sale, business inventories, and any and all reserve or contingency funds or accounts, conveying good title to Buyer free of all liens and encumbrances, in the form attached hereto as Exhibit "H".

4.     An assignment duly executed and acknowledged by Seller, in recordable form, assigning to Buyer all of Seller's right, title, and interest in all water rights, water appropriations, whether ground or surface rights on the Real Property, if any, substantially in the form attached hereto as Exhibit "I", and the execution of all documents required to affect such a transfer of rights.

5.     any and all documentation required by Article 3.0 of this Agreement that have not previously been tendered by Buyer;

6. an originally executed counterpart of each Contract and all other documents held by Seller with regard to the Lease properties; such other documents or materials necessary, desirable, or incidental to the consummation of the transactions provided for herein which Buyer may reasonably request.

C. No later than seven (7) business days before closing, Buyer shall deliver to the Escrow Agent the payment required by this Agreement as adjusted for the prorations and fees described in Sections 1.05 and 3.09 of this Agreement.

D. Five (5) business days prior to the Closing, Buyer and Seller shall execute (or have executed) and deposit in escrow, as appropriate all other documents necessary for the completion of this transaction. In cases where the forms of documents are attached hereto, such forms shall be used; in cases where required forms for documents customarily employed by reputable title companies or for governmental or private leases or permits in transactions of this kind shall be used.

## ARTICLE 2.0: DEFINITIONS

**Section 2.01** **DEFINITIONS.** The following terms have the meanings specified or referred to in this Article 2.0:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) of a Person means the power to, directly nor indirectly, direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or other ownership interests, by Contract or otherwise, including, with respect to a corporation, partnership or limited liability company, the direct or indirect ownership of more than 51% of the voting securities in such corporation or the voting interest in a partnership or limited liability company. Notwithstanding the above, Seller owns LaFont’s Inc. of Arizona that operates the Wetherill Inn in Kayenta, Arizona. LaFont’s Inc. of Arizona shall not be considered an “Affiliate” under this Agreement.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Assigned Contracts**” has the meaning set forth in Section 1.03.C.(b).

“**Assumed Obligations**” means those obligations that, as a material part of the consideration of this Agreement, Buyer expressly agrees at Closing to fully assume and be bound by as terms, conditions, and provisions of Seller’s existing contracts and obligations, if any, which are and, otherwise, shall be identified in the Exhibit “E” attached hereto and incorporated herein by reference. Buyer shall identify and hold harmless Seller from any and all obligations created and existing pursuant to and, otherwise, under the Assumed Obligations that may be incurred or, otherwise, may accrue following the Closing. Seller shall indemnify and hold harmless Buyer from all obligations created and existing pursuant to and, otherwise, under the Assumed Obligations that may be incurred or, otherwise, accrue prior to the Closing and all obligations, contracts, and agreements that are not, otherwise, assumed by Buyer pursuant to this Agreement. Buyer shall pay any reasonable and customary transfer or assignment fees or charges associated with the transfer of the Assumed Obligations.

“**Balance Sheet**” has the meaning set forth in Section 4.03.

“**Balance Sheet Date**” has the meaning set forth in Section 4.03.

“**Bill of Sale**” has the meaning set forth in Section 1.08.A.(ii).

“**Books and Records**” has the meaning set forth in Section 1.03.C.(j).



**"Business"** has the meaning set forth in the recitals to this Agreement.

**"Business Day"** means any day except Saturday, Sunday, or any other day on which commercial banks located in the Navajo Nation are authorized or required by Law to be closed for business.

**"Buyer"** has the meaning set forth in the preamble to this Agreement.

**"Buyer's Agent"** is the Buyer's Lessee of the Property: the Navajo Nation Hospitality Enterprise

**"Buyer's Accountants"** means the Navajo Nation Hospitality Enterprise and the Office of the Controller of the Navajo Nation.

**"CERCLA"** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

**"Closing"** has the meaning set forth in Section 1.09.C.

**"Closing Date"** has the meaning set forth in Section 1.09.C.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Contracts"** means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

**"Deed"** has the meaning set forth in Section 1.08.A.(iii).

**"Dollars or \$"** means the lawful currency of the United States.

**"Encumbrance"** means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

**"Environmental Attributes"** means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that have been held, allocated to or acquired for the development, construction, ownership, lease, operation, use or maintenance of the Business or the Purchased assets or as of: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Law or term or condition of any Environmental Permit.

**"Environmental Claim"** means an Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

**"Environmental Law"** means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980. As amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984. 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution

Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

**“Environmental Notice”** means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

**“Environmental Permit”** means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

**“ERISA Affiliate”** means, with respect to any Person, any other Person that, together with such first Person, would be treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.

**“Escrow Agent”** means the entity designated to serve as escrow agent under the Escrow Agreement.

**“Escrow Agreement”** means the Escrow Agreement among Buyer, Seller and the Escrow Agent and held in escrow pursuant to the Escrow instructions set forth in this Agreement.

**“Earnest Amount”** means the sum of \$7,140,000 to be deposited with the Escrow Agent and held in escrow pursuant to the Escrow instructions set forth in this Agreement.

**“Feasibility Period”** means sixty (60) business days from the Opening of Escrow.

**“Financial Statements”** has the meaning set forth in Section 4.03.

**“FIRPTA Certificate”** has the meaning set forth in Section 4.202.(L).

**“OCBOA”** means Other Comprehensive Basis of Accounting as defined by the American Institute of Certified Public Accountants.

**“Governmental Authority”** means any federal, state, local, tribal, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal or competent jurisdiction.

**“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

**“Hazardous Materials”** means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

**“HSR Act”** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

**“Intangibles”** means any and all of the following, to the extent owned by Seller that are assignable transferable, that relate to or, otherwise, affect in any way, the design, construction, ownership, use, occupancy, lease, maintenance, service, or operation of the Land, Improvements, or the Personal Property: (i) warranties, guaranties, indemnities, and claims for the benefit of Seller (collectively, the “Warranties”); (ii) licenses, permits, utility reservations, certificates of occupancy, and similar instruments or documents issued by any federal, state, tribal, local, or municipal authority or, otherwise, by any private party, so long as assignments can be made without material cost to Seller (collectively, the “Licenses”); (iii) trade names, trade styles, trademarks, service marks, domain names, websites, and other identifying materials and, otherwise, information, and all variations and derivatives thereof, together with all related goodwill

(collectively, the "Trade Names") (it being understood and agreed that the name of the hotel chain to which and, otherwise, with which the Property is affiliated by franchise or other license agreement is a protected name and, otherwise, registered service mark of such hotel chain to which and, otherwise, with which the Property is affiliated by franchise or other license agreement is protected name and, otherwise, registered service mark of such hotel chain and cannot be transferred to Buyer by this Agreement); (iv) plans, drawings, specifications, surveys, soil reports, engineering reports, inspection reports, environmental audits, and other technical descriptions and reports associated with the Property, to the extent the same are in Seller's possession or, otherwise, control (collectively, the "Plans and Specs").

**"Intellectual Property"** means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications; and (f) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

**"Intellectual Property Assets"** means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted.

**"Intellectual Property Licenses"** means all licenses, sublicenses and other agreements by or through which other Persons, including Seller's Affiliates, grant Seller exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted.

**"Intellectual Property Registrations"** means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

**"Interim Financial Statements"** has the meaning set forth in Section 4.03.

**"Inventory"** has the meaning set forth in Section 1.03.C.(a).

**"Knowledge of Seller or Seller's Knowledge"** or any other similar knowledge qualification, means the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

**"Leased Real Property"** has the meaning set forth in Section 1.03.F.

**"Leases"** has the meaning set forth in Section 1.03.F.

**"Liabilities"** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

**"Losses"** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers;

*provided, however*, that “Losses” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis; [*provided, however*, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement, except pursuant to Section 4.02 and Section 4.108; (vi) any changes in applicable Laws or accounting rules, including OCBOA; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.]

“**Material Contracts**” has the meaning set forth in Section 4.06.A.

“**Material Customers**” has the meaning set forth in Section 4.11.A.

“**Material Suppliers**” has the meaning set forth in Section 4.11.A.

“**Permits**” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“**Permitted Exceptions**” means the defects, liens, encumbrances, and other matters affecting title to the Property to which Buyer does not object or, otherwise, is deemed to have accepted in accordance with the terms of this Agreement

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Purchase Price**” has the meaning set forth in Section 1.05.

“**Personal Property**” means any and all of Seller’s rights, titles, and interests in equipment, furniture, fixtures, supplies, and other items of tangible personal property situated at the Gouldings Lodge and more fully set forth at Exhibit “A” of this Agreement and relating to the ownership or operation of the Property, including, but not limited to all furniture, furnishings, fixtures, equipment, signs; all heating, lighting, plumbing, drainage, electrical, air conditioning, and other mechanical fixtures, equipment, and systems; all elevators, escalators, and related motors, and boiler pressure systems and equipment, all shelving and partitions; all ventilating equipment, all incinerating and disposal equipment; all pool and fitness equipment and furnishings; all vans, automobiles, and other motor vehicles; all carpet, drapes, beds, furniture, televisions, telephones, and other furnishings and devices; and all stoves, ovens, freezers, refrigerators, dishwashers, disposals, and kitchen equipment and utensils, tables, and chairs.

“**Proceeding**” means any action, cause of action, charge, suit, hearing, claim, complaint, dispute, controversy, lawsuit, litigation, investigation, inquiry, audit, examination, arbitration or proceeding (in each case, whether civil, criminal or administrative or at law or in equity) by or before a Governmental Authority.

“**Purchased Assets**” has the meaning set forth in Section 1.03.C.

“**Real Property**” means, collectively, the Owned Real Property and the Leased Real Property, as more fully set forth at Exhibit “A” of this Agreement.

“**Release**” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

**"Representative"** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

**"Restricted Period"** has the meaning set forth in Section 4.107(a).

**"Seller"** has the meaning set forth in the preamble to this Agreement.

**"Tangible Personal Property"** has the meaning set forth in Section 1.03.C

**"Taxes"** means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

**"Tax Return"** means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**"Title Commitment"** means a current Commitment for Title Insurance for the issuance to Buyer of the Title Policy from the Title Company pertaining to the land.

**"Title Company"** shall have the same meaning as the Escrow Agent set forth and, otherwise, designated on the first page of this Agreement.

**"Transaction Documents"** means this Agreement, The Real Estate and Asset Purchase Agreement, the Escrow Instructions set forth in this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Intellectual Property Assignments, Deeds, Assignment and Assumption of Leases, [the Transition Services Agreement,] [*LIST OTHER TRANSACTION DOCUMENTS*] and the other agreements, instruments and documents required to be delivered at the Closing.

**"WARN Act"** means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local, and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

### **ARTICLE 3.0: REAL ESTATE AND PURCHASED ASSETS**

**Section 3.01 REPRESENTATIONS AND WARRANTIES OF SELLER.** To induce Buyer to enter into this Agreement and to purchase the Real and Personal Property, Seller represents and warrants the following to Buyer, all of which are true as of the date hereof, shall be true at the Closing, and shall survive the Closing, and delivery of the Deed:

A. Seller, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah corporation, and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company, collectively, doing business as Gouldings Monument Valley Lodge and Tours, Mr. Wayland LaFont, Managing Member and Authorized Agent, of the aforesaid corporations and limited liability company is the owner of the Property. Sellers are duly empowered and authorized to engage in the Sale of Real Property and Business assets, in or out of the ordinary course of business.

B. Seller's signatory has the full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Seller is duly authorized to execute, deliver, and perform this agreement pursuant to the Articles of Incorporation and Bylaws of the Corporation and a corporate resolution duly certified, or Articles of Organization, as authorizing the Sale of the Real and Personal Property by the Managing Member or authorized company official.

C. The consummation of the transaction contemplated by this Agreement will not violate or result in a breach by Seller of, or constitute a default under, or conflict with, or cause any acceleration of any obligation with respect to (i) any provisions or restrictions of Seller's corporate or estate agreements,

articles of incorporation, bylaws, or any loan, or indenture, or mortgage of Seller, or (ii) any provisions or restrictions of any lien, lease agreement, contract, mortgage, instrument, order, judgment, award, decree, ordinance or regulations or any other restriction of any kind or character to which any assets or properties of Seller are subject or by which Seller is bound.

D. Seller is not aware of any actions, suits, or proceedings arising out of or affecting the Real Property. Seller has no knowledge of any other claims, actions, suits, or other proceedings, threatened or pending, by any person, governmental agency, or other entity arising out of or affecting the Real or Personal Property.

E. Seller has good, marketable, and insurable title to the Real Property, free and clear of all mortgages, encumbrances, security interests, covenants, conditions, restrictions, rights-of-way (other than those for public utilities and public roads), easements (other than those for public utilities), judgments, and other matters affecting title or interests excepting only the exceptions approved by Buyer and shown in the commitment for title insurance. As of the Closing date, no person, partnership, or legal entity shall be entitled to any claim for mechanic's, material men's, or laborer's liens for work or materials ordered by Seller against the Real Property.

F. Seller shall obtain the release of the following Mortgages, Deeds of Trust, and recourse Security Interests at Closing:

- a. (Reserved)
- b. Payment of property tax.

G. Seller shall transfer all leases or permits, including the water permit (if any), clear of all mortgages, liens, encumbrances, and restrictions, and other matters affecting interest.

H. There are no written or oral contracts of Seller applicable to the Real or Personal Property that are not terminable upon the sale of the Real or Personal Property, or upon thirty (30) business days' notice except those on file with the Navajo Land Department office as of May 1, 2022, and those easements and leases after May 1, 2022 will be furnished to the Navajo Land Department prior to Closing.

I. All real and personal property taxes due and payable in connection with the use and ownership of the Real and Personal Property prior to the Closing date will be or have been, paid in full; however, real property taxes will be prorated to Closing date.

J. To the knowledge of Seller, there are no condemnation or similar proceedings against the Real Property either pending or anticipated.

K. To the knowledge of Seller, there are no contemplated changes in any applicable laws, ordinances, regulations, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon the Real Property, which would prevent, limit, impede, or render more costly Buyer's contemplated use of the Real Property.

L. To the knowledge of Seller, Seller is in compliance with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Real and Personal Property.

M. To the knowledge of Seller, no portion of the Real or Personal Property is affected by any special assessments, whether or not constituting a lien thereon.



N. All documentation and written information furnished or to be furnished by Seller to Buyer is at the time it is furnished, or as of the Closing true, correct, and complete, and is not materially misleading, and Seller warrants that all such documents and information were prepared in the ordinary course of business.

O. Seller shall enter into no lease relating to the Real or Personal Property after the date hereof which extends beyond the Closing date or which reduces the value of the Real or Personal Property.

P. Seller is not now, and will not at the Closing date, be in default under any covenant, condition, restriction, reservation, easement, or right-of-way related to the Real or Personal Property or the operation or maintenance thereof.

Q. No person or entity has any right or option to acquire the Real or Personal Property or any portion thereof or any interest therein or to modify any existing right or interest therein.

R. Equipment and personal property, either movable, transferable, or affixed to the Real Property, included in this Agreement are free and clear, whether recorded or not recorded, of any liens, mortgages, collateral, and encumbrances, and that title to the equipment and personal property are not in the possession of or under claim by any other person or persons, commercial entities, or governmental bodies other than Seller.

S. All improvements affixed to the Real Property are free and clear, whether recorded or not recorded, of any liens, mortgages, collateral, and encumbrances, and that title to these improvements is not in the possession of or under claim by any other person, commercial entities, government bodies or agencies, other than Seller except for improvements affixed to premises by any tenant.

T. There are no maintenance, supply, management or other contracts, licenses or agreements affecting the Property other than as set forth in Exhibits "C" and "E". The Contracts are in full force and effect, no default exists thereunder by either party, all amounts due thereunder have been paid and all of the Contracts are freely assignable by Seller.

U. Condition of Assets. All assets are in operating condition and not in need of repair, subject to normal wear and tear and maintenance, as of the Closing.

V. With respect to matters performed or contracts entered into by the Seller, there are no employees of Seller or any person or entity with respect to the Property and no employees were hired in respect of the Property, who may make any claim of any nature against Buyer or the Property.

W. No services, material, or work have been performed or supplied by Seller to any portion of the property for which payment has not been made in full.

X. Without limiting the scope or effect of any other representation, warranty, or agreement contained in this Agreement:

1. Seller has not received any notice of any outstanding or threatened order, notice of violation or noncompliance from any federal, state, county, municipal, or other applicable authority regulating environmental or health and safety matters in connection with the use and operation of the Property;

2. Seller has no actual knowledge of any outstanding or threatened payments, claims or judgements against Seller, private or governmental, arising under any federal, state, municipal or other applicable environmental or health and safety laws, regulations, orders, or requirements;

3. Buyer may terminate this contract if notice is received from appropriate environmental authorities to remedy or clean up any leakage or spill of hazardous, toxic, or hazardous waste chemicals or materials. Seller's warranties set forth in this Section shall survive the Closing and delivery of the Deed.

**Section 3.02 REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer represents and warrants the following to Seller:

A. Buyer is a sovereign Indian Nation with the full power and authority to enter into this Agreement and to carry out the transaction contemplated hereby.

B. There are no actions, suits, or other litigation pending or, to the knowledge of Buyer, threatened against or affecting Buyer's business, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to Buyer, would individually or in the aggregate prevent Buyer from consummating the transaction contemplated by this Agreement.

C. The Buyer has all requisite governmental and corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the Transactions. The execution, delivery and performance by the Buyer of this Agreement, and the consummation by the Buyer of the Transactions, have been duly authorized by all necessary Navajo Nation Tribal Councils and legislative and governmental divisions and authorities on the part of the Buyer, and no other Navajo Nation governmental action is necessary on the part of the Buyer to authorize this Agreement or to consummate the Transactions. This Agreement has been duly executed and delivered by the Buyer, and, assuming the due authorization, execution and delivery by the Sellers, this Agreement constitutes a valid and binding obligation of the Buyer, enforceable against the Buyer, in accordance with its terms, except as limited by general principles of equity, whether such enforceability is considered in a Proceeding in equity or at law.

D. The consummation of the transaction contemplated hereunder will not result in a breach of any provision of any agreement or default under any contractual obligation of Buyer.

E. The Buyer has, and at the Closing will have, available cash or other resources in amounts sufficient to (i) pay the Purchase Price payable at 1.05 and to satisfy all other payments required by this Agreement (whether payable before, at or after the Closing), (ii) pay any related fees, costs and expenses incurred by the Buyer or its Affiliates in connection with the Transactions and (iii) otherwise consummate the Transactions.



F. At the conclusion of the Feasibility Period the Buyer will have conducted to its satisfaction its own independent review and analysis of, and based thereon has formed an independent judgment concerning, the Purchased Assets and the assets, properties, liabilities, condition, operations and prospects of the business of the Seller. In entering into this Agreement, the Buyer has relied solely upon its own review and analysis and the specific representations and warranties of the Sellers (as qualified or modified by the Disclosure Schedule) and not on any other representations, warranties, statements or omissions (whether by another Person or the Seller. The Buyer acknowledges and confirms that, except for the representations and warranties expressly set forth above, the Seller, or any of their respective Representatives have made, or shall be deemed to have made, and the Buyer has not relied on, is not relying on and hereby disclaims reliance upon, any other representation or warranty, express or implied, at law or in equity, in respect of the Purchased Assets or the assets and properties of the Seller, including with respect to (a) merchantability or fitness for any particular purpose, (b) the operation of the business of the Seller after the Closing, (c) the probable success or profitability of the business of the Seller after the Closing or (d) the accuracy or completeness of any information provided or obtained or the appropriateness or suitability of such information for the purposes of enabling the Buyer to evaluate the consummation of the sale. Other than with respect to any claim by Buyer, or their respective Representatives for Fraud, the Seller, or any of their respective Affiliates or Representatives will have or be subject to any liability to the Buyer or any other Person resulting from the sale to the Buyer, its Affiliates or their respective Representatives of, or the Buyer's use of or reliance on, any information relied on in expectation of the sale. At the conclusion of the Feasibility Period the Buyer confirms that the Seller has made available to the Buyer and the Buyer's Representatives such opportunity to ask questions of the personnel of the Seller, as well as such access to the offices, properties and books and records of the business of the Seller as deemed appropriate by the Buyer in connection with its determination to enter into this Agreement and consummate the sale.

### **Section 3.03 OPERATION OF THE BUSINESS AND BUSINESS ENTERPRISES PRIOR TO CLOSING.**

A. **Operating the Business and Business enterprises in the Ordinary Course of Business.** From the date of this Agreement until the Closing or earlier termination of this Agreement, the Seller shall operate the Business and Business enterprises in the ordinary course of business, including, without limitation, (i) maintaining all existing insurance coverage's (or adequate replacement thereof), (ii) maintaining bookings or reservations, inventories of Supplies and Retail Merchandise in the ordinary course of business, and (iii) performing maintenance and repairs of the Business and Business enterprises in the ordinary course of business.

B. **Contracts and Leases.** From the date of this Agreement until the Closing or earlier termination of this Agreement, the Seller shall not, except in the ordinary course of business, (i) amend, modify, extend, renew, or terminate any existing Contracts, Leases, Licenses or Permits, in each case without the Buyer's prior written consent, which consent shall not be withheld or delayed unreasonably, nor (ii) enter into any new Contracts, unless such new Contracts are terminable by the Buyer, without any termination fee, upon no more than thirty (30) business days' notice.

C. **Licenses and Permits.** The Buyer shall be responsible for obtaining the transfer of all Licenses and Permits (to the extent transferable) or the issuance of new licenses and permits. The Buyer, at its cost and expense, shall submit all necessary applications and other materials to the appropriate Governmental Authority and take such other actions to affect the transfer of Licenses and Permits or the issuance of new licenses and permits as of the Closing Date.

**Section 3.04 INDEMNIFICATION OF BUYER.** Seller shall indemnify and hold Buyer harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney's fees, that Buyer shall incur or suffer, which arise, result from, or relate to any breach of or failure by Seller to perform any of its representations, warranties, or covenants in this Agreement or in any other instrument furnished or to be furnished by Seller under this Agreement. Buyer shall promptly notify Seller of the existence of any claim, demand, or other matter to which Seller's indemnification obligations would apply and shall give Seller a reasonable opportunity to defend the same at Seller's own expense and with counsel of Seller's own selection, provided that Buyer shall at all times also have the right to participate in the defense at its own expense.

**Section 3.05 WARRANTY DEED AND TITLE POLICY.** At the Closing, Seller shall execute, acknowledge, and deliver to Buyer a Warranty Deed (the "Deed") in such form as will convey to Buyer good, merchantable, and marketable title in fee simple to the Real Property, consistent with the representations stated in Sections 1.03, 3.01 and 3.05 herein. Seller shall also, at their expense, deliver at the Closing a Title Insurance Policy in the amount of the total purchase price insuring good, merchantable, and marketable title in fee simple to the Real Property in the Buyer with exceptions only for the Buyer approved permitted exceptions. Seller agrees to deliver and convey possession of the subject property to Buyer at the Closing.

**Section 3.06 OBLIGATIONS AND COVENANTS OF SELLER PENDING THE CLOSING.** From the date of this Agreement until the Closing date, Seller shall:

A. Maintain and operate the Real and Personal Property in substantially the same condition and manner as such properties are presently maintained and operated, and make all repairs and replacements required with respect to such properties.

B. Execute and deliver to Buyer all written consents and authorizations as may be necessary in the opinion of Buyer, to make a search of the records of any governmental agency or authority having jurisdiction, in order to verify any provision, covenant, agreement, condition, warranty or representation made by Seller in this Agreement.

C. Permit Buyer and/or designated agents to inspect the Property.

D. Provide all services and perform all work required to be provided or performed by Seller, and comply in all respects with its obligations as lessor and/or lessee pursuant to the provisions of each of the leases or agreements, if any.

E. Maintain all insurance coverage currently in effect on the Property.

F. Without Buyer's prior written consent, from the date of this Agreement until the Closing date, Seller shall not:

1. Remove any article of property affixed to the Property except as may be necessary for repairs; provided, however, that any article so removed for repairs shall be returned to the Property promptly upon its repair and shall remain a part of the Property whether or not such article shall be located on the Property at the time of the Closing.

2. Modify, amend, and renew, extend, terminate or otherwise alter any of the Leases or Contracts for occupancy of the Property or waive any of Seller's rights thereunder or

enter into any new lease or occupancy agreements without the prior written consent of Buyer.

3. Enter into any employment, service, maintenance, supply or management contract affecting the Property which extends beyond the Closing date; or
4. Undertake or commence any renovation or alterations to any of the improvements, except those necessary to comply with the provisions of this Agreement.

**Section 3.07 RISK OF LOSS, DAMAGE, OR DESTRUCTION.** All risk of loss, damage, or destruction to the premises shall be borne exclusively by Seller until Closing. Seller shall deliver possession of the premises and improvements to Buyer at Closing in as good a condition as they are now, reasonable wear and tear excepted. In the event of any damage to any of the improvements comprising the property by fire or other casualty, this Agreement shall remain in full force and effect. Seller shall restore or repair such damage as soon as possible (all work to be done in a good and proper manner so that the property shall have been restored to its condition immediately prior to the fire or casualty. If the Property is not restored into its condition prior to the fire or casualty, Buyer has the option, at its sole discretion, to terminate this Real Estate and Asset Purchase Agreement, in which case, the Buyer shall be entitled to a refund of all the Earnest Money, and the Seller and the Buyer shall have no further rights or obligations under this Real Estate and Asset Purchase Agreement. If Buyer shall elect, Seller shall refrain from repairing any such damage and Buyer shall accept the conveyance of the Property in such damaged condition, and Seller shall assign and transfer to Buyer, at the time of Closing, all of the policies of insurance covering such damage or casualty and the proceeds thereof. If the Closing Date is scheduled to occur within the Buyer's five (5) day election period, in the event of Property destruction, damage, or casualty, the Closing Date shall be extended thirty (30) business days. Buyer shall make any elections provided for herein by delivery of written Notice to Seller.

**Section 3.08 GENERAL CONDITIONS PRECEDENT TO CLOSING.** Buyer's obligation to consummate the purchase of the real property and to close this transaction is conditioned upon the satisfaction of each of the following general conditions within the applicable time periods hereinafter specified:

A. Approval by Buyer of preliminary title reports or commitments for a title insurance policy covering the real properties prepared and agreed to by Buyer and all exceptions, stipulations, conditions, and requirements contained therein. On or forty-five (45) business days prior to Closing, Seller shall furnish to Buyer current title reports and commitments for title insurance together with legible copies of all matters of record listed as exceptions therein (complete title reports). Seller shall also deliver legible copies of all recorded and unrecorded encumbrances, including leases, permits, rights-of-way, liens, citations, or other indentures, agreements, or occupancy agreements. Buyer shall notify Seller and the title company in writing by certified mail of Buyer's disapproval of any matter contained in said reports and absent such notice, Buyer shall be deemed to have approved the title. If Buyer so disapproves of any matter contained in said reports, Seller may attempt to cure Buyer's objections prior to the Closing date. If Seller cannot cure any such objections before the Closing date, Buyer may accept the same and abate the purchase price in an amount agreed upon by the parties hereto, or terminate this Agreement with a refund of the Earnest Money paid by Buyer.

B. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by Seller prior to or as of the Closing.

C. All other documents required to be delivered by Seller at or prior to the Closing date shall have been delivered or shall be tendered at the Closing.

D. All the representations and warranties of Seller set forth in this Agreement shall be true at and as of the Closing in all respects as though such representations and warranties were made at and as of the Closing.

E. Seller shall not have made an assignment for the benefit of creditors or admitted in writing his inability to pay his debts as they mature, shall not have been adjudicated as bankrupt or filed a petition in voluntary or involuntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the Federal Bankruptcy law or any other similar law or statute of the United States or any State or Indian Nation, and no such petition shall have been filed against it.

**Section 3.09 PRORATIONS.** The following items shall be prorated, including the payment of fees, between the Seller and the Buyer as of the Closing date in the following manner:

A. Seller shall pay all taxes general and special, and special assessments, against the Real Property which are due or have accrued or are a lien as of the Closing date. All taxes assessed (exclusive of rebates and penalties) becoming due and accruing during the calendar year in which the Deed is delivered shall be prorated between Seller and Buyer on the basis of the prior calendar year as of the Closing date.

B. All Closing costs, including escrow fees, recording fees, and title insurance costs, shall be paid by Buyer and Seller equally. The costs for any extended policy of insurance shall be borne by the Party requesting such extended coverage.

C. Any uncured title objections by Buyer.

**Section 3.10 POSSESSION.** Possession of the Real Property shall be delivered to Buyer immediately upon Closing. From the date of the execution of this Agreement until the date of Closing, Seller shall retain full usage and possession of the real and personal property. No lease or grant of easement after the date of the execution of this Agreement shall be entered into without the prior written consent of Buyer.

**Section 3.11 DEFAULTS AND REMEDIES.** In the event either party fails to perform any term or condition of this Agreement when due, then before an event of default shall allow the non-defaulting party to exercise its remedies, and the following shall take place. The non-defaulting party shall give the defaulting party written notice of the default, and thereafter the defaulting party shall have ten (10) business days to cure the default. In the event the default is not cured within that time limit, then the non-defaulting party may pursue all rights and remedies under this Agreement at law or in equity, including without limitation, canceling this Agreement and receiving the Earnest Money deposit.

## **ARTICLE 4.0: ASSETS**

### **ARTICLE 4.0: REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that the statements contained in this Article 4.0 are true and correct as of the date hereof.

**Section 4.01 ORGANIZATION AND QUALIFICATION OF SELLER.** Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Utah, has full corporate power and authority and is also a limited liability company in good standing under the laws of the State of Utah to own, operate, or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

**Section 4.02 NO CONFLICTS; CONSENTS.** The execution, delivery and performance by Seller of this Agreement and other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws, or articles of organization of the limited liability company or other organization documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) [except as set forth in Section 4.02 of the Disclosure Schedules,] require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. No consent, approval, Permit, Governmental Order, declaration of filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for such filings as may be required under the HSR Act.

**Section 4.03 FINANCIAL STATEMENTS.** Complete copies of the financial statements consisting of the balance sheet of the Business as at December 31<sup>st</sup> in each of the years 2022, 2021, 2020, 2019 and 2018 and the related statements of income and retained earnings, stockholder's equity and cash flow for the years then ended (the Financial Statements"), and interim financial statements consisting of the balance of the Business as at [DATE OF MOST RECENT QUARTER END] and the related statements of income and retained earnings, stockholders' equity and cash flow for the period then ended (the "Interim Financial Statements" and together with the Financial Statements, the "Financial Statements") [are included in the Disclosure Schedules/have been delivered to Buyer. The Financial Statements have been prepared on an income tax accrual basis OCBOA throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes. The Financial Statements are based on the books and records of the Business, and fairly present in all material respects, the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business periods indicated. Seller maintains a standard system of accounting for the Business established and administered on an income tax accrual basis OCBOA.

**Section 4.04 UNDISCLOSED LIABILITIES.** Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past

practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

**Section 4.05 ABSENCE OF CERTAIN CHANGES, EVENTS, AND CONDITIONS.** Other than in the ordinary course of business consistent with past practice, there has not been any:

- (a) Event, occurrence, or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
- (b) Material changes in any method of accounting or accounting practice for the Business or as disclosed in the notes to the Financial Statements;
- (c) Entry into any Contract that would constitute a Material Contract;
- (d) Incurrence, assumption, or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice.
- (e) Transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in Balance Sheet, except for the sale of Inventory in the ordinary course of business.
- (f) Cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;
- (g) Transfer, assignment, or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Licenses;
- (h) Material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;
- (i) Acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit.
- (j) Imposition of any Encumbrance upon any of the Purchased Assets;
- (k) Adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
- (l) Purchase, lease, or other acquisition of the right to own, use, or lease any property or assets in connection with the Business for an amount in excess of \$25,000, individually (in the case of a lease, per annum) or \$75,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of Inventory or supplies in the ordinary course of business consistent with past practice;

(m) Except those assets more fully set forth on Exhibit D, at the Closing (as herein defined), Seller shall sell, and Buyer shall purchase, all of Seller's right, title, and interest in and to the real, personal, and business assets Property of Seller.

#### **Section 4.06 MATERIAL CONTRACTS.**

A. Exhibit "E," lists each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Real or Personal Property (including without limitation, brokerage contracts) listed or otherwise disclosed in Section 1.03 and all contracts relating to Intellectual Property which are attached hereto as Exhibit "E," being "Material Contracts":

- (i) All Contracts involving aggregate consideration in excess of \$25,000 and which, in each case, cannot be cancelled without penalty or without more 30 business days' notice;
- (ii) All Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions;
- (iii) All Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person.
- (iv) All Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise).
- (v) All broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;
- (vi) All employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 30 business days' notice.
- (vii) Except for contracts relating to trade receivables, all Contracts relating to indebtedness (including without limitation, guarantees);
- (viii) All Contracts with any Governmental Authority;
- (ix) All Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;
- (x) All joint venture, partnership, or similar Contracts;



- (xi) All Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;
- (xii) All powers of attorney with respect to the Business or any Purchased Asset;
- (xiii) All collective bargaining agreements or Contracts with any Union; and
- (xiv) All other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this Section 4.06.

B. Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) [in any material respect], or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or threatened under a Contract included in the Purchased Assets.

**Section 4.07 TITLE TO PURCHASED ASSETS.** Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets (including leasehold interests) are free and clear of Encumbrances:

A. Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures and for which there are adequate accruals or reserves on the Balance Sheet:

B. Mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business or the Purchased Assets;

C. Easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the Business or the Purchased Assets, which do not prohibit or interfere with the current operation of and Real Property and which do not render title to any Real Property unmarketable; or

D. Other than with respect to Owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the Business of the Purchased Assets.

**Section 4.08 CONDITION AND SUFFICIENCY OF ASSETS.** The buildings, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property included in the



Purchased Assets are structurally sound, are in good operation condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct Business as currently conducted.

#### **Section 4.09 INTELLECTUAL PROPERTY.**

A. Exhibit "E", lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets that are not registered but that are material to the operation of the Business. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of the file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

B. Seller owns, exclusively or jointly with other Person(s), all right, title and interest in and to the aforementioned Intellectual Property Assets, free and clear of Encumbrances. Without limiting the generality of the foregoing, Seller has entered into binding, written agreements with every current and former employee of Seller and with every current and former independent contractor, whereby such employees and independent contractors (i) assign to Seller any ownership interest and right they may have in the Intellectual Property Assets; and (ii) acknowledge Seller's exclusive ownership of all Intellectual Property Assets. Seller has provided Buyer with true and complete copies of all such agreements. Seller is in full compliance with all legal requirements applicable to the Intellectual Property Assets and Seller's ownership and use thereof.

C. Exhibit "E," lists all Intellectual Property Licenses. Seller has provided Buyer with true and complete copies of all such Intellectual Property Licenses. All such Intellectual Property Licenses are valid, binding, and enforceable between Seller and the other parties thereto, and Seller and such other parties are in full compliance with the terms and conditions of such Intellectual Property Licenses.

D. The Intellectual Property Assets and Intellectual Property Licenses as currently or formerly owned, licensed, or used by Seller to or proposed to be conducted by Buyer have not, do not and will not infringe, violate or misappropriate the Intellectual Property of any person. Seller has not received any communication, and no Action has been instituted, settled, or to Sellers's Knowledge, threatened that alleges any such infringement, violation or misappropriation, and none of the Intellectual Property are subject to any outstanding Governmental Order.

E. Exhibit "E" lists all licenses, sublicenses, and other agreements pursuant to which Seller grants rights or authority to any Person with respect to any Intellectual Property Assets or Intellectual Property Licenses, Seller has provided Buyer with true and complete copies of all such agreements. All such agreements are valid, binding, and enforceable between Seller and the other parties thereto, and Seller and such other parties are in full compliance with the terms and conditions of such agreements. No Person has infringed, violated or misappropriated, or is infringing, violating, or misappropriating, any intellectual Property Assets.

**Section 4.10 INVENTORY.** All Inventory, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice,

except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller free and clear of all encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller.

**Section 4.11 CUSTOMERS AND SUPPLIERS.**

A. Seller has not received any notice, and has no reason to believe, that any of the Material Customers have ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

B. Seller has not received any notice, and has no reason to believe, that any of the Material Suppliers have ceased, or intends to cease, to supply goods or services to the Business or to otherwise terminate or materially reduce its relationship with the Business.

**Section 4.12 INSURANCE.** There are not claims related to the Business, the Purchased Assets pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates have received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any such Insurance Policies. All premiums due for such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solved; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable laws and Contracts to which Seller is a party or by which it is bound. True and complete copies of the Insurance Policies have been made available to Buyer.

**Section 4.13 LEGAL PROCEEDINGS: GOVERNMENTAL ORDERS.**

A. There are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (a) relating to or affecting the Business or the Purchased Assets; or (b) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for any such Action.

B. There are no outstanding Governmental Orders and no unsatisfied judgements, penalties or awards against, relating to, or affecting the Business or Purchased Assets.

**Section 4.14 COMPLIANCE WITH LAWS; PERMITS.**

A. Seller has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

B. All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Exhibit "C" lists all current permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of permits and their

respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Exhibit "C".

#### **Section 4.15 ENVIRONMENTAL MATTERS.**

A. The operations of Seller with respect to the Business, Property, and the Purchased Assets are currently and have been in compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Business, Property, or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

B. Seller has obtained and is in material compliance with all Environmental Permits, which are listed in Exhibit "J" and a copy of the Permits will be available upon request by Buyer, necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets or Property, and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets or Property. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event, or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

C. None of the Business, Property, or the Purchased Assets or any real property currently or formerly owned, leased, or operated by Seller in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

D. There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business, Property, or the Purchased Assets, and Seller has not received an Environmental Notice that any of the Business, Property, or the Purchased Assets (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit, by Seller.

E. Exhibit "J" contains a complete and accurate list of all active or abandoned above-ground or underground storage tanks owned or operated by Seller in connection with the Business, Property, or the Purchased Assets.

F. Exhibit "J" contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and any predecessors in connection with the Business, Property, or the Purchased Assets as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

G. Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

H. Seller has provided or otherwise made available to Buyer and listed in Exhibit "J": (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business, Property, or the Purchased Assets which are in the possession or control of Seller related to compliance with environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment, and operational changes).

I. Seller is not aware of or reasonably anticipates, as the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business costs associated with the ownership, lease, operation, performance or use of the Business, Property, or the Purchased Assets as currently carried out.

J. Seller owns and controls all Environmental Attributes (a complete and accurate list of which is set forth in Exhibit "J") and has not entered into any contract or pledge to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any Environmental Attributes as of the date hereof. Seller is not aware of any condition, event or circumstance that might prevent impede or materially increase the costs associated with the transfer (if required) to Buyer of any Environmental Attributes after the Closing Date.

#### **Section 4.16 TAXES.**

A. All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been or will be timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been or will be, timely paid.

B. Seller has withheld and paid each tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

C. All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid.

D. Seller is not a party to any Action by any taxing authority. There are not pending or threatened Actions by any taxing authority.

E. There are no Encumbrances for Taxes upon any of the Purchased Assets nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

F. Seller is not a 'foreign person' as that term is used in Treasury Regulations Section 1.1445-2.

G. Seller is not, and has not been, a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

H. None of the Purchased Assets is property that Seller is required to treat as being owned by any other person pursuant to the so-called “safe and harbor lease” provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended.

I. None of the Purchased Assets is tax-exempt use property within the meaning of Section 168(h) of the Code.

**Section 4.17 FULL DISCLOSURE.** No representation or warranty by Seller in this Agreement and no statement contained in the Exhibits attached hereto or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

#### **ARTICLE 4.10: COVENANTS WITH REGARD TO THE ASSETS**

**Section 4.101 CONDUCT OF BUSINESS PRIOR TO THE CLOSING.** From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed,) Seller shall conduct the operations in the ordinary course of business consistent with past practice; and use reasonable best efforts to maintain and preserve intact its current Business organization and operations and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall:

- A. Preserve and maintain all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets;
- B. Pay the debts, taxes and other obligations of the Business when due;
- C. Maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- D. Continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
- E. Defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;
- F. Perform all of its obligations under all Contracts;
- G. Maintain the Books and Records in accordance with past practices;

- H. Comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets; and
- I. Not take or permit any action that would cause any of the changes, events or conditions described in Section 4.05 to occur.

**Section 4.102 ACCESS TO INFORMATION.** From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives full and free access to and the right to inspect all of the Property, assets, premises, Books and Records, Contracts and other documents and data related to the Property operations; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Seller to cooperate with Buyer in its investigation of the Business. Without limiting the foregoing, Seller shall permit Buyer and its Representatives to conduct environmental due diligence of the Property, including the collecting and analysis of samples indoor or outdoor air, surface water, ground water or surface or subsurface land on, at, in, under or from the Property. Any investigation pursuant to this Section 4.102 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business of any other business of the Seller. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

Except as otherwise set forth herein, and without limiting the provisions of Section 3.02 of this Agreement, Seller makes no express or implied representations or warranties in connection with the Property. Buyer shall accept the Property on the Closing Date in its existing condition as of such date, "AS IS, WHERE IS" and "WITH ALL FAULTS." Buyer hereby acknowledges that it will make its own investigations. Buyer has been advised to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, but not limited to, potential environmental hazards.

**Section 4.103 NO SOLICITATION OF OTHER BIDS.** Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "acquisition proposal" means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Business or the Purchased Assets.

**Section 4.104 NOTICE OF CERTAIN EVENTS.**

- A. From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:
  - (i) Any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by

Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 4.203 to be satisfied.

- (ii) Any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;
- (iii) Any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;
- (iv) Any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.13 or that relates to the consummation of the transactions contemplated by this Agreement.

B. Buyer's receipt of information pursuant to this Section 4.104 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement (including Section 4.203) and shall not be deemed to amend or supplement the Disclosure Schedules or Exhibits.

#### **Section 4.105 EMPLOYEES AND EMPLOYEE BENEFITS.**

A. Commencing on the Closing Date, Seller shall terminate all employees of the Business who are actively at work on the Closing Date, and, at Buyer's sole discretion, Buyer or Buyer's Agent may offer employment, on an "at will" basis, to any or all of such employees. Seller shall bear any and all obligations and liability under the WARN Act resulting from employment losses pursuant to this Section 4.105.

B. Seller shall be solely responsible, and Buyer and Buyer's Agent shall have no obligations whatsoever, for any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay of any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date.

C. Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health, accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

D. Each employee of the Business who becomes employed by Buyer or Buyer's Agent in connection with the transactions contemplated by this Agreement shall be eligible to receive the salary and benefits maintained for employees of Buyer on substantially similar terms and conditions in the aggregate as are provided to similarly situated employees of Buyer or Buyer's Agent.



E. Each employee of the Seller who becomes employed by Buyer or Buyer's Agent in connection with the transaction shall be given service credit for the purpose of eligibility for all employee benefits; provided, *however*, that (i) such credit shall be given pursuant to payroll or plan records, at the election of Buyer or Buyer's Agent, in its sole and absolute discretion.

**Section 4.106 CONFIDENTIALITY.** From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed, *provided that* Seller shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

**Section 4.107 NON-COMPETITION; NON-SOLICITATION.**

A. For a period of three (3) years commencing on the Closing Date (the "Restricted Period"), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory as more fully described as within a ten (10) mile radius of Gouldings Lodge and the Monument Valley Tribal Park, excluding the Wetherill Inn in Kayenta, Arizona; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory, excluding the Wetherill Inn in Kayenta, Arizona. in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), (or any other Person that becomes a client or customer of the Business after the Closing) or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

B. During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any person who is offered employment by Buyer or Buyer's Agent pursuant to Section 4.105(a) or is or was employed in the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided that* nothing in this Section 4.107 shall prevent Seller or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Buyer or (ii) after 80 business days from the date of termination of employment, any employee whose employment has been terminated by the employee.



C. Seller acknowledges that a breach or threatened breach of this Section 4.107 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller or any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

D. Seller acknowledges that the restrictions contained in this Section 4.107 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 4.107 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service other limitations permitted by applicable Law. The covenant contained in this Section 4.107 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

#### **Section 4.108 GOVERNMENTAL APPROVALS AND CONSENTS.**

A. Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions (including those under the HSR Act) required under any law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

B. Seller and Buyer shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.02.

C. Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use all reasonable best efforts to:

- (i) Respond to any inquiries by any governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any other Transaction Document;
- (ii) Avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any other Transaction Document; and
- (iii) In the event any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any other

Transaction Document has been issued, to have such Governmental Order vacated or lifted.

D. All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Seller [or Buyer] with Governmental Authorities in the ordinary course of business, and disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meetings, discussions, appearance of contact.

E. Notwithstanding the foregoing, nothing in this Section 4.108 shall require, or be construed to require, Buyer, Buyer's Agent, or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing date, any assets, businesses or interests of Buyer or any of its Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Buyer or Buyer's Agent of the transactions contemplated by this Agreement and the other Transaction Documents; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

**Section 4.109 CLOSING CONDITIONS.** From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Agreement.

**Section 4.110 PUBLIC ANNOUNCEMENTS OR COMMUNICATIONS.** The Buyer and the Seller shall reasonably cooperate to prepare, and mutually agree to the text of, a public announcement regarding the sale promptly following the Closing of this Agreement. Notwithstanding the foregoing, none of the Parties will make any public announcement or issue any public communication regarding this Agreement or the Transactions or any matter related to the foregoing, without the prior written consent of Seller, in the case of a public announcement or communication by the Buyer, or the Buyer, in the case of a public announcement or communication by the Seller (such consents, in either case, not to be unreasonably withheld, conditioned or delayed), except (a) if such announcement or other communication is required by applicable Law or Order, in which case the disclosing Party shall, to the extent permitted by applicable Law or Order, first allow the Buyer or Seller (if prior to Closing), as applicable, to review such announcement or communication and comment thereon, and the disclosing Party shall consider such comments in good faith, (b) internal announcements to Employees of Seller or its Affiliates, and (c) announcements and communications to Governmental Entities in connection with Filings or Permits relating to the Transactions required to be made under this Agreement; provided, that in the case of the immediately preceding clauses (a) and (b), in no event shall any Party make, or allow to be made, any public announcement or communication that includes or references (i) the Purchase Price or any element thereof, or any of the other economic terms of the Transactions, without the prior written consent of the Seller (if prior to the Closing) or Buyer (if after Closing), as applicable or (ii) any Affiliate of Seller, without the prior written consent of the Person referred to in such announcement or statement. Notwithstanding anything in this Agreement to

the contrary, following Closing, the Buyer shall be permitted to disclose information to employees, advisors, agents or consultants of the Sellers' Representative and to the Sellers and the Advisory Committee, in each case who have a need to know such information, provided that such persons are subject to confidentiality obligations with respect thereto. It is understood and agreed that this provision does not include any governmental debates or discussions regarding this Agreement or contemplated transaction by the Navajo Nation Council or any of the Committees of the Navajo Nation Council, the President of the Navajo Nation, and the Executive Branch of the Navajo Nation for purposes of making a decision as to the purchase and acquisition of real property, improvements, personal property, or business assets by the Navajo Nation set forth in this Agreement.

**Section 4.111 BULK SALES LAWS.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

**Section 4.112 RECEIVABLES.** From and after the Closing, if Buyer or any of its Affiliates receives or collects any funds relating to any Accounts Receivable related to Gouldings Lodge and its associated business for services provided by Seller prior to Closing, Buyer or its Affiliates shall remit such funds to Seller within five Business Days after its receipt thereof.

**Section 4.113 DEPOSITS.** Any customer deposits held by Seller prior to Closing for services to be provided by Buyer or its Affiliates after the Closing Date will be remitted to Buyer at close of escrow. Seller shall maintain a list of such customer deposits as more fully set forth in Exhibit "K", attached hereto and incorporated herein by this reference, in order for Buyer to reconcile the same. The determination of the number and amount of deposits will be made on the day of, but prior to, the Closing. The following procedure will be utilized by Seller and Buyer to determine the amount of funds deposited by customers of Seller for purposes of this paragraph: on the day of Closing, all customers will be required to check-out of their rooms at mid-night and Buyer's affiliates and agents will check-in the guests at 12:01 a.m. The determination of the number and amount of deposits will be completed by 10 a.m. the day of, but prior to, Closing.

**Section 4.114 TRANSFER TAXES.** All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and other similar Tax) shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**Section 4.115 TAX CLEARANCE CERTIFICATES.** If requested by Buyer, Seller shall notify all of the taxing authorities in the jurisdictions that impose Taxes on Seller or where Seller has a duty to file Tax Returns for the transactions contemplated by this Agreement in the form and manner required by such taxing authorities, if the failure to make such notifications or receive any available tax clearance certificate ("Tax Clearance Certificate") could subject the Buyer to any Taxes of Seller, and Seller shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied.

**Section 4.116 FURTHER ASSURANCES.** Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to

carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

## **ARTICLE 4.20: CONDITIONS TO CLOSING**

**Section 4.201 CONDITIONS TO OBLIGATIONS OF ALL PARTIES.** The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the closing, of each of the following conditions:

A. The filings of Buyer and Seller pursuant to the HSR Act, if any, shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

B. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

C. Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.02 in form and substance reasonable satisfactory to Buyer and Seller, and no such consent, authorization, order and approval shall have been revoked.

**Section 4.202 CONDITIONS TO OBLIGATIONS OF BUYER.** The obligations of Buyer to consummate the transaction contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

A. Other than the representations and warranties of Seller contained in Section 4.01, Section 4.03 and Section 4.17, the representations and warranties of Seller contained in this Agreement, the other Transaction documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty not qualified by materially or Material Adverse Effect) on and as of the date hereof and on as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, that accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 4.01, Section 4.03 and Section 4.17 shall be true and correct in all respects on and as off the date hereof and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

B. Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this agreement and each of the other Transaction Documents to be performed to complied with by it prior to or on the Closing Date [; provided that, with respect to agreements covenants and conditions that are qualified by materiality, Seller shall have performed such agreements covenants and conditions, as so qualified, in all respects].

C. No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

D. All approvals, consents and waivers that are listed in Section 4.02 shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

E. From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, Individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

F. Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries required by this Agreement.

G. Buyer shall have received all Permits that are necessary for it to conduct the Business as conducted by Seller as of the Closing Date.

H. Buyer shall have received an owner's title insurance policy with respect to each Owned Real Property, issued by a nationally recognized title insurance company acceptable to Buyer, written as of the Closing Date, insuring Buyer in such amounts and together with such endorsements, and otherwise in such form, as Buyer shall require. Such title insurance policy shall insure fee simple title to each Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances in conformance with the requirements of the Real Estate and Asset Purchase Agreement.

I. All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

J. Buyer shall have received a certificate of the Secretary or an Assistant Secretary and General Manager (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and other transaction documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

K. Buyer shall have received a certificate of the Secretary or an Assistant Secretary and General Manager, or equivalent officer of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

L. Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "FIRPTA Certificate") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller.

M. Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

N. RECs shall be addressed mitigated, remediated, or removed prior to closing of the sale. Failure to address the RECs may cause a reduction in the purchase price at or prior to Closing.

**Section 4.203 CONDITIONS TO OBLIGATIONS OF SELLER.** The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment of Seller's waiver, at or prior to the Closing, of each of the following conditions:

A. Other than the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warrant not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

B. Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, Buyer shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

C. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

D. Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 1.03.

E. Buyer shall have delivered the Escrow Amount to the Escrow Agent pursuant to Sections 1.04 and 1.05.

F. Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

## **ARTICLE 5.0: General Provisions**

**Section 5.01 ASSIGNMENT.** Seller agrees that, prior to the Closing, Buyer shall have the right to assign freely its interest hereunder to a nominee and that such assignee, upon designation, shall succeed to have, and may exercise, all of Buyer's rights hereunder and shall be substituted as Buyer herein; provided, however, that such assignment shall not relieve Buyer of its obligations hereunder.

**Section 5.02 BROKERAGE.** Neither Seller nor Buyer nor anyone acting on behalf of either of them have done anything to incur any liability to any broker, finder, agent or other party for any brokerage fees, finder's fees or other like commissions with respect to the transactions contemplated by this Agreement. If any person or entity shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or otherwise or performance of services as a finder or broker or other in connection with this transaction, the party hereto under whom the finder or broker or other is claiming shall indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon, including but not limited to counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the Close of Escrow or the cancellation of this Agreement.

**Section 5.03 SURVIVAL OF CONDITIONS.** The terms and conditions of this Agreement and all representations, covenants, warranties, and agreements made herein are a material inducement for the Buyer to purchase the Property. The terms and conditions of this Agreement and all representations, covenants, warranties, and agreements made shall survive the Closing and shall not be deemed to have merged in the deeds or evidence of titles or terminated upon the Closing. The execution and delivery of the General Warranty Deed by Seller shall constitute a confirmation and further representation and warranty by Seller to Buyer as of the date of the Warranty Deed as to matters in this purchase agreement and shall survive Closing and shall not be merged into the execution and delivery of the Warranty Deed or any other document executed and delivered subsequent to the execution and delivery of this purchase agreement.

**Section 5.04 WAIVER OF CONDITIONS.** Either party hereto may in writing waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse either party from the performance of any of its other obligations under this agreement, unless otherwise provided for herein or in such written waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

**Section 5.05 FURTHER ASSURANCES.** The parties hereto shall execute and deliver all such other instruments and shall take all such other actions as any party may reasonably request from time to time, before or after the Closing, to effectuate the transactions provided for herein. The parties hereto shall cooperate with each other and with their respective counselors and accountants in connection with any steps to be taken as part of the respective obligations under this Agreement.

**Section 5.06 NOTICES.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given and received (i) on the date of delivery if delivered personally on the party to whom notice is to be given (personal delivery shall include notices delivered by telecopy or telephone facsimile or email, for which confirmation of successful transmission shall be required), (ii) on the fourth business day after deposit in the United States mail, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows, or (iii) on the fourth business day after deposit with a nationally recognized private express courier service providing proof of receipt of delivery and guaranteed "same day" delivery and properly addressed as follows:

To Seller:      1)      Mr. Wayland LaFont,  
                                 Managing Agent and Authorized Agent  
                                 R.G.J. Corporation, Executive RV, Inc., and  
                                 Gouldings Monument Valley Enterprises, L.L.C.  
                                 Post Office Box 360041  
                                 1000 Main Street  
                                 Monument Valley, UT 84536  
                                 (435) 727-3231  
                                 Fax: (435) 727-3344

And  
With a copy to:      Mr. Bernard M. Rethore, Esquire  
                                 Pfarr and Rethore, P.C.  
                                 5070 North 40<sup>th</sup> Street, Suite 230  
                                 Phoenix, AZ 85018  
                                 Telephone No.: (602) 424-5547



Facsimile No.: (602) 424-4299

- To Buyer: 1) Navajo Nation Division of  
Natural Resources  
c/o Executive Division Director  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515;  
Telephone No: (928) 871-6592/3  
Facsimile No.: (928) 871-7040
- And 2) With a copy to: Attorney General  
Navajo Nation Department of Justice  
Post Office Box 2010  
Window Rock, Arizona 86515  
Telephone No.: (928) 871-6931  
Facsimile No.: (928)871-6177
- And 3) With a copy to: Robert O. Allan, Esquire  
Principal Attorney  
Division of Natural Resources  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515;  
Telephone No: (928) 871-6592/3  
Facsimile No.: (928) 871-7040

Or to such other address or addresses, and to the attention of such other person or persons as either party may notify the other in accordance with the provisions of this section. Notices or other communications shall be complete and effective when they are received by the party for whom they are intended.

**Section 5.07 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**Section 5.08 INTEGRATION CLAUSE AND ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, and agreements, inducements, representations, warranties, and conditions of any nature whatsoever in writing.

**Section 5.09 PROVISIONS SEVERABLE.** If any provisions of this Agreement shall be or shall become illegal or unenforceable, in whole or in part, for any reason, the remaining provisions shall nevertheless be deemed valid, binding, and subsisting.

**Section 5.10 INDULGENCE NOT WAIVERS.** No indulgences extended by either party hereto to the other party shall be construed as a waiver of one breach or be construed as a waiver of any rights or remedies with respect to any subsequent breach.



**Section 5.11 COSTS.** Each party hereto shall bear its own costs, including attorney's fees and accounting fees, incurred in connection with the preparation and the Closing of this Agreement, and all matters incident thereto except as set forth herein otherwise.

**Section 5.12 TITLE NOT TO AFFECT INTERPRETATION.** The title of paragraphs and subparagraphs contained in this Agreement are inserted for convenience of reference only, and neither are they a part of this Agreement, nor are they to be used in the construction or interpretation thereof.

**Section 5.13 CONDEMNATION.** In the event of the condemnation (or sale in lieu of condemnation) of any part of the Property prior to Close of Escrow, Buyer shall have the right either: (i) to cancel this Agreement by written notice to Seller and Escrow Agent, in which event there shall be returned to Buyer the Earnest Money, all documents shall be returned to the party who deposited them, and thereafter this Agreement shall be of no further force or effect whatsoever; or (ii) to elect to receive all awards or payments made for the Property by the condemning authority and to which Seller is entitled, and thereupon close Escrow as otherwise contemplated in this Agreement and pay the full Purchase Price, unless the condemnation award is less than the Purchase Price, in which case Buyer shall pay only the amount of the condemnation award received by Buyer as the Purchase Price. Seller shall not do or forebear to do any acts in any condemnation action which will materially and adversely affect the outcome thereof without consulting with, and obtaining the consent of, Buyer prior to Close of Escrow. For purposes of this Agreement, the Property shall be deemed the subject of a condemnation action as of the date of issuance of a summons in connection with the filing of a complaint in eminent domain (or similar filing) by any condemning authority or statutorily authorized non-governmental condemner.

**Section 5.14 LAW GOVERNING INTERPRETATION OF AGREEMENT.** The laws of the Navajo Nation shall govern the construction and interpretation of this Agreement.

**Section 5.15 DISPUTE RESOLUTION.** Any claim, dispute, or other matter in question arising out of or relating to this Agreement, shall be resolved by the mediation and/or arbitration procedures set forth as follows:

A. The Parties shall endeavor to resolve claims, disputes, and other matters in question between them by good-faith negotiation and mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association, as modified by the following:

- i. unless otherwise agreed to in writing by the Parties, all mediation procedures shall be held in Window Rock, Arizona;
- ii. a single mediator shall be chosen by mutual agreement of the Parties;
- iii. the Party desiring mediation shall submit to the other Party written notice of intent to mediate, and such notice shall indicate whether the hiring of a mediator is desired;
- iv. the Parties shall equally share the mediator's fee and any other costs related to the mediation;

- v. the mediation shall not exceed thirty (30) calendar days, unless otherwise agreed to in writing by the Parties.

B. If the mediation provided for herein does not result in resolution of the Parties dispute within thirty (30) calendar days of commencement of the mediation, then, unless the Parties agree in writing to extend the time for mediation, either Party may invoke arbitration by sending Notice of Intent to Commence Arbitration. Any Arbitration invoked against the Navajo Nation shall be in accordance with the procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §554 (J), and §554(K), and as set forth in the Navajo Nation Arbitration Act, as amended codified at 7 N.N.C. §§1101 *et seq.* Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except to the extent such rules are modified by the following:

- i. Unless otherwise agreed to in writing by the Parties, all arbitration procedures shall be held in Window Rock, Arizona; and
- ii. the arbitration shall be conducted by a single arbitrator selected by the Parties, unless one of the Parties' claims exceeds \$1,000,000.00, exclusive of interest, costs, and fees; in such case, the arbitration shall be conducted by a panel consisting of three (3) arbitrators, one of which shall be chosen by each Party, with the two arbitrators choosing the third; at least one arbitrator shall possess at least ten (10) years of experience in Indian Law; and
- iii. a notice of intent to invoke arbitration shall be filed in strict compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, at 1 N.N.C. §555; and
- iv. whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against the Navajo Nation shall be in strict conformance with the provisions of 1 N.N.C. §§ 554(K)(1)-(6); and
- v. whether in the context of arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, the laws and regulations of the Navajo Nation shall exclusively govern the interpretation of this Contract, the arbitration provisions set forth herein and the arbitration procedures conducted pursuant thereto, and the application of all provisions herein to Seller and its subcontractors, agents, representatives, employees or consultants; and
- vi. Pursuant to 1 N.N.C. § 554(K) and 7 N.N.C. § 1102, the appropriate Navajo Nation district court shall have exclusive jurisdiction to compel the Navajo Nation's participation in arbitration, and shall have exclusive jurisdiction to enforce, modify, or vacate an arbitration award resulting from such arbitration; neither Party may recover from the other attorney fees or costs.

C. The mediation and arbitration provisions herein shall constitute the sole and exclusive procedural remedy to any dispute or controversy arising out of this Agreement. This dispute resolution agreement shall be a complete defense to any suit, claim, action, or proceeding in any federal, state, or tribal judicial or administrative tribunal; and

D. The dispute resolution provisions of this Agreement shall, with respect to any dispute or controversy arising out of this Agreement, survive the termination or expiration of this Agreement.

E. Seller shall continue, without delay, all of its responsibilities under this Agreement that are not affected by the dispute.

**Section 5.16 NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding any provision to the contrary, nothing herein shall be considered or construed as a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extent provided for in the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 551 *et. seq.* and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 551 *et. seq.*

**Section 5.17 INCORPORATION BY REFERENCE.** The terms of any and all exhibits and Disclosure Schedules to this Agreement are each hereby incorporated and made a part of this Agreement as if fully stated herein.

**Section 5.18 MODIFICATIONS.** All modifications or extensions shall be made in writing signed by both parties. No waiver by a party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 5.19 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 5.20 FUTURE APPROPRIATIONS.** Nothing in this Agreement shall be construed as obligating the Buyer in the expenditure of funds or for future payment of funds in excess of appropriations made under the laws of the Navajo Nation.

**Section 5.21 TIME.** Time is of the essence in this Agreement

**Section 5.22 INTENT OF AGREEMENT.** This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Agreement shall not be construed for or against either party as result of its participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

**Section 5.23 RELATIONSHIP.** This Agreement shall not be construed as creating a joint venture partnership, or any other cooperative or joint arrangement between Buyer and Seller, and shall be construed strictly in accordance with its terms.

**Section 5.24 INTERPRETATION.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections,

Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Utah, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Utah.

**Section 5.25 NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or remedy of any nature whatsoever under or by reason of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

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**WITNESS** *my hand and official seal.*

\_\_\_\_\_  
*Notary Public*

*My Commission Expires:*

\_\_\_\_\_

### **ACCEPTANCE BY ESCROW AGENT**

The foregoing fully executed Real Estate and Asset Purchase Agreement is accepted by the undersigned as Escrow Agent, and Escrow Agent agrees to act in accordance with the instructions set forth herein.

#### **APPROVED:**

\_\_\_\_\_,  
Closing Officer  
Anderson-Oliver Title Insurance Company  
81 East 100 South  
Post Office Box 1165  
Monticello, UT 84535  
Telephone: 435-587-3344  
Telefax: 435-587-2223

**EXHIBIT "A"**

**Insert Land and Asset Descriptions**



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

San Juan County, State of Utah:

**TRACT A:**

Township 43 South, Range 15 East, SLM,  
Section 36: ALL

LESS TRACT B and TRACT C

Parcel No for the included tract 43S15E360000

EXCEPTING from the included tract all coal and other minerals

**TRACT B:**

All Land in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Parcel Nos: 001220000000, 001220000010, 001220000020, 001220000030, 001220000040, 001220000050,  
001220000060, 001220000070, 001220000080, 001220000090, 001220000100, 001220000110, 001220000120,  
001220000130, 001220000140, 001220000150, 001220000160, 001220000170, 001220000180

EXCEPTING all coal and other minerals

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*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 10516

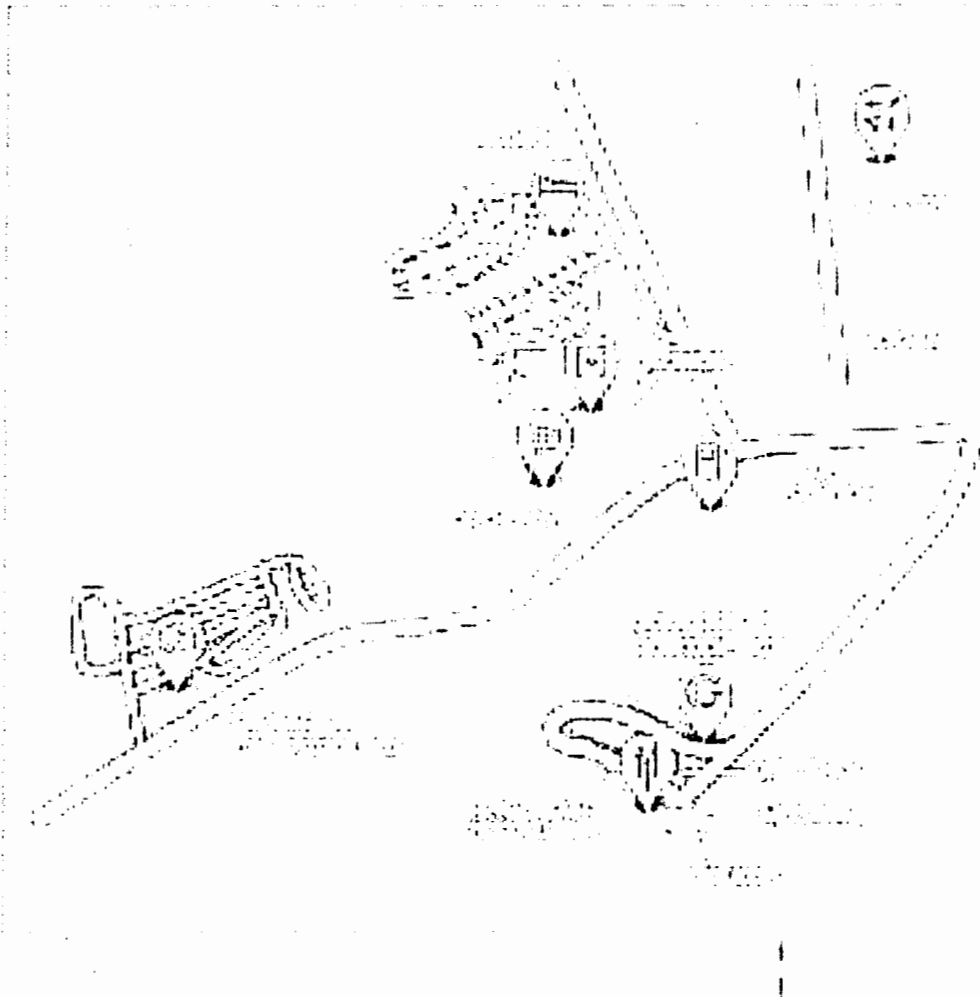
UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 3 of 4





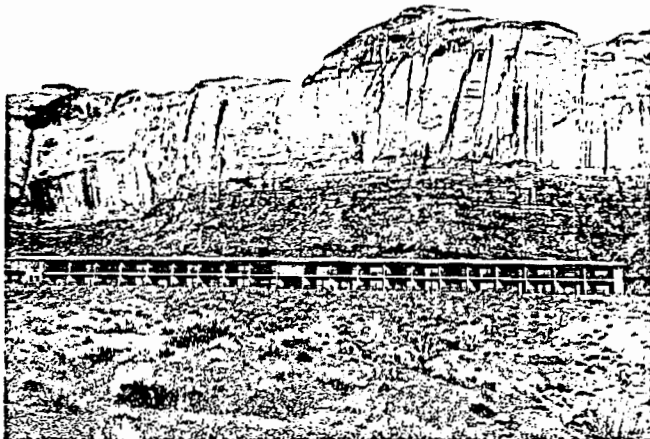
## PROPERTY MAP



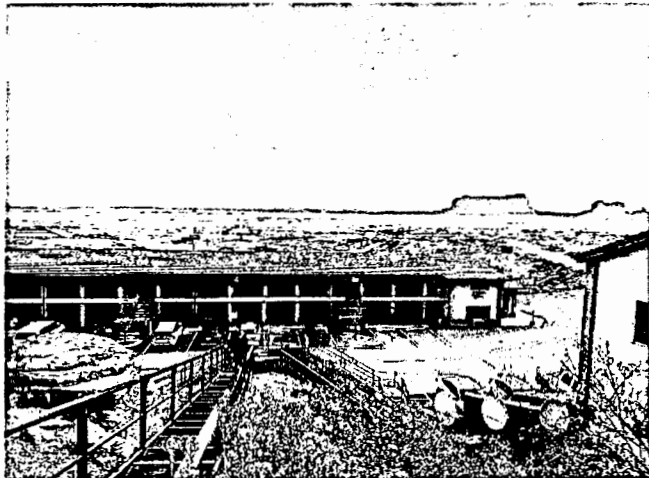
A-2



**MAIN LODGE – FRONT OF HOTEL**



**MAIN LODGE – BACK OF HOTEL**



**Summary of the  
Facilities**

Based on our research and information provided by management representatives of the subject property, the following table summarizes the facilities available at the subject property.

A-3



**FIGURE 3-2 FACILITIES SUMMARY - LODGING**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	!

A.4



**FIGURE 3-3 FACILITIES SUMMARY – CONT.**

Food & Beverage Facilities		Seating Capacity	
Stagecoach Restaurant		136	
Gas Station Food and Beverage Outlet		None	
GroceryStore Bakery		None	
Amenities & Services			
Guest Laundry Room (RV Park)		Grocery Store	
Outdoor Barbecue Areas		Laundromat	
Retail (RV Park)		Gas Service Station	
Two Indoor Swimming Pools		Gift Shop	
Lobby Workstation		Museum	
		Airport	
Employee Housing Units/Owner Units		Units	Bedrooms
Villa Complex			
Employee Home		1	3
Employee Home		1	3
Employee Home		1	3
Canyon Apartments Area			
Employee Home		1	4
Employee Home		1	4
Employee Home		1	3
Employee Home		1	3
Employee Home		1	1
Employee Home		1	2
Total		10	29
Infrastructure			
Elevators 1		None	
Life-Safety Systems		Smoke Detectors	

**Site Improvements and Hotel Structure**

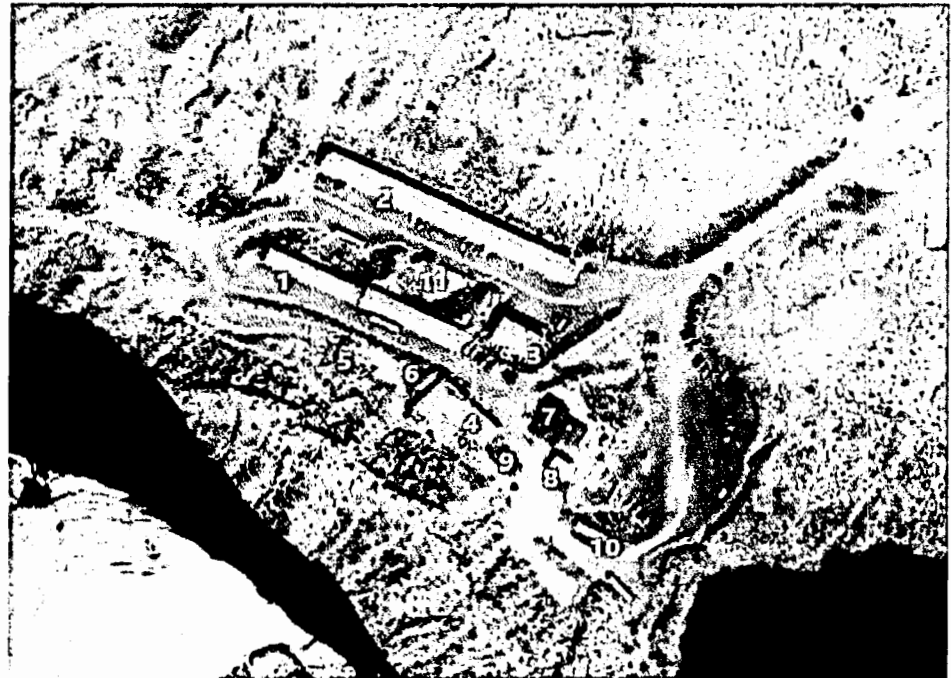
Once guests enter the subject property, ample parking is available, free of charge, on the surface lots near each building area. The parking areas were in good condition. Signage is located at the entrance of the subject site and appropriately placed throughout the site for each part of the property, including the gas station, grocery store, villas, and RV park and campground. The site's landscaping and sidewalks were in overall good condition upon our inspection.

A.5



The subject property comprises approximately 121 separate structures in total, as illustrated in the following images, ranging in height from one to two stories. The main hotel area consists of the two main lodge buildings (1 and 2), the restaurant (4), the gift shop and administrative offices (3), the pool house (11), two cabins (5 and 6), a theatre (7), a bathhouse for guests and bathroom breaks on tours (10), and two museum buildings (7 and 9). The buildings' exteriors were in good condition; there were no major problems observed or reported pertaining to the improvements' exterior finishes. The stairways are functional, appearing to be well kept upon inspection. According to management, the roofs are in good condition with no deficiencies. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### **OVERVIEW MAP OF MAIN LODGE AREA**



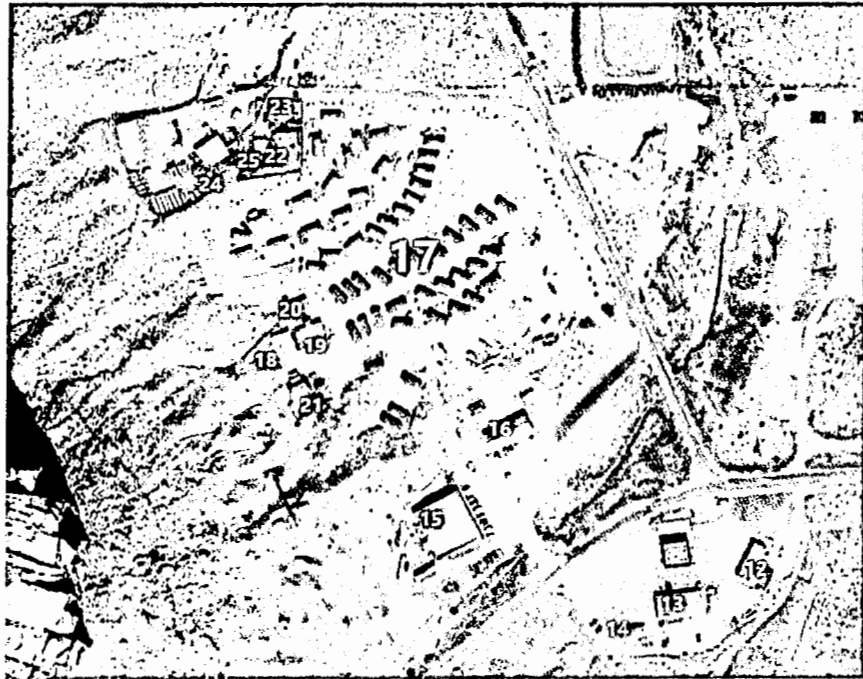
The gas station (13) features a car wash (12) and four guestrooms for tour bus drivers. The gas station also has a storage building (14). The one-bedroom villas (17) are located to the north of the grocery store (15) and laundromat (16). We note that the southern half of the villas feature kitchens that do not include cooktops, while the remaining portion provide full kitchens, including a cooktop; there are 68

A.6



villas in total. West of the villas are three homes; one home (19) is for property ownership, while the remaining two homes (20 and 21) are considered rentable units. We note that we were not able to inspect these homes; however, they are reportedly in good condition. The back-of-the-house laundry building (18) services the villas and the Goulding's Lodge rooms and cabins. An additional employee house (22), tour offices within a former home (23), a two-car parking garage (25), and a vehicle maintenance building (24) are located to the north of the villas.

#### OVERVIEW MAP OF GAS STATION & VILLA AREA

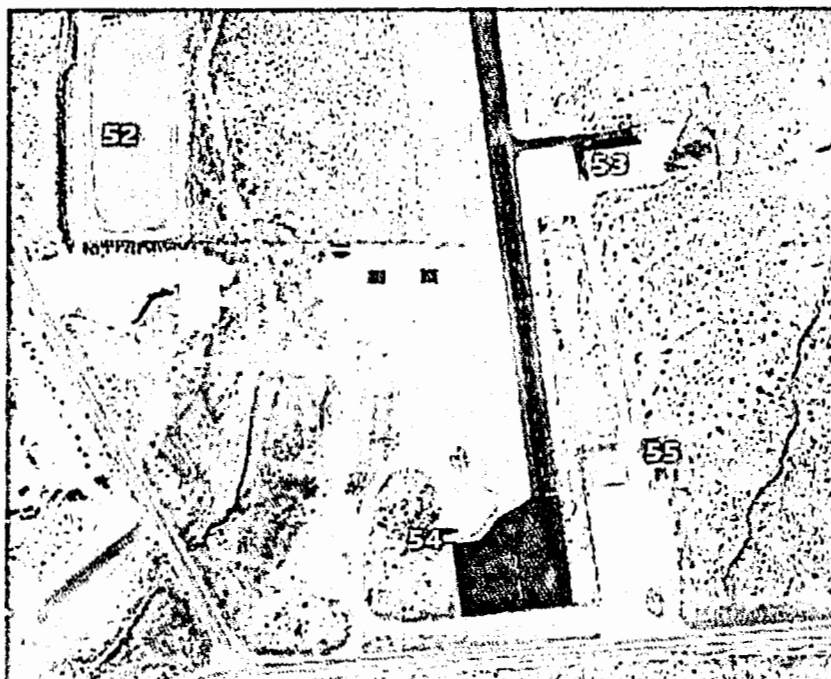


A.7



The private airport features a hangar (53) that includes an attached one-bedroom apartment for pilots. To the west, lies a sewage lagoon (52) that is used for the entire property. Additionally, a second bathhouse (54) is located to the southwest of the hangar to provide bathrooms for those arriving to the airport and for tour groups, as well as a large hogan (55)—a traditional dwelling of the Navajo people— that serves as a tourist attraction.

#### OVERVIEW MAP OF AIRPORT AREA



A.8



Additional buildings along Monument Valley Clinic Road/Rock Door Canyon Road going west include an abandoned church (30), maintenance buildings (27, 28, and 29), employee homes (37, 38, 39, 34, and 33), two fourplexes (36 and 41), and one duplex (40). One fourplex comprises four one-bedroom guestrooms, while the second comprises four two-bedroom guestrooms. It is important to note that the employee home (39) is occasionally included in the rental pool as a rentable unit. Furthermore, the area includes a former fire station (35), which is used for additional back-of-the-house laundry for the rentable units in the immediate area; an additional rentable home (32); and a warehouse (31) that contains additional storage and kitchen space on the first floor and houses the IT employee's office on the second floor.

#### OVERVIEW MAP OF AIRPORT AREA



A.9



The RV park and campground features 66 RV sites (43), 27 tent sites (44), 3 studio cabins (45, 46, and 47), a home (48), a rental home (51), and an abandoned school building with an outdoor basketball court (42). The luxury rental home (51) had been recently constructed at the time of our inspection; according to property ownership, five more days of work remained before it could be considered completed and included in the total number of rentable units. A check-in building that features a pool area and guest showers, as well as additional retail space, is located at the entrance to the site (49). A lobby workstation is also located in the check-in building. Lastly, the second building at the entrance to the site (50) provides additional showers for the public and for employees and includes a uniform and laundry room for employees.

#### OVERVIEW MAP OF RV PARK & CAMPGROUND



A.11



Three exclusive cookout canopies are located along the southern side of the canyons (56), near the Utah/Arizona border, although only one cookout area can be seen on GIS imaging. The buildings' exteriors were in overall good condition, aside from the abandoned school and church buildings, which were considered to be in fair condition; otherwise, there were no major problems observed or reported pertaining to the exterior finishes. We note that we were able to inspect the interior of the school building; however, we were only able to inspect the exterior of the church building. Moreover, we were not able to inspect any of the employee housing given that they were occupied at the time of our inspection. According to property ownership, these homes are in good condition. The property's stairways are functional, appearing to be well kept upon inspection. According to ownership, the roofs are in good condition with no deficiencies noted. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### **OVERVIEW MAP OF EXCLUSIVE COOKOUT AREA**

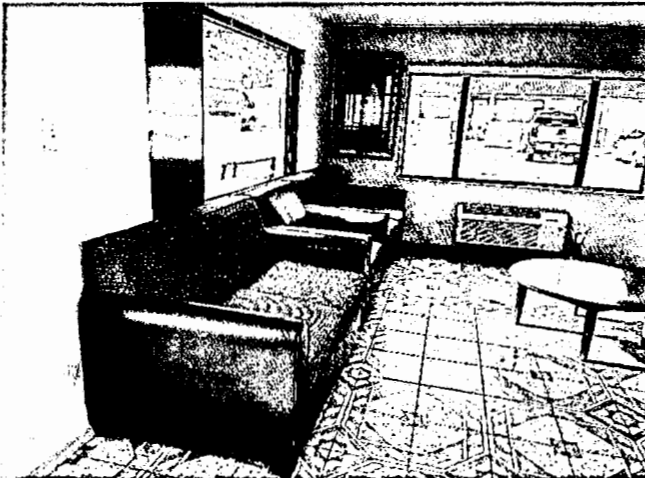


A.10

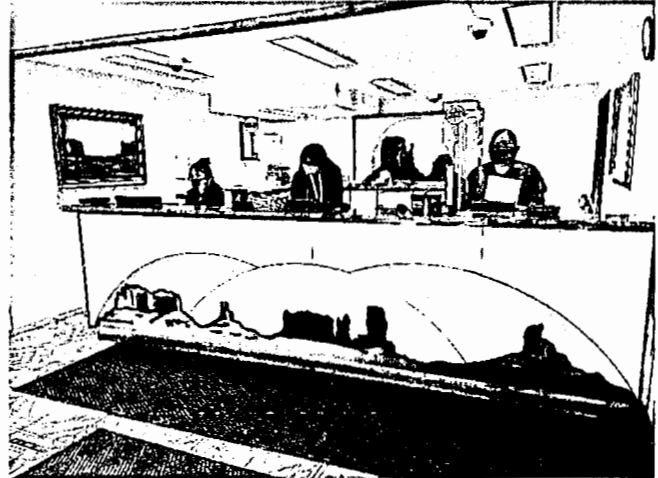


The following pictures are of the main lodge's check-in area and lobby.

**MAIN LODGE LOBBY SEATING AREA**



**FRONT DESK**



### Lodging Options

The property features a wide variety of lodging types including standard and suite-style lodge rooms, entire homes, villas, studio cabins, apartments, fourplexes, and a duplex. Notably, the suite-style and standard guestrooms in the two main lodge buildings offer sweeping views of Monument Valley. Moreover, half of the 68 villas feature a kitchen with no cooktop, while the remaining villas provide kitchens with a cooktop. Otherwise, all villas feature an identical configuration with two queen beds, one in the living area and one in a separate bedroom. The home configurations vary; however, all but one are one story in height, with the outlier being two stories in height. Also, there are four guestrooms adjacent to the car wash; two of these guestrooms feature an interior-corridor configuration and are the only interior-corridor guestrooms on the property. We note that the lodging options were constructed over a long period of time, with the main lodge rooms being the oldest, and the villas and one luxury home (located in the RV park) being the most recently constructed. As such, the lodging offerings range in overall condition from good to excellent.

All guestroom bathrooms are of standard sizes, featuring a shower-in-tub and single-sink vanity area. Given the phased construction of the property, the finishes and fixtures vary, as well as the corresponding conditions of these components. The conditions range from good to excellent, similar to the guestrooms.

A-12



The exterior guestroom corridors of the main lodges are wide and functional, permitting the easy passage of housekeeping carts. The remaining lodging options require housekeeping vehicles to bring necessary supplies to the front door of the rentable unit. Moreover, two guestrooms feature an interior-corridor configuration, as noted previously. Overall, the guestroom corridors, both exterior and interior, were in good condition.

As noted previously, the RV park and campground provides 66 RV spots, 27 tent sites, 3 studio cabins, and a home, as well as a luxury rental home that was five days from being completed at the time of our inspection. All RV spots feature full hookups for cable television, water, 50-amp power, and sewer. Tent sites are flat and include picnic tables and grills. Cabins and homes include private bathrooms, kitchens or kitchenettes, and outdoor spaces. All guests who stay at the RV park and campgrounds have access to bathrooms, showers, a retail area, an additional guest laundry area, a lobby workstation, an indoor pool, and picnic areas. Wi-Fi is also available to guests.

A.13



**FIGURE 3-4 SUMMARY OF ROOM TYPES**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	

The following photos provide a snapshot of the resort's lodging offerings.

A.14



**MAIN LODGE AREA CABIN INTERIOR**



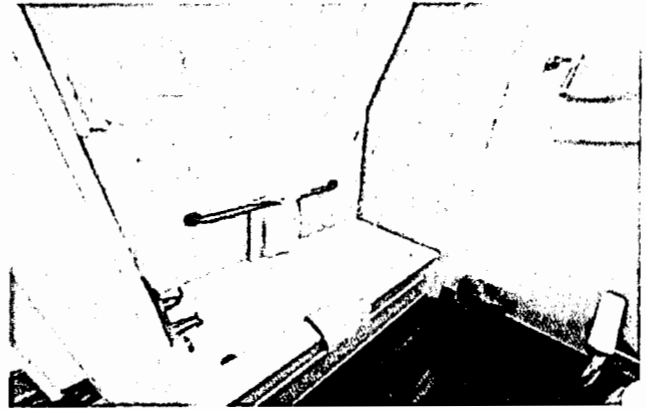
**MAIN LODGE GUESTROOM – SLEEPING**



**MAIN LODGE GUESTROOM – LIVING**



**MAIN LODGE GUESTROOM – BATH**



A.15



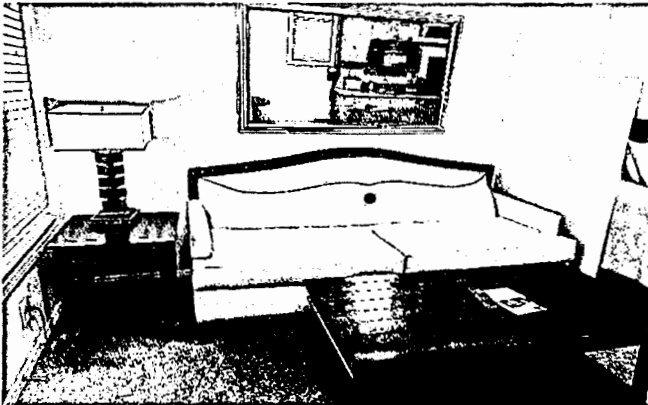
VILLAS – TYPICAL EXTERIOR



VILLAS – TYPICAL SLEEPING



VILLAS – TYPICAL LIVING



VILLAS – TYPICAL KITCHEN AREA



A.16

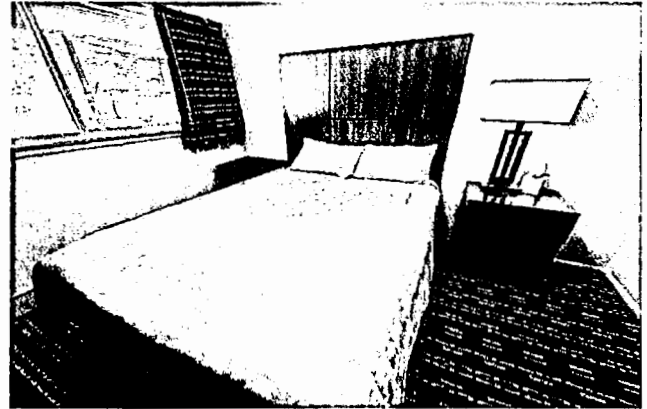




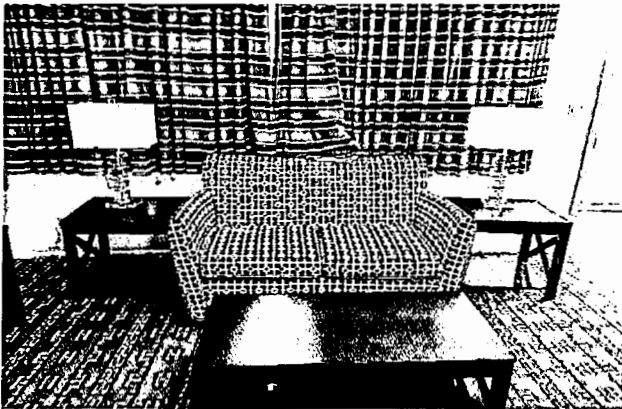
**FOURPLEX – FRONT**



**FOURPLEX – TYPICAL GUESTROOM SLEEPING**



**FOURPLEX – TYPICAL LIVING**



**FOURPLEX – TYPICAL KITCHEN**



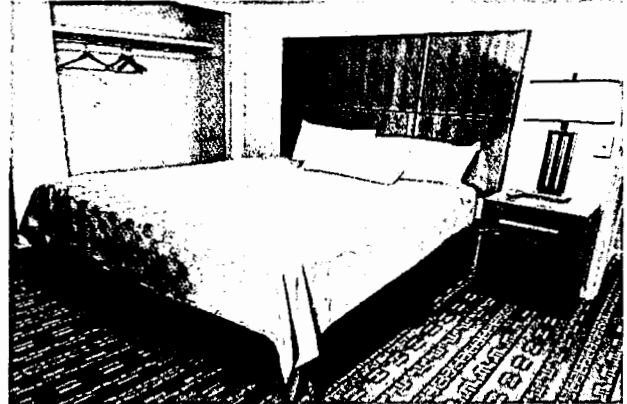
A.17



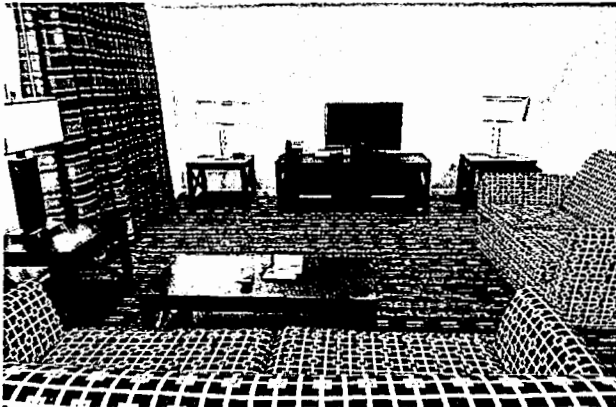
DUPLEX – FRONT



DUPLEX – TYPICAL GUESTROOM



DUPLEX – TYPICAL LIVING



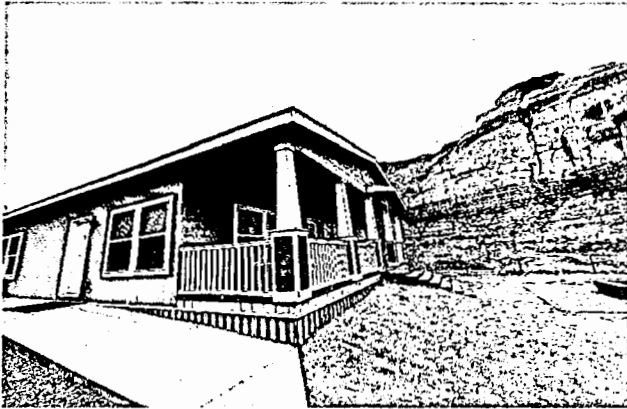
DUPLEX – TYPICAL KITCHEN



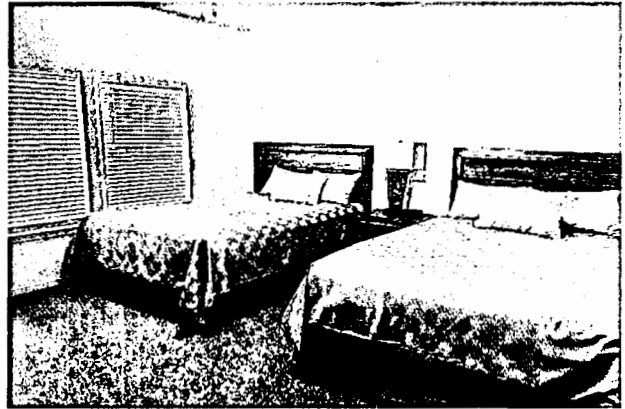
A-18



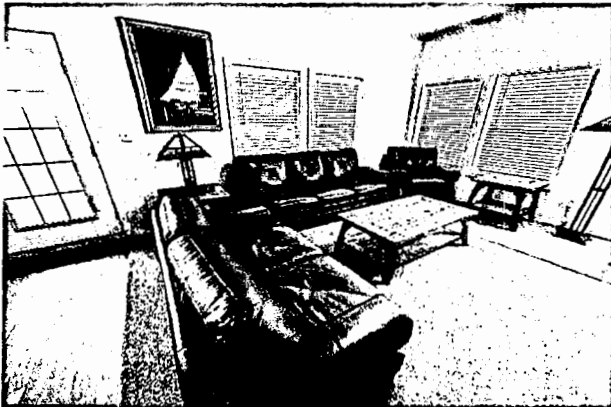
**LUXURY HOME NEAR WAREHOUSE**



**LUXURY HOME – TYPICAL GUESTROOM**



**LUXURY HOME – TYPICAL LIVING**



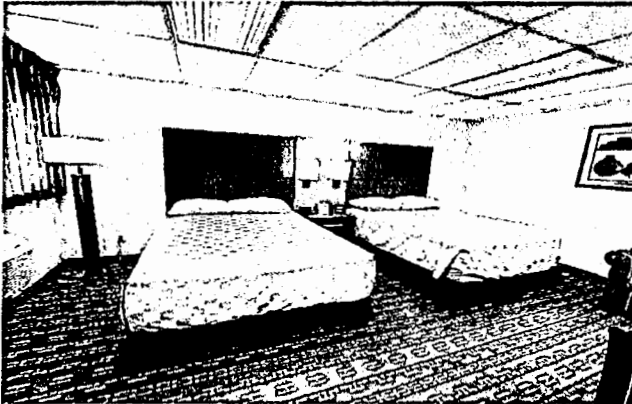
**LUXURY HOME – TYPICAL KITCHEN**



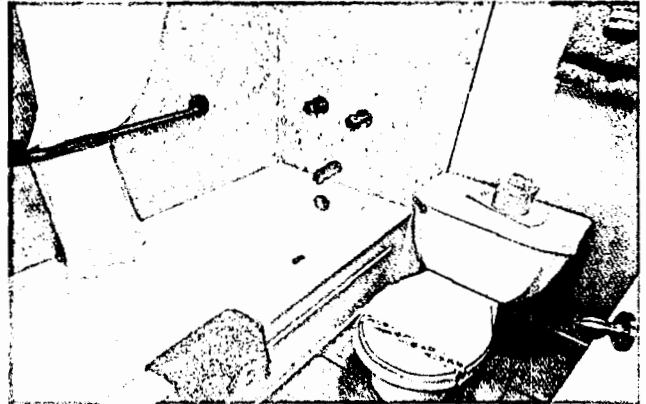
A.19



**AIRPORT APARTMENT – SLEEPING**



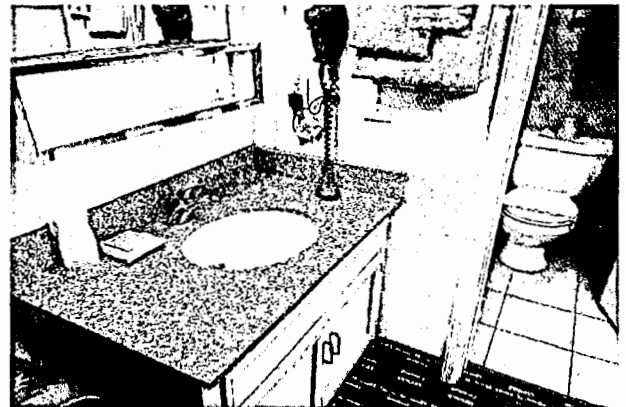
**AIRPORT APARTMENT – BATH**



**AIRPORT APARTMENT – LIVING**



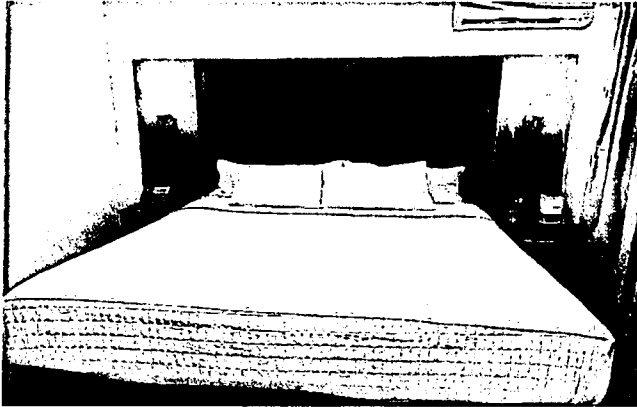
**AIRPORT APARTMENT – SINK**



A.20



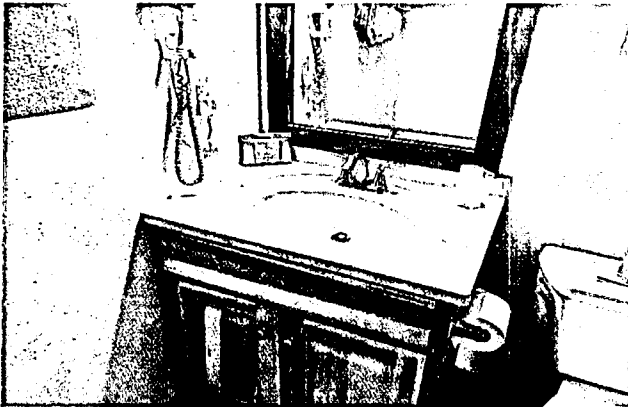
**GAS STATION ROOM – TYPICAL SLEEPING**



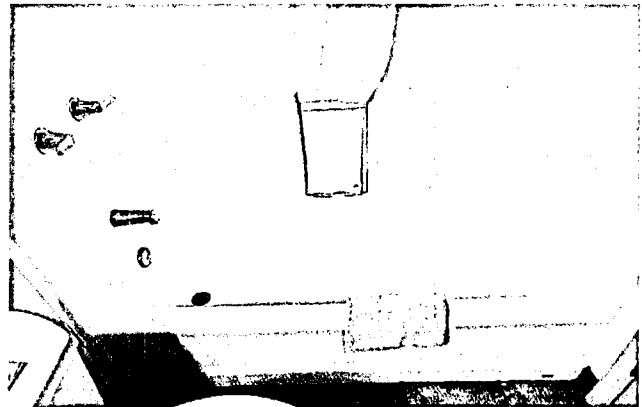
**GAS STATION ROOM – TYPICAL LIVING**



**GAS STATION ROOM – TYPICAL SINK**



**GAS STATION – TYPICAL BATH**



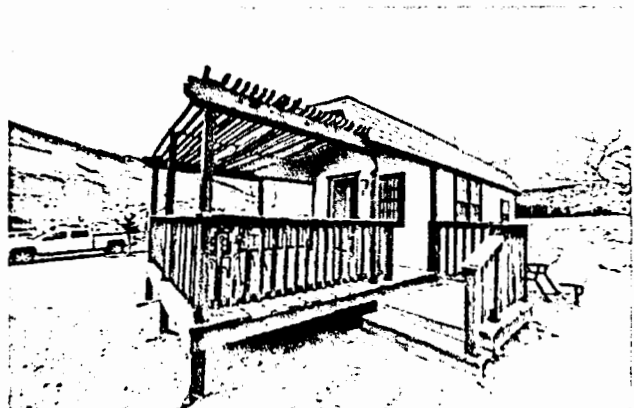
A.21



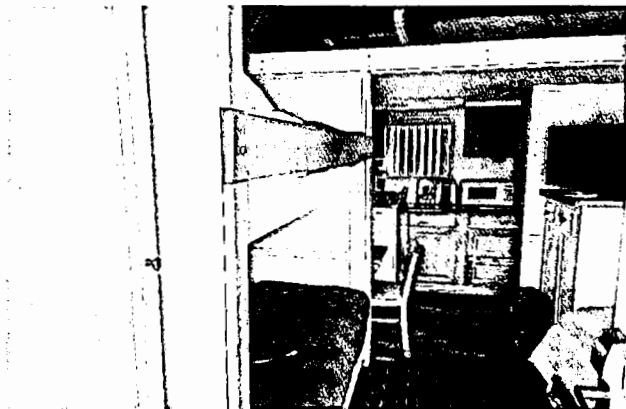
**RV PARK & CAMPGROUND – LUXURY HOME**



**RV PARK & CAMPGROUND – CABIN**



**RV PARK & CAMPGROUND – CABIN INTERIOR**



**RV PARK & CAMPGROUND – RV SITE**



A.22



**Food and Beverage  
Facilities**

The property's restaurant was one of the first improvements of the Goulding's site. The restaurant features one main kitchen area, which services the main dining room, and a second smaller kitchen for the private dining area. According to property ownership, this space is a popular option for groups, as it features sweeping views of Monument Valley. The exact square footage of the space was not available. It is important to note that the space has not been used for public events or group meetings since the onset of the COVID-19 pandemic. The property also offers a bakery in the grocery store and to-go hot food in the gas station. The size and layout of each facility are appropriate for the food and beverage (F&B) service offered by the property, and the furnishings and finishes were in good condition upon our inspection.

**FIGURE 3-5    SUMMARY OF FOOD AND BEVERAGE OUTLETS**

Food & Beverage Facilities	Seating Capacity
Stagecoach Restaurant	136
Gas Station Food and Beverage Outlet	None
Grocery Store Bakery	None

**RESTAURANT**



**PRIVATE DINING AREA**



A.23



**Private Dining Space**

As noted previously, the property provides private dining space in the restaurant building, which features expansive views of Monument Valley. The space was in good condition upon inspection. Furthermore, outdoor spaces are available in three cookout locations along the southern border of onsite canyons, near the Utah/Arizona state border. These spaces offer an exclusive experience for guests and have reportedly been a popular amenity since the onset of the COVID-19 pandemic. These spaces were in good condition upon inspection, as well.

**Additional Facilities and Amenities**

The property features two indoor pools, three outdoor barbecue areas, a theatre, and a museum (comprising two buildings). Reportedly, a fitness room was located on the first floor of the gift shop (which also includes administrative offices) but was reportedly removed in recent years because of the limited usage; as such, it was converted to additional office space. The property does not have a dedicated business center; however, a single-computer workstation is located in the main check-in area at the RV park and campground.

As noted previously, the property features a grocery store, a laundromat, a gas/service station, a gift shop, a retail area for the RV park, and a vending machine in each of the two main lodge buildings. The grocery store and laundromat are adjacent to one another and are located to the south of the villas, near the main entrance to the resort community along Monument Valley Clinic Road. The grocery store and laundromat are two separate one-story buildings. The grocery store offers a movie-rental area, a bakery, produce and meat sections, and other typical grocery items. The laundromat provides several washers and dryers, as well as detergent for purchase. It is important to note that locals/employees use these facilities frequently; thus, revenues have remained fairly stable during the pandemic.

**FIGURE 3-6 SUMMARY OF AMENITIES AND SERVICES**

Amenities & Services	
Guest Laundry Room (RV Park)	Grocery Store
Outdoor Barbecue Areas	Laundromat
Retail (RV Park)	Gas Service Station
Two Indoor Swimming Pools	Gift Shop
Lobby Workstation	Museum
	Airport

**Back-of-the-House**

The subject property is served by the necessary back-of-the-house space, including several in-house laundry facilities, administrative offices, and several full-service kitchens. The restaurant kitchen is located adjacent to the main dining room, while the second restaurant kitchen area is located adjacent to the meeting room/private dining area. An additional kitchen is located in the warehouse on the first floor in order to provide additional back-of-the-house support for large events or tour

A.24





groups, depending on what is requested by the group. A kitchen is also located in the gas service station in order to service the F&B offering, while two kitchens are located in the grocery store to serve the bakery, meat, and produce sections. The kitchen facilities are appropriate for the scopes of services provided, appearing to be in good condition; no significant or persistent problems were reported by property management.

The grocery store features the necessary loading dock needed for product delivery, and the gas service station features above-ground storage tanks for gasoline. The laundry facility located near the villas contains two large-capacity washers, two large-capacity dryers, and an industrial iron. The laundry facility located near the hospital contains five large-capacity washers, four large-capacity dryers, and an industrial iron. The laundry facility located at the RV park in the shower building contains two large-capacity washers and one large-capacity dryer for personal employee use, as well as for the washing of employee uniforms. In the check-in building located at the RV park, an additional laundry facility contains four large-capacity washers and four large-capacity dryers. The property's back-of-the-house equipment and appliances were reported to be operational at the time of inspection, appearing to be in good condition.

A.25



**LAUNDRY (NEAR VILLAS)**



**RESTAURANT KITCHEN/FOOD PREP AREA**



**LAUNDRY (NEAR APARTMENTS)**



**GROCERY KITCHEN/FOOD PREP AREA**



A.26



**LAUNDRY (EMPLOYEE PERSONAL USE)**



**GAS STATION KITCHEN/FOOD PREP AREA**



**LAUNDRY (CAMPGROUND)**



**ADA and  
Environmental**

According to information provided by management representatives, there are no environmental hazards present in the subject property's improvements, nor did we observe any. All underground gas storage tanks were reportedly removed, with no environmental issues, and the current above-ground tanks have no reported issues. The property reportedly complies with the Americans with Disabilities Act, including ADA-mandated pool lifts, which were reportedly held in storage at the

*A.27*



time of inspection. Reportedly, the pool lifts are able to be brought out of storage when needed.

#### Functional Obsolescence

Given the subject property's phased construction over the course of several decades, the property's layout exhibits varying degrees of functional obsolescence. This construction resulted in an inefficient layout of the restaurant, lobby, ancillary businesses and improvements, and other public areas in relation to the guestrooms and other revenue centers. Additionally, the exterior walkways for the vast majority of the guestrooms and rentable units are considered obsolete given current design standards and the costly maintenance required by the covered paths. Providing housekeeping service to the various units, which are spread out across the resort community, is particularly challenging and requires housekeeping vehicles. As mentioned previously, there is an abandoned school building north of the RV park and campground. This building is in disrepair and would require extensive renovations to be brought up to working order; however, this building is not directly considered in our analysis. It should be noted that the overall property layout also provides numerous walking and hiking paths that enhance the appeal of the property, as these paths lead to sweeping views of Monument Valley and the surrounding landscape.

#### Effective Age and Remaining Economic Life

Our opinion of effective age and remaining economic life for the building is presented as follows.

#### FIGURE 3-7 EFFECTIVE AGE AND REMAINING ECONOMIC LIFE

Typical Economic Life	45 Years
Chronological Age	1-66
Effective Age	25
Remaining Economic Life	20

Hotels are typically renewed on a regular basis. With good ongoing maintenance and regular upgrading, the remaining economic life can be periodically extended.

#### Capital Expenditures

We were not provided with detailed, comprehensive, historical capital expenditures; however, according to property ownership, updates are completed each year as needed in order to maintain the property's good condition. According to property ownership, a luxury home was constructed to the south of Monument Valley Clinic Road, across from the hospital, roughly two years ago. Moreover, as of the date of our inspection, the softgoods in the two main lodge buildings were being replaced. As noted previously, a luxury rental home was constructed in the RV park and campground area in the year-to-date 2022 period and was said to be days away from opening pending the installation of some FF&E.

A-28



Our forecast of income and expense incorporates a reserve for replacement in recognition of the future renovation needs of the property and has consider the update needs in our selected valuation parameters. Our appraisal also assumes an ongoing preventive maintenance program and appropriate management and ownership oversight. The reserve for replacement is consistent with accepted industry norms for a property of this type. Investors also recognize that additional capital may be required over the holding period; this expectation is factored into their return requirements. Our selected discount and capitalization rates are based on market requirements, implicitly considering potential additional capital investments that may be required during the holding period.

**Improvements  
Conclusion**

Overall, the subject property offers a unique product offering with a variety of lodging options to choose from, while simultaneously providing a tourism destination for guests. Strengths of the physical asset include its large variety of product offerings and businesses that contribute to the property's overall appeal as a tourism destination. A significant weakness noted was the property's inefficient layout and phased construction over many years, which has resulted in functional obsolescence.

A.29

## NATIVE

The destruction survey was performed in order to segregate different types of businesses within the KCL Corporation, and the Executive & V Tracts. The best of bearings for this survey is N89°54'27"W, between the NE corner and the NE corner of Section 34, Township 43 South, Range 155 East, PLM. This is in accordance with the bearing for the same line as indicated on Record of Survey No. 74 and other surveys on file in the San Juan County Survey Office.

L200 Table		
Line #	Length	Comments
L41	79.13	579.6747236
L42	84.75	579.6747236
L43	84.75	579.6747236
L44	69.36	579.6747236
L45	127.41	579.6747236
L46	87.71	579.6747236
L47	79.10	579.6747236
L48	127.44	579.6747236
L49	84.75	579.6747236
L50	79.13	579.6747236

C200 Table			
Curve #	Length	Radius	Central Distance
C1	79.42	130.07	589.6747236
C2	118.52	130.07	589.6747236
C3	218.02	130.07	589.6747236
C4	218.02	130.07	589.6747236
C5	88.54	130.07	589.6747236
C6	118.52	130.07	589.6747236
C7	88.54	130.07	589.6747236
C8	88.54	130.07	589.6747236
C9	88.54	130.07	589.6747236
C10	88.54	130.07	589.6747236
C11	88.54	130.07	589.6747236
C12	88.54	130.07	589.6747236
C13	88.54	130.07	589.6747236
C14	88.54	130.07	589.6747236
C15	88.54	130.07	589.6747236
C16	88.54	130.07	589.6747236
C17	88.54	130.07	589.6747236
C18	88.54	130.07	589.6747236
C19	88.54	130.07	589.6747236
C20	88.54	130.07	589.6747236
C21	88.54	130.07	589.6747236
C22	88.54	130.07	589.6747236
C23	88.54	130.07	589.6747236
C24	88.54	130.07	589.6747236
C25	88.54	130.07	589.6747236
C26	88.54	130.07	589.6747236
C27	88.54	130.07	589.6747236
C28	88.54	130.07	589.6747236
C29	88.54	130.07	589.6747236
C30	88.54	130.07	589.6747236
C31	88.54	130.07	589.6747236
C32	88.54	130.07	589.6747236
C33	88.54	130.07	589.6747236
C34	88.54	130.07	589.6747236
C35	88.54	130.07	589.6747236
C36	88.54	130.07	589.6747236
C37	88.54	130.07	589.6747236
C38	88.54	130.07	589.6747236
C39	88.54	130.07	589.6747236
C40	88.54	130.07	589.6747236
C41	88.54	130.07	589.6747236
C42	88.54	130.07	589.6747236
C43	88.54	130.07	589.6747236
C44	88.54	130.07	589.6747236
C45	88.54	130.07	589.6747236
C46	88.54	130.07	589.6747236
C47	88.54	130.07	589.6747236
C48	88.54	130.07	589.6747236
C49	88.54	130.07	589.6747236
C50	88.54	130.07	589.6747236
C51	88.54	130.07	589.6747236
C52	88.54	130.07	589.6747236
C53	88.54	130.07	589.6747236
C54	88.54	130.07	589.6747236
C55	88.54	130.07	589.6747236
C56	88.54	130.07	589.6747236
C57	88.54	130.07	589.6747236
C58	88.54	130.07	589.6747236
C59	88.54	130.07	589.6747236
C60	88.54	130.07	589.6747236
C61	88.54	130.07	589.6747236
C62	88.54	130.07	589.6747236
C63	88.54	130.07	589.6747236
C64	88.54	130.07	589.6747236

Curve #	Length	Radius	Chord Distance	Chord Length
C99	64.19	50.00	84.7911W	0.079
C90	131.37	100.00	157.9640W	1.1499
C81	48.25	50.00	83.1742W	0.4043
C62	228.47	115.00	305.0251W	192.71
C53	1.40	60.00	106.6504W	7.40
C64	43.19	25.00	54.2390W	19.25
C55	88.66	120.00	100.7741E	86.66

Line Table		
Line #	Length	Direction
L60	217.30	S85.13°W
L70	1373.79	S51.72°W
L71	231.06	S73.20°E
L74	11.79	N70°02.17°W

**Health Department**  
 Approved this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_  
 \_\_\_\_\_  
 Health Official

**Approval as to Form**  
Approved this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Attorney

**County Recorder**  
State of Utah, County of San Juan, Recorded at the request of  
Filed: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Book: \_\_\_\_\_ Page: \_\_\_\_\_ Fee: \_\_\_\_\_

Owner(s) of the above described  
lots and streets hereafter to be  
granted for perpetual use of the public  
use.  
Day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Richard LaFont, RGU Corporation

By: \_\_\_\_\_  
Wayland LaFont, Executive RV, Inc.

**Final Plat**  
**Buildings Subdivision**  
the N $\frac{1}{2}$  of Section 36, T43S, R15E, ELB&M

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**County Surveyor**

I have reviewed this plat and find it to be correct and in accordance with information on file in this office

\_\_\_\_\_ Date \_\_\_\_\_ County Surveyor

**Acknowledgment**

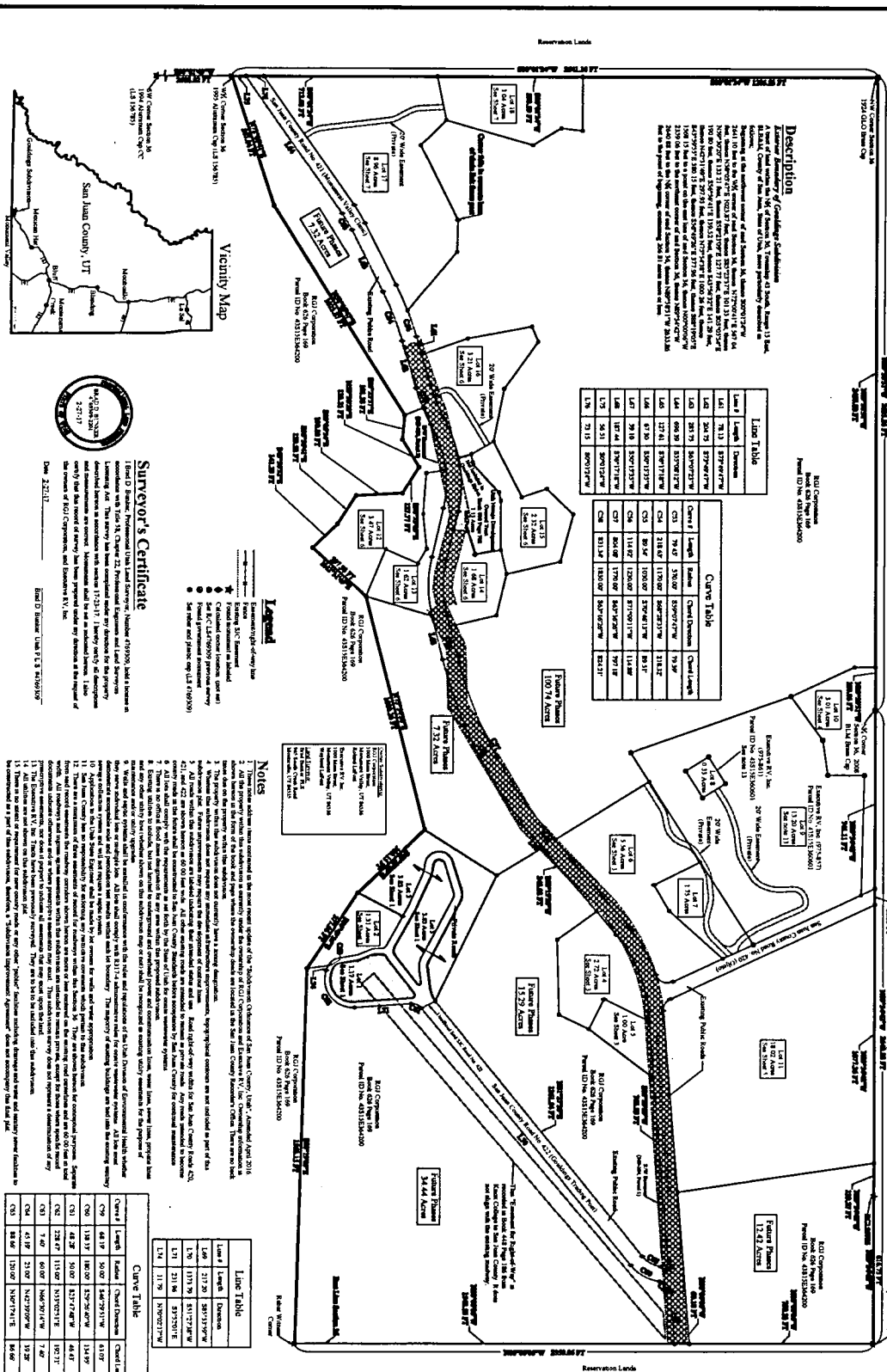
State of Utah, County of San Juan, on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, a Notary Public in and for the State of Utah, \_\_\_\_\_, duly qualified and commissioned, \_\_\_\_\_, with evidence to the person's name name(s) is (are) subscribed to and to me on the basis of satisfactory evidence that the person(s) named above is (are) the person(s) who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily for the purposes stated herein.

My commission expires \_\_\_\_\_ 20\_\_\_\_.

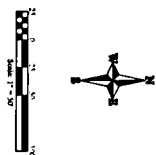
County \_\_\_\_\_ Notary Public \_\_\_\_\_ Residing in \_\_\_\_\_

**San Juan County Planning Commission**  
Approved by the San Juan County Planning Commission  
this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
Chairman \_\_\_\_\_

<h1 style="text-align: center;">Bunker Engineering, LLC</h1> <p style="text-align: center;">965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535      (435) 459-9152</p>		
Date: 2-27-17	Drawn By: B.J. Bunker	Scale: 1" = 200'
Drawing Name: Survey Reference Number: BE754		Sheet: 1 of 7



**Venue Map**



Query Table				
Query	Length	Index	Cost (Index)	Cost (Table)
Q1	6.0M	6.0M	6.0M	6.0M
Q2	16.1M	16.1M	16.1M	16.1M
Q7	1.0M	3.0M	3.0M	1.0M
Q8	1.0M	6.0M	6.0M	1.0M
Q9	1.0M	6.0M	37.0M	1.0M
Q10	3.0M	3.0M	37.0M	6.0M
Q11	3.0M	3.0M	39.0M	3.0M
Q12	3.0M	3.0M	39.0M	3.0M
Q13	3.0M	3.0M	39.0M	3.0M
Q14	6.0M	3.0M	39.0M	3.0M
Q15	1.0M	6.0M	39.0M	1.0M
Q16	4.0M	3.0M	39.0M	4.0M

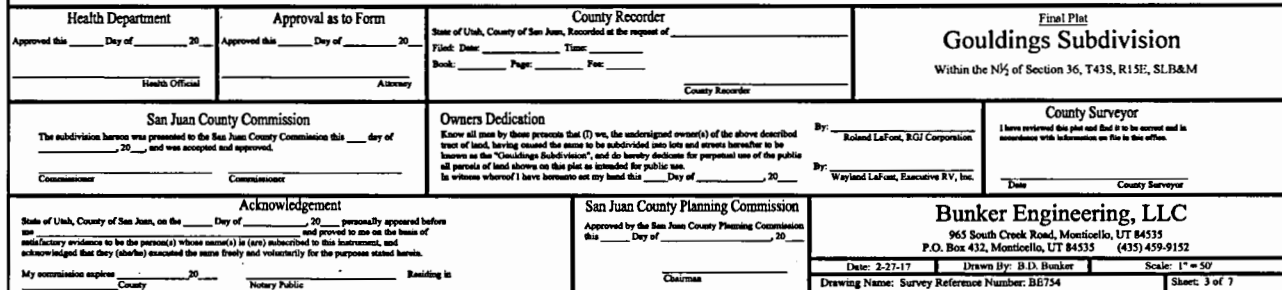
DAVID BITNER  
4:4309201  
2-27-17

Erhard D. Bunker Litch P. L. S. 04760309

A 31

CULTURE CODE			
Curve #	Length	Depth	Chart Length
C1	41.27	10.007	860.1513 m
C2	41.27	10.007	860.1513 m
C3	40.92	10.007	857.9314 m
C4	40.92	10.007	857.9314 m
C5	36.29	10.007	826.4146 m
C6	36.29	10.007	826.4146 m
C7	36.29	10.007	826.4146 m
C8	18.17	20.02	362.7252 m
C9	36.29	15.02	725.4504 m
C10	36.29	15.02	725.4504 m
C11	18.17	10.007	362.7252 m
C12	18.17	10.007	362.7252 m
C13	18.17	10.007	362.7252 m
C14	18.17	10.007	362.7252 m
C15	18.17	10.007	362.7252 m
C16	18.17	10.007	362.7252 m
C17	18.17	10.007	362.7252 m
C18	18.17	10.007	362.7252 m
C19	18.17	10.007	362.7252 m
C20	18.17	10.007	362.7252 m
C21	18.17	10.007	362.7252 m
C22	18.17	10.007	362.7252 m
C23	18.17	10.007	362.7252 m
C24	18.17	10.007	362.7252 m
C25	18.17	10.007	362.7252 m
C26	18.17	10.007	362.7252 m
C27	18.17	10.007	362.7252 m
C28	18.17	10.007	362.7252 m
C29	18.17	10.007	362.7252 m
C30	18.17	10.007	362.7252 m
C31	18.17	10.007	362.7252 m
C32	18.17	10.007	362.7252 m
C33	18.17	10.007	362.7252 m
C34	18.17	10.007	362.7252 m
C35	18.17	10.007	362.7252 m
C36	18.17	10.007	362.7252 m
C37	18.17	10.007	362.7252 m
C38	18.17	10.007	362.7252 m
C39	18.17	10.007	362.7252 m
C40	18.17	10.007	362.7252 m
C41	18.17	10.007	362.7252 m
C42	18.17	10.007	362.7252 m
C43	18.17	10.007	362.7252 m
C44	18.17	10.007	362.7252 m
C45	18.17	10.007	362.7252 m
C46	18.17	10.007	362.7252 m
C47	18.17	10.007	362.7252 m
C48	18.17	10.007	362.7252 m
C49	18.17	10.007	362.7252 m
C50	18.17	10.007	362.7252 m
C51	18.17	10.007	362.7252 m
C52	18.17	10.007	362.7252 m
C53	18.17	10.007	362.7252 m
C54	18.17	10.007	362.7252 m
C55	18.17	10.007	362.7252 m
C56	18.17	10.007	362.7252 m
C57	18.17	10.007	362.7252 m
C58	18.17	10.007	362.7252 m
C59	18.17	10.007	362.7252 m
C60	18.17	10.007	362.7252 m
C61	18.17	10.007	362.7252 m
C62	18.17	10.007	362.7252 m
C63	18.17	10.007	362.7252 m
C64	18.17	10.007	362.7252 m
C65	18.17	10.007	362.7252 m
C66	18.17	10.007	362.7252 m
C67	18.17	10.007	362.7252 m
C68	18.17	10.007	362.7252 m
C69	18.17	10.007	362.7252 m
C70	18.17	10.007	362.7252 m
C71	18.17	10.007	362.7252 m
C72	18.17	10.007	362.7252 m
C73	18.17	10.007	362.7252 m
C74	18.17	10.007	362.7252 m
C75	18.17	10.007	362.7252 m
C76	18.17	10.007	362.7252 m
C77	18.17	10.007	362.7252 m
C78	18.17	10.007	362.7252 m
C79	18.17	10.007	362.7252 m
C80	18.17	10.007	362.7252 m
C81	18.17	10.007	362.7252 m
C82	18.17	10.007	362.7252 m
C83	18.17	10.007	362.7252 m
C84	18.17	10.007	362.7252 m
C85	18.17	10.007	362.7252 m
C86	18.17	10.007	362.7252 m
C87	18.17	10.007	362.7252 m
C88	18.17	10.007	362.7252 m
C89	18.17	10.007	362.7252 m
C90	18.17	10.007	362.7252 m
C91	18.17	10.007	362.7252 m
C92	18.17	10.007	362.7252 m
C93	18.17	10.007	362.7252 m
C94	18.17	10.007	362.7252 m
C95	18.17	10.007	362.7252 m
C96	18.17	10.007	362.7252 m
C97	18.17	10.007	362.7252 m
C98	18.17	10.007	362.7252 m
C99	18.17	10.007	362.7252 m
C100	18.17	10.007	362.7252 m

L005 / L006			L007 / L008		
Line #	Length	Division	Line #	Length	Division
L01	46.62	N17W02N17E	L01	51.12	N17W02N17E
L02	46.62	N17W02N17E	L02	52.06	N17W02N17E
L03	46.65	N26W01N13E	L03	52.06	N26W01N13E
L04	46.65	N26W01N13E	L04	51.12	N17W02N17E
L05	50.41	N26W01N13E	L05	51.12	N17W02N17E
L06	50.41	N26W01N13E	L06	51.12	N17W02N17E
L07	50.41	N26W01N13E	L07	51.12	N17W02N17E
L08	50.41	N26W01N13E	L08	51.12	N17W02N17E
L09	50.41	N26W01N13E	L09	51.12	N17W02N17E
L10	50.41	N26W01N13E	L10	51.12	N17W02N17E
L11	50.41	N26W01N13E	L11	51.12	N17W02N17E
L12	50.41	N26W01N13E	L12	51.12	N17W02N17E
L13	50.41	N26W01N13E	L13	51.12	N17W02N17E
L14	50.41	N26W01N13E	L14	51.12	N17W02N17E
L15	50.41	N26W01N13E	L15	51.12	N17W02N17E
L16	50.41	N26W01N13E	L16	51.12	N17W02N17E
L17	50.41	N26W01N13E	L17	51.12	N17W02N17E
L18	50.41	N26W01N13E	L18	51.12	N17W02N17E
L19	50.41	N26W01N13E	L19	51.12	N17W02N17E
L20	50.41	N26W01N13E	L20	51.12	N17W02N17E
L21	50.41	N26W01N13E	L21	51.12	N17W02N17E
L22	50.41	N26W01N13E	L22	51.12	N17W02N17E
L23	50.41	N26W01N13E	L23	51.12	N17W02N17E
L24	50.41	N26W01N13E	L24	51.12	N17W02N17E
L25	50.41	N26W01N13E	L25	51.12	N17W02N17E
L26	50.41	N26W01N13E	L26	51.12	N17W02N17E
L27	50.41	N26W01N13E	L27	51.12	N17W02N17E
L28	50.41	N26W01N13E	L28	51.12	N17W02N17E
L29	50.41	N26W01N13E	L29	51.12	N17W02N17E
L30	50.41	N26W01N13E	L30	51.12	N17W02N17E
L31	50.41	N26W01N13E	L31	51.12	N17W02N17E
L32	50.41	N26W01N13E	L32	51.12	N17W02N17E
L33	50.41	N26W01N13E	L33	51.12	N17W02N17E
L34	50.41	N26W01N13E	L34	51.12	N17W02N17E
L35	50.41	N26W01N13E	L35	51.12	N17W02N17E
L36	50.41	N26W01N13E	L36	51.12	N17W02N17E
L37	50.41	N26W01N13E	L37	51.12	N17W02N17E
L38	50.41	N26W01N13E	L38	51.12	N17W02N17E
L39	50.41	N26W01N13E	L39	51.12	N17W02N17E
L40	50.41	N26W01N13E	L40	51.12	N17W02N17E
L41	50.41	N26W01N13E	L41	51.12	N17W02N17E
L42	50.41	N26W01N13E	L42	51.12	N17W02N17E
L43	50.41	N26W01N13E	L43	51.12	N17W02N17E
L44	50.41	N26W01N13E	L44	51.12	N17W02N17E
L45	50.41	N26W01N13E	L45	51.12	N17W02N17E
L46	50.41	N26W01N13E	L46	51.12	N17W02N17E
L47	50.41	N26W01N13E	L47	51.12	N17W02N17E
L48	50.41	N26W01N13E	L48	51.12	N17W02N17E
L49	50.41	N26W01N13E	L49	51.12	N17W02N17E
L50	50.41	N26W01N13E	L50	51.12	N17W02N17E
L51	50.41	N26W01N13E	L51	51.12	N17W02N17E
L52	50.41	N26W01N13E	L52	51.12	N17W02N17E
L53	50.41	N26W01N13E	L53	51.12	N17W02N17E
L54	50.41	N26W01N13E	L54	51.12	N17W02N17E
L55	50.41	N26W01N13E	L55	51.12	N17W02N17E
L56	50.41	N26W01N13E	L56	51.12	N17W02N17E
L57	50.41	N26W01N13E	L57	51.12	N17W02N17E
L58	50.41	N26W01N13E	L58	51.12	N17W02N17E
L59	50.41	N26W01N13E	L59	51.12	N17W02N17E
L60	50.41	N26W01N13E	L60	51.12	N17W02N17E
L61	50.41	N26W01N13E	L61	51.12	N17W02N17E
L62	50.41	N26W01N13E	L62	51.12	N17W02N17E
L63	50.41	N26W01N13E	L63	51.12	N17W02N17E
L64	50.41	N26W01N13E	L64	51.12	N17W02N17E
L65	50.41	N26W01N13E	L65	51.12	N17W02N17E
L66	50.41	N26W01N13E	L66	51.12	N17W02N17E
L67	50.41	N26W01N13E	L67	51.12	N17W02N17E
L68	50.41	N26W01N13E	L68	51.12	N17W02N17E
L69	50.41	N26W01N13E	L69	51.12	N17W02N17E
L70	50.41	N26W01N13E	L70	51.12	N17W02N17E
L71	50.41	N26W01N13E	L71	51.12	N17W02N17E
L72	50.41	N26W01N13E	L72	51.12	N17W02N17E
L73	50.41	N26W01N13E	L73	51.12	N17W02N17E
L74	50.41	N26W01N13E	L74	51.12	N17W02N17E
L75	50.41	N26W01N13E	L75	51.12	N17W02N17E
L76	50.41	N26W01N13E	L76	51.12	N17W02N17E
L77	50.41	N26W01N13E	L77	51.12	N17W02N17E
L78	50.41	N26W01N13E	L78	51.12	N17W02N17E
L79	50.41	N26W01N13E	L79	51.12	N17W02N17E
L80	50.41	N26W01N13E	L80	51.12	N17W02N17E
L81	50.41	N26W01N13E	L81	51.12	N17W02N17E
L82	50.41	N26W01N13E	L82	51.12	N17W02N17E
L83	50.41	N26W01N13E	L83	51.12	N17W02N17E
L84	50.41	N26W01N13E	L84	51.12	N17W02N17E
L85	50.41	N26W01N13E	L85	51.12	N17W02N17E
L86	50.41	N26W01N13E	L86	51.12	N17W02N17E
L87	50.41	N26W01N13E	L87	51.12	N17W02N17E
L88	50.41	N26W01N13E	L88	51.12	N17W02N17E
L89	50.41	N26W01N13E	L89	51.12	N17W02N17E
L90	50.41	N26W01N13E	L90	51.12	N17W02N17E
L91	50.41	N26W01N13E	L91	51.12	N17W02N17E
L92	50.41	N26W01N13E	L92	51.12	N17W02N17E
L93	50.41	N26W01N13E	L93	51.12	N17W02N17E
L94	50.41	N26W01N13E	L94	51.12	N17W02N17E
L95	50.41	N26W01N13E	L95	51.12	N17W02N17E
L96	50.41	N26W01N13E	L96	51.12	N17W02N17E
L97	50.41	N26W01N13E	L97	51.12	N17W02N17E
L98	50.41	N26W01N13E	L98	51.12	N17W02N17E
L99	50.41	N26W01N13E	L99	51.12	N17W02N17E
L100	50.41	N26W01N13E	L100	51.12	N17W02N17E





**Gouldings Subdivision**  
Within the N $\frac{1}{2}$  of Section 36,  
T43S, R15E, SLB&M  
Sheet 4 of 7 (Lots 8-10)



True Table		
Line #	Length	Description
Line 1	31.12	30.900-31.000
Line 2	75.60	30.840-31.010
Line 3	46.63	30.600-30.750
Line 4	4.18	30.100-30.110
Line 5	30.00	30.000-30.010
Line 6	11.75	29.910-29.920
Line 7	11.75	29.770-29.780
Line 8	30.00	29.670-29.680
Line 9	4.18	29.100-29.110
Line 10	46.63	28.940-29.010
Line 11	75.60	28.840-29.010
Line 12	31.12	28.750-28.860
Line 13	50.43	28.750-29.020
Line 14	1.21	28.670-28.680
Line 15	77.41	28.600-28.700
Line 16	46.63	28.500-28.510
Line 17	46.63	28.400-28.410
Line 18	46.63	28.300-28.310
Line 19	60.72	28.150-28.310
Line 20	20.00	28.100-28.110
Line 21	31.12	28.070-28.080
Line 22	31.12	28.070-28.080

Curve Data			
Curve #	Length (m)	Area (m <sup>2</sup> )	Crust weight (kg)
101	12.17	110.02	1002.17
102	12.11	108.02	1001.17
103	12.09	107.02	1000.17
104	12.07	106.02	1000.17
105	12.05	105.02	1000.17
106	12.03	104.02	1000.17
107	12.01	103.02	1000.17
108	11.99	102.02	1000.17
109	11.97	101.02	1000.17
110	11.95	100.02	1000.17
111	11.93	99.02	1000.17
112	11.91	98.02	1000.17
113	11.89	97.02	1000.17
114	11.87	96.02	1000.17
115	11.85	95.02	1000.17
116	11.83	94.02	1000.17
117	11.81	93.02	1000.17
118	11.79	92.02	1000.17
119	11.77	91.02	1000.17
120	11.75	90.02	1000.17
121	11.73	89.02	1000.17
122	11.71	88.02	1000.17
123	11.69	87.02	1000.17
124	11.67	86.02	1000.17
125	11.65	85.02	1000.17
126	11.63	84.02	1000.17
127	11.61	83.02	1000.17
128	11.59	82.02	1000.17
129	11.57	81.02	1000.17
130	11.55	80.02	1000.17
131	11.53	79.02	1000.17
132	11.51	78.02	1000.17
133	11.49	77.02	1000.17
134	11.47	76.02	1000.17
135	11.45	75.02	1000.17
136	11.43	74.02	1000.17
137	11.41	73.02	1000.17
138	11.39	72.02	1000.17
139	11.37	71.02	1000.17
140	11.35	70.02	1000.17
141	11.33	69.02	1000.17
142	11.31	68.02	1000.17
143	11.29	67.02	1000.17
144	11.27	66.02	1000.17
145	11.25	65.02	1000.17
146	11.23	64.02	1000.17
147	11.21	63.02	1000.17
148	11.19	62.02	1000.17
149	11.17	61.02	1000.17
150	11.15	60.02	1000.17
151	11.13	59.02	1000.17
152	11.11	58.02	1000.17
153	11.09	57.02	1000.17
154	11.07	56.02	1000.17
155	11.05	55.02	1000.17
156	11.03	54.02	1000.17
157	11.01	53.02	1000.17
158	10.99	52.02	1000.17
159	10.97	51.02	1000.17
160	10.95	50.02	1000.17
161	10.93	49.02	1000.17
162	10.91	48.02	1000.17
163	10.89	47.02	1000.17
164	10.87	46.02	1000.17
165	10.85	45.02	1000.17
166	10.83	44.02	1000.17
167	10.81	43.02	1000.17
168	10.79	42.02	1000.17
169	10.77	41.02	1000.17
170	10.75	40.02	1000.17
171	10.73	39.02	1000.17
172	10.71	38.02	1000.17
173	10.69	37.02	1000.17
174	10.67	36.02	1000.17
175	10.65	35.02	1000.17
176	10.63	34.02	1000.17
177	10.61	33.02	1000.17
178	10.59	32.02	1000.17
179	10.57	31.02	1000.17
180	10.55	30.02	1000.17
181	10.53	29.02	1000.17
182	10.51	28.02	1000.17
183	10.49	27.02	1000.17
184	10.47	26.02	1000.17
185	10.45	25.02	1000.17
186	10.43	24.02	1000.17
187	10.41	23.02	1000.17
188	10.39	22.02	1000.17
189	10.37	21.02	1000.17
190	10.35	20.02	1000.17
191	10.33	19.02	1000.17
192	10.31	18.02	1000.17
193	10.29	17.02	1000.17
194	10.27	16.02	1000.17
195	10.25	15.02	1000.17
196	10.23	14.02	1000.17
197	10.21	13.02	1000.17
198	10.19	12.02	1000.17
199	10.17	11.02	1000.17
200	10.15	10.02	1000.17

<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Official		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date _____ Time _____ Book: _____ Page _____ Fee _____ _____ County Recorder		<b>First Print</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ Commissioner _____ Commissioner				<b>Owners Dedication</b> Know all men by these presents that (I) we, the undersigned owner(s) of the above described tract of land, having entered the same to be subdivided into lots and streets hereinafter to be known as the "Gouldings Subdivision", and do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as bounded by the public lands. In witness whereof I have hereunto set my hand this _____ day of _____, 20____		<b>County Surveyor</b> I have ordered this plat and it to be correct and to accordance with information on file in this office. _____ Deputy Wayne L. Pelt, Bluffville, UT, Inc. _____ Date _____ County Surveyor	
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____, personally appeared before me _____, _____, and _____, and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that they (they) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ County _____ Notary Public _____ Residing in _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ day of _____, 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 965 South Crank Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 459-9152 Date: 2-27-17 Drawn By: B.D. Bunker Book: 1" = 50' Drawing Name: Survey Reference Number: M8754 Sheet: 4 of 7	



On 2/2/17, [REDACTED] advised that [REDACTED] had been prepared under his direction at the request of BGL Corporation.

Date 2.27.17

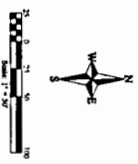
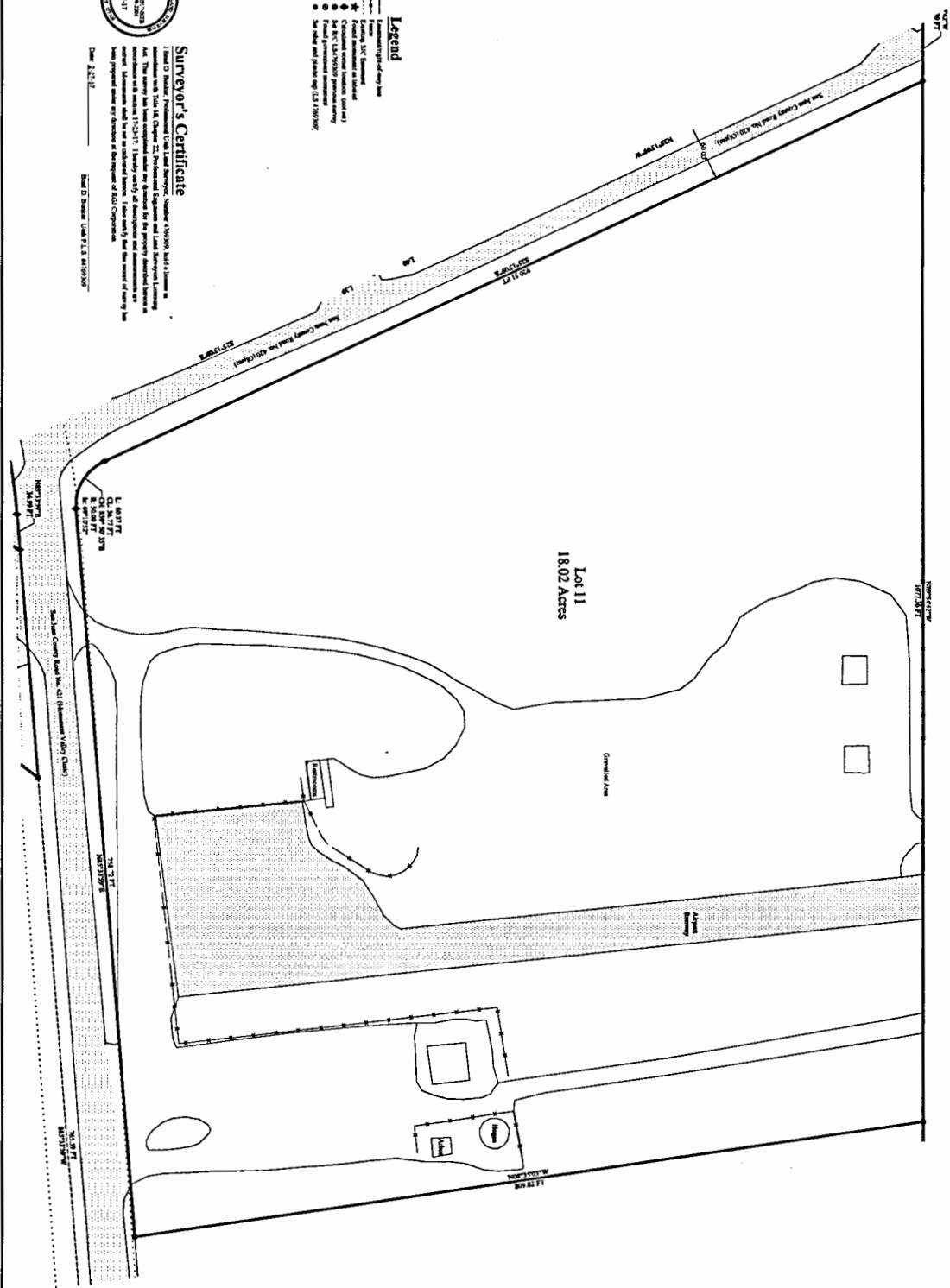
Brend D. Barber, U.S. 6476909

Brand ID: Bunkner Umb P.L.S. 04769309

## Final Plat

# Gouldings Subdivision

Within the N $\frac{1}{2}$  of Section 36, T43S, R15E, SLB&M  
Sheet 5 of 7 (Lot 11)



<b>Health Department</b> Approved this _____ Day of _____ 20____ _____ Health Official	<b>Approval as to Form</b> Approved this _____ Day of _____ 20____ _____ Attorney	<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date: _____ Time: _____ Book: _____ Page: _____ Fax: _____ _____ County Recorder	<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SL&M
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____ 20____, and was accepted and approved. _____ Commissioner                      _____ Commissioner		<b>Owners Dedication</b> I, _____, do hereby dedicate to the public all parcels of land shown on this plat as included in the public use. In witness whereof I have hereunto set my hand this _____ Day of _____ 20____. _____	<b>County Surveyor</b> I have surveyed this plat and find it to be correct and in accordance with information on this file in this office. _____ Date _____ County Surveyor
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ Day of _____ 20____, personally appeared before me _____, _____, and provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that they (she/he) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____. _____ County                      _____ Notary Public                      _____ Residing in _____		<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____ 20____. _____ Chairman	<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535      (435) 459-9152 Date: 2-21-17      Drawn By: B.D. Bunker      Scale: 1" = 50' Drawing Name: Survey Reference Number: BE754      Sheet: 5 of 7

**Gouldings Subdivision**

Within the N $\frac{1}{2}$  of Section 36, T43S, R15E, SLB&M  
Sheet 6 of 7 (Lots 12-16)

Line Table		Curve Table			
Line #	Line Contents	Curve #	Index	Curve Name	Curve Length
L04	99.02 0977070707	C04	314.67	097870707	314.67
L05	127.20 077070707	C05	329.47	087070707	306.17
L07	4.02 047070707	C07	322.89	087070707	324.19
L08	126.31 077070707	C08	112.87	030870707	112.87
L09	4.02 047070707	C09	154.29	087070707	154.12
L10	20.12 077070707	C10	163.80	0807070707	36.97
L11	3.07 017070707	C11	130.87	087070707	130.87
L12	17.94 0102070707	C12	130.87	087070707	130.87
L13	36.79 0102070707	C13	130.87	087070707	130.87
L14	17.18 077070707	C14	364.39	087070707	364.39

### Legend

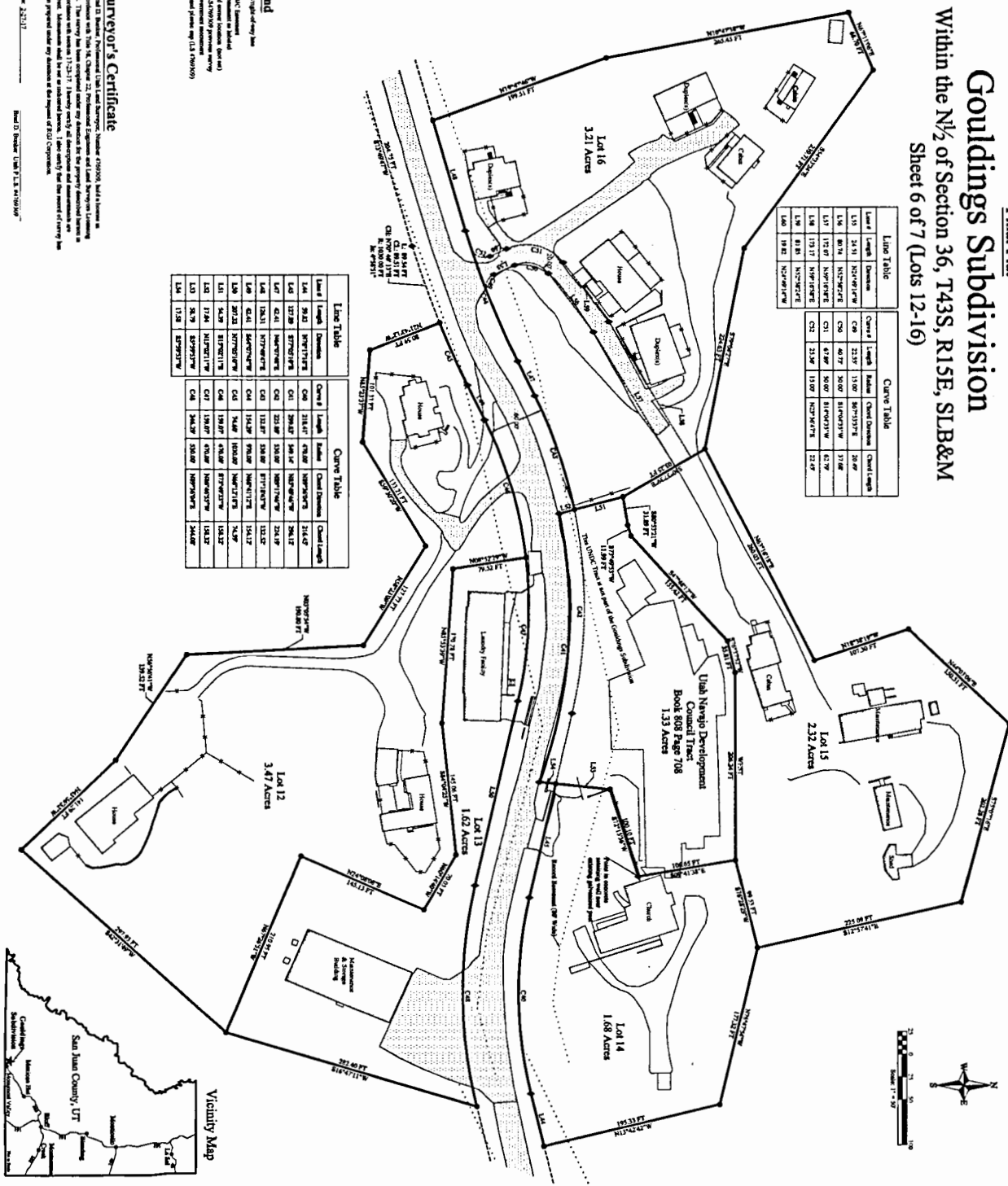
- Estuarine right-of-way line  
 ———— Fence  
 —●— Existing SAC boundary  
 —●— Proposed movement as labeled  
 ★ Calculated error location (not set)  
 ● Set R 1:54:00/509 per new survey  
 ● Formed government movement  
 ● Set relief sand platform step (1:54:00/509)

### Surveyor's Certificate

<sup>1</sup> Ronald D. Swisher, *Professional Ethics and Strategy*, Number 4369300, sold at a lecture in accordance with Title 36, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. The survey has been completed under my direction for the property described herein in accordance with section 17-2-1-7. I hereby certify all descriptions and statements are correct. Measurement shall be per as indicated herein. I do hereby certify that the money of survey has been paid under my direction at the payment of RCD Corporation.

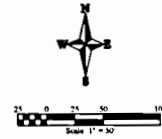
**Doc: 2027.17**

**Brend D. Dwyer, U.S. 8, 04760349**



<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Official		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed: _____ Date: _____ Time: _____ Book: _____ Page: _____ Fee: _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M	
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ Commissioner _____ Commissioner				<b>Owners Dedication</b> Know all men by these presents that (I) we, the undersigned owner(s) of the above described tract of land, having owned the same to be subdivided into lots and streets hereinafter to be known as the "Gouldings Subdivision," and do hereby dedicate for perpetual use of the public all portions of land shown on that plat as intended for public use. In witness whereof I have hereunto set my hand this _____ Day of _____, 20____		<b>County Surveyor</b> By: _____ Roland LaFont, RGI Corporation By: _____ Wyland LaFont, Executive R.V. Inc. I have reviewed this plat and find it to be correct and in accordance with information on file in the office. _____ Date _____ County Surveyor	
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____, personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that they (she/he) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ _____ County _____ Notary Public _____ Residing in				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 459-9152 Date: 2-27-17 Drawn By: BJD, BEW Scale: 1" = 50' Drawing Name: Survey Reference Number: BU754 Sheet: 6 of 7	

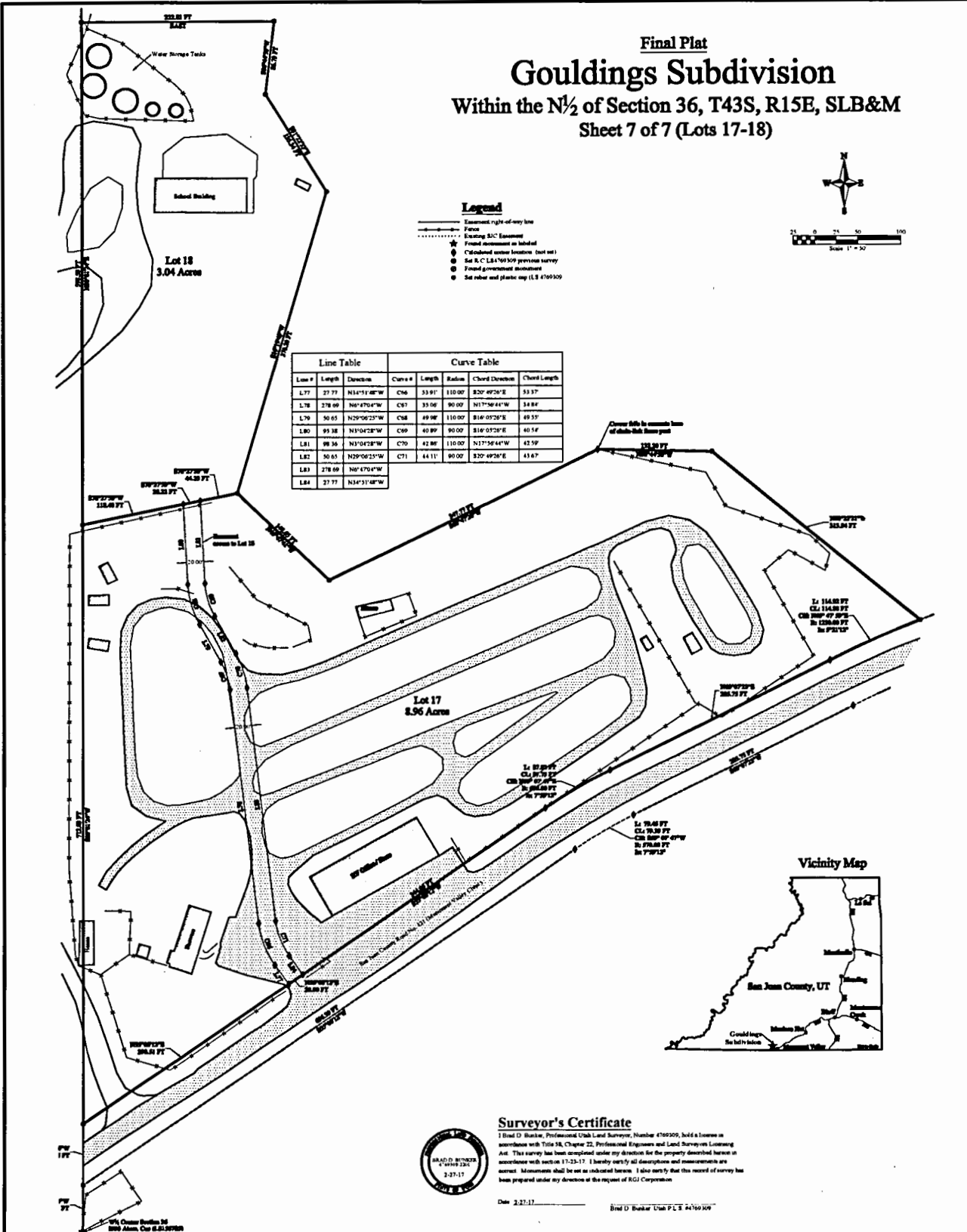
**Final Plat**  
**Gouldings Subdivision**  
 Within the N½ of Section 36, T43S, R15E, SLB&M  
 Sheet 7 of 7 (Lots 17-18)



**Legend**

- Setback right-of-way line
- Fence
- Existing S/C Easement
- Found monument as labeled
- Calculated corner location (not set)
- Set S.C. L&A 1903 survey
- Found government monument
- Set rebar and plastic cap (L.S. 1709300)

Line Table				Curve Table			
Line #	Length	Bearing	Curve #	Length	Radius	Chord Direction	Chord Length
L77	27.77	N14°11'48"W	C66	33.91	110.00	S20°49'20"E	53.37
L78	278.69	N6°47'04"W	C67	33.08	90.00	N17°36'44"W	54.84
L79	50.65	N29°06'23"W	C68	49.98	110.00	S16°07'20"E	49.57
L80	93.38	N1°04'28"W	C69	40.89	90.00	S16°07'20"E	40.14
L81	98.36	N1°04'28"W	C70	42.86	110.00	N17°36'44"W	42.59
L82	50.65	N29°06'23"W	C71	44.11	90.00	S20°49'20"E	43.67
L83	278.69	N6°47'04"W					
L84	27.77	N14°11'48"W					



**Surveyor's Certificate**

I, Bred D. Bunker, Professional Utah Land Surveyor, Number 4769300, hold a license in accordance with Title 18, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described herein in accordance with section 17-23-17. I hereby certify all descriptions and measurements are correct. Measurements shall be as so indicated herein. I also certify that this record of survey has been prepared under my direction at the request of RCI Corporation.

Date: 2-27-17

Bred D. Bunker Utah P.L.S. #4769300

<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, Recorded at the request of _____ Filed Date _____ Time _____ Book _____ Page _____ Fee _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M			
<b>San Juan County Commission</b> This subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____ and was accepted and approved. _____ Commissioner				<b>Owners Dedication</b> Know all men by these presents that (I) we, the undersigned owner(s) of the above described tract of land, having owned the same to be subdivided into lots and desire hereunto by law powers in the "Gouldings Subdivision", and do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ day of _____, 20____ _____				<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with information on file in this office. _____ Date _____ County Surveyor	
<b>Acknowledgment</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that (he) (she) (they) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ County _____ Notary Public _____ Building in _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 963 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 439-9153 Date: 2-27-17 Drawn By: B.D. Bunker Scale: 1" = 30' Drawing Name: Survey Reference Number: 38754 Sheet: 7 of 7			

A.36

EXHIBIT "A-1"

Recognized Environmental Concerns

**Evaluation**

Due to the large acreage, the subject property was divided into four (4) areas:

- Area 1- Airstrip and Lagoons
- Area 2 – Villas, Tour Bus Facilities, Grocery Store, and Laundromat
- Area 3 – Hotel and Fueling Station
- Area 4- Campsites, Maintenance Facilities, Housing, and Other Buildings (without direct association with the lodge).

After site reconnaissance of the property; reviewing the available information regarding the property and adjoining properties; and conducting interviews with multiple parties and agencies; TYT identified the following findings associated with the subject property:

<b>SITE NAME</b>	<b>ADDRESS</b>	<b>DATABASES</b>	<b>Evaluation</b>
Area 1 - Lagoons	Wastewater Lagoons	Site Reconnaissance	Data gap for leak detection system; <b>REC</b>
Area 1 – Air Strip ASTs	Air Strip	Site Reconnaissance	Temporary ASTs with secondary containment. Not a REC
Area 1 – Debris Stockpiles In Wash	Air Strip	Site Reconnaissance	Illegal dumping of solid waste that includes solids from vehicle washes; <b>REC</b>
Area 1 – Ground Penetrations at Air Strip Entrance (Firework Launchers)	Air Strip	Site Reconnaissance	Potential for heavy metal contamination; <b>REC</b>
Area 2 - Incinerator	Tour Bus Garage	Site Reconnaissance	Data gap regarding permits and potential for release of heavy metal particulates; <b>REC</b>
Area 2 – ASTs, Drums, and Heavy Equipment	Tour Bus Garage	Site Reconnaissance	Evidence of release of petroleum hydrocarbons to environment from drum and AST;

SITE NAME	ADDRESS	DATABASES	Evaluation
			Suspected hydraulic oil release from heavy equipment; unlabeled drums; data gap for petroleum storage tank records; <b>REC</b>
Area 2 – Grocery Store Grease Traps	Grocery Store	Site Reconnaissance	Commercial food grease traps in use with evidence of release; <b>REC</b>
Area 3 – Car Wash	1000 Main Street	Site Reconnaissance	Solids removed from sump stockpiled on site; <b>REC</b>
Area 3 - Fuel Station ASTs	1000 Main Street	Site Reconnaissance	In Use Commercial Fuel Tanks with leak detection and containment. Not a REC
Area 3 –Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST	USTs closed per Utah and NNEPA standards; Not a REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST, Public Records Review, and Interviews	Gasoline tank with reported release and no further records; septic tank removed with no closure records; <b>REC</b>
Area 4 – Monument Valley Hospital	P.O.BOX 4	Site Reconnaissance	Grease traps with evidence of a release; <b>REC</b>
Area 4 – Monument Valley Hospital	Community Trash Roll Offs	Site Reconnaissance	Evidence of leaks from containers, unknown substances; <b>REC</b>
Area 4 – Seventh Day Adventist Church UST	Seventh Day Adventist Church	State of Utah Records	Reported UST still in use, no additional records available; <b>REC</b>

<b>SITE NAME</b>	<b>ADDRESS</b>	<b>DATABASES</b>	<b>Evaluation</b>
Area 4 – Generator Building ASTs and Dispenser	Maintenance Shop	Site Reconnaissance/ NNEPA Records	Data gap for tank records and report of a historic release; <b>REC</b>
Area 4 – Electrical Service Building	Maintenance Shop	Site Reconnaissance	Paint chips around building on surficial soil, potential for lead contamination; <b>REC</b>
Area 4 – Equipment Parking Area	Maintenance Shop	Site Reconnaissance	Sewage Line Break and Buried Solid Waste Containing Suspect Asbestos Materials; <b>REC</b>
West Adjoining Property	Residential	Site Reconnaissance/ Interviews	Report of buried automotive parts and materials, unknown contents and extents; <b>REC</b>
East Adjoining Property	Monument Valley High School	State of Utah Database Review	UST closed per Utah and NNEPA standards; Not a REC

Note, the remaining land between the Arizona state line and the rock outcrop was also assessed. No findings were identified in this parcel which is designated for recreational purposes only.

### **Limitations**

Significant data gaps in records pertaining to several storage tanks, septic tanks, and the wastewater lagoons limited the ability of the environmental professional to render an opinion regarding whether conditions exist that are indicative of a REC. Additionally, not all buildings were accessible during the site reconnaissance of the property.

Note, per the applicable ASTM standard, the subject assessment excludes the following evaluations that could potentially affect the subject property: asbestos-containing building materials; indoor air quality; lead-based paint; mold or microbial growth conditions; PCB-containing building materials; and emerging contaminants such as perfluoroalkyl and polyfluoroalkyl substances (PFAS).

A-1.3

Tiis Yá Tóh, Inc.



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**Continuing Obligations**

Under the All-Appropriate Inquiry Rule (AAI), future and continuing obligations are required to maintain landowner liability protections under CERCLA. Specifically, complying with land use restrictions and institutional controls; taking reasonable steps with respect to hazardous substance releases; providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration; complying with information requests and administrative subpoenas; and providing legally required notices.

A-1.4

Tiis Yá Tóh, Inc.

## EXHIBIT "B"

**Listing of Improvements  
Goulding's Monument Valley  
Trading Post and Lodge  
Monument Valley  
San Juan County, Utah**

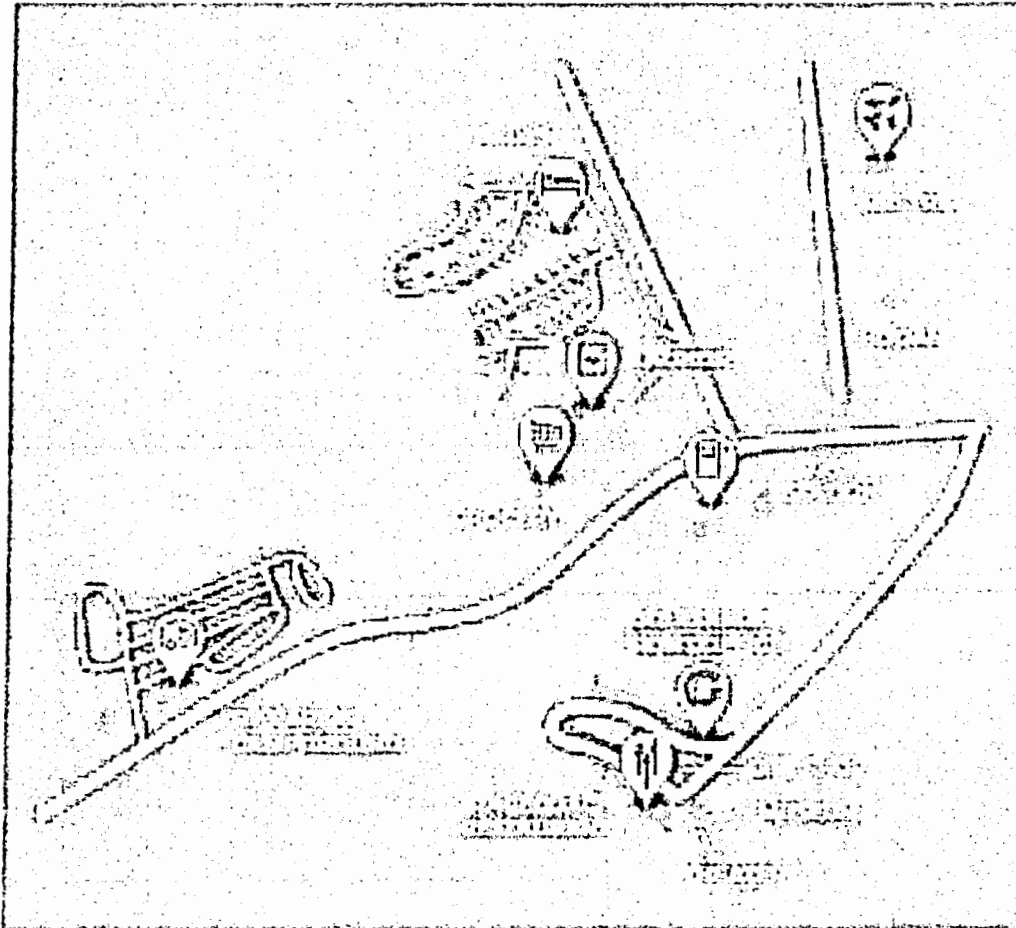
- A) Seller shall supply Buyer and Escrow Agent with a listing of improvements being sold with the Property within ten (10) business days of the execution of this Agreement.  
B) The following listing includes personal property that will be purchased by Buyer:

1. 110-foot-deep off-site water well
2. 120-foot-deep off-site water well
3. Water rights annual basis lease at a rate of \$0.27 per 1,000 gallons of water, or approximately \$2,000 per year as reported by ownership.
4. Five water tanks with three miles of underground water lines.
5. A sewer plan, with a series of sewer lagoons.
6. Propane tanks that serve the Property, including but not limited to the following: 1) 18,000-gallon main tank, 2) a 2,000-gallon tank that services the main compound, 3) two 1,000-gallon tanks which provide propane gas to the Laundromat; and individual 250-gallon tanks for each single-family residence, duplex, fourplex, etc.
7. Interior roadways that service the Property, including two lane asphalt paved streets with no curbs, gutters or sidewalks and are privately maintained by subject owner.
8. Approximately 123,134 gross square feet of building improvements appearing on the table of "Goulding's Lodge Building Summary" attached hereto and incorporated herein as Exhibit B-1
9. The following building improvements with parking lots: an airship hanger, a self-serve carwash, a convenience store/gas station, a grocery store, museum buildings, administrative offices/gift shop buildings, maintenance building, Laundromat building, restaurant building, storage building, theater building, utility building, campground/RV park, private residences (2 houses), automotive/maintenance facility, Hotel (17 king rooms (1 king bed), 46 Queen rooms (2 queen beds), 3 one-bedroom suites, 9 2-bedroom suites 5 3-bedroom suites, and 1 4-bedroom suite), all fixtures, furniture, and equipment.
10. Asphalt paved private roads which extend to the hotel/restaurant improvements, to the automotive facility and throughout the campground/RV park; a gravel parking area adjacent to the museum, hotel and restaurant; concrete and asphalt paved driveways and parking areas surrounding building improvements; landscaping surrounding building improvements; dirt trails and pathway; and the 4,000 lineal foot asphalt airstrip.
11. 3,600 square foot metal fueling canopy, which contains four, multi-product dispenser pumps (totaling 16), with three above ground gasoline tanks (one for diesel fuel, one for unleaded fuel, and one for mixed fuels); capacities of tanks not reported.
12. Other tangible personal property and furniture, fixtures, and equipment. Tour vehicles, shuttle vehicles, all company and Property vehicles, inventory owner estimated a value of \$1.6 million of inventory including parts, food/beverages for the convenience store and restaurant, and gifts for all gift shops, and furniture, fixtures and equipment associated with operation of the hotel, the airstrip, the self-serve carwash, the convenience store/gas station, the grocery store, the museums, all gift shops, the laundromat, the restaurant, the theater, and the campground/RV park. Tangible personal property (FF&E) for the hotel operation incorporates; all guest rooms, lobbies, and office furnishings; laundry facilities; televisions; computer system; breakfast room and office furnishings; breakfast room furnishings; conference and meeting room furnishings and equipment; swimming pool/spa furnishings; fitness center equipment; and telephone/call accounting system.



Exhibit "B-1"

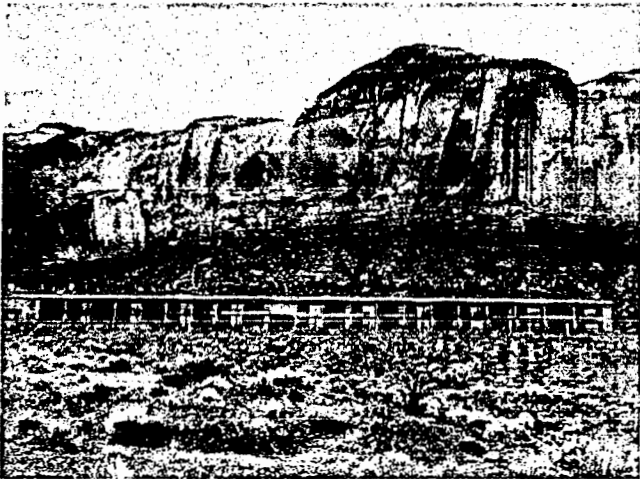
PROPERTY MAP



B-1.1



**MAIN LODGE – FRONT OF HOTEL**



**MAIN LODGE – BACK OF HOTEL**



**Summary of the  
Facilities**

Based on our research and information provided by management representatives of the subject property, the following table summarizes the facilities available at the subject property.

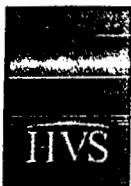
B1.2



**FIGURE 3-2 FACILITIES SUMMARY - LODGING**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	1

B-1.3



**FIGURE 3-3 FACILITIES SUMMARY – CONT.**

Food & Beverage Facilities		Seating Capacity	
Stagecoach Restaurant		136	
Gas Station Food and Beverage Outlet		None	
Grocery Store Bakery		None	
Amenities & Services			
Guest Laundry Room (RV Park)		Grocery Store	
Outdoor Barbecue Areas		Laundromat	
Retail (RV Park)		Gas Service Station	
Two Indoor Swimming Pools		Gift Shop	
Lobby Workstation		Museum	
		Airport	
Employee Housing Units/Owner Units		Units	Bedrooms
Villa Complex			
Employee Home		1	3
Employee Home		1	3
Employee Home		1	3
Canyon Apartments Area			
Employee Home		1	4
Employee Home		1	4
Employee Home		1	3
Employee Home		1	3
Employee Home		1	1
Employee Home		1	2
Total		10	29
Infrastructure			
Elevators		None	
Life-Safety Systems		Smoke Detectors	

**Site Improvements and Hotel Structure**

Once guests enter the subject property, ample parking is available, free of charge, on the surface lots near each building area. The parking areas were in good condition. Signage is located at the entrance of the subject site and appropriately placed throughout the site for each part of the property, including the gas station, grocery store, villas, and RV park and campground. The site's landscaping and sidewalks were in overall good condition upon our inspection.

B-1.4



The subject property comprises approximately 121 separate structures in total, as illustrated in the following images, ranging in height from one to two stories. The main hotel area consists of the two main lodge buildings (1 and 2), the restaurant (4), the gift shop and administrative offices (3), the pool house (11), two cabins (5 and 6), a theatre (7), a bathhouse for guests and bathroom breaks on tours (10), and two museum buildings (7 and 9). The buildings' exteriors were in good condition; there were no major problems observed or reported pertaining to the improvements' exterior finishes. The stairways are functional, appearing to be well kept upon inspection. According to management, the roofs are in good condition with no deficiencies. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### OVERVIEW MAP OF MAIN LODGE AREA



The gas station (13) features a car wash (12) and four guestrooms for tour bus drivers. The gas station also has a storage building (14). The one-bedroom villas (17) are located to the north of the grocery store (15) and laundromat (16). We note that the southern half of the villas feature kitchens that do not include cooktops, while the remaining portion provide full kitchens, including a cooktop; there are 68

B-1.5



villas in total. West of the villas are three homes; one home (19) is for property ownership, while the remaining two homes (20 and 21) are considered rentable units. We note that we were not able to inspect these homes; however, they are reportedly in good condition. The back-of-the-house laundry building (18) services the villas and the Goulding's Lodge rooms and cabins. An additional employee house (22), tour offices within a former home (23), a two-car parking garage (25), and a vehicle maintenance building (24) are located to the north of the villas.

#### **OVERVIEW MAP OF GAS STATION & VILLA AREA**



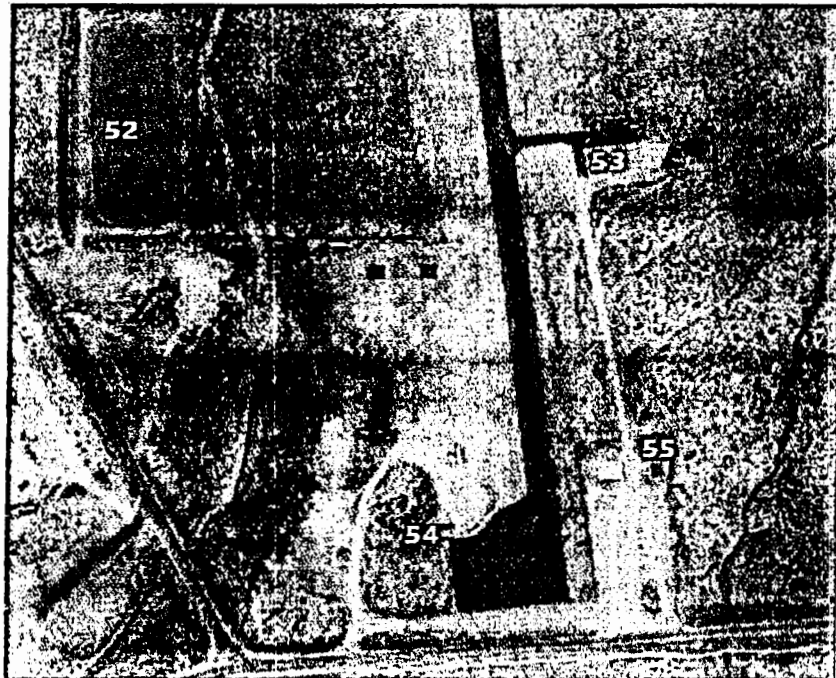
B-1.6





The private airport features a hangar (53) that includes an attached one-bedroom apartment for pilots. To the west, lies a sewage lagoon (52) that is used for the entire property. Additionally, a second bathhouse (54) is located to the southwest of the hangar to provide bathrooms for those arriving to the airport and for tour groups, as well as a large hogan (55)—a traditional dwelling of the Navajo people— that serves as a tourist attraction.

#### **OVERVIEW MAP OF AIRPORT AREA**



B-1.7

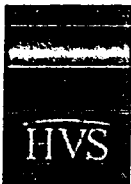


Additional buildings along Monument Valley Clinic Road/Rock Door Canyon Road going west include an abandoned church (30), maintenance buildings (27, 28, and 29), employee homes (37, 38, 39, 34, and 33), two fourplexes (36 and 41), and one duplex (40). One fourplex comprises four one-bedroom guestrooms, while the second comprises four two-bedroom guestrooms. It is important to note that the employee home (39) is occasionally included in the rental pool as a rentable unit. Furthermore, the area includes a former fire station (35), which is used for additional back-of-the-house laundry for the rentable units in the immediate area; an additional rentable home (32); and a warehouse (31) that contains additional storage and kitchen space on the first floor and houses the IT employee's office on the second floor.

#### OVERVIEW MAP OF AIRPORT AREA



B-1.8



The RV park and campground features 66 RV sites (43), 27 tent sites (44), 3 studio cabins (45, 46, and 47), a home (48), a rental home (51), and an abandoned school building with an outdoor basketball court (42). The luxury rental home (51) had been recently constructed at the time of our inspection; according to property ownership, five more days of work remained before it could be considered completed and included in the total number of rentable units. A check-in building that features a pool area and guest showers, as well as additional retail space, is located at the entrance to the site (49). A lobby workstation is also located in the check-in building. Lastly, the second building at the entrance to the site (50) provides additional showers for the public and for employees and includes a uniform and laundry room for employees.

#### OVERVIEW MAP OF RV PARK & CAMPGROUND



B-1.17



Three exclusive cookout canopies are located along the southern side of the canyons (56), near the Utah/Arizona border, although only one cookout area can be seen on GIS imaging. The buildings' exteriors were in overall good condition, aside from the abandoned school and church buildings, which were considered to be in fair condition; otherwise, there were no major problems observed or reported pertaining to the exterior finishes. We note that we were able to inspect the interior of the school building; however, we were only able to inspect the exterior of the church building. Moreover, we were not able to inspect any of the employee housing given that they were occupied at the time of our inspection. According to property ownership, these homes are in good condition. The property's stairways are functional, appearing to be well kept upon inspection. According to ownership, the roofs are in good condition with no deficiencies noted. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### **OVERVIEW MAP OF EXCLUSIVE COOKOUT AREA**

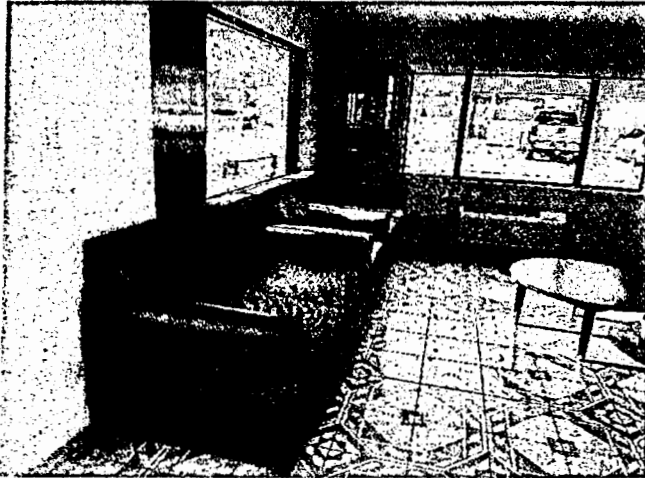


B-19



The following pictures are of the main lodge's check-in area and lobby.

**MAIN LODGE LOBBY SEATING AREA**



**FRONT DESK**

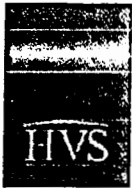


### **Lodging Options**

The property features a wide variety of lodging types including standard and suite-style lodge rooms, entire homes, villas, studio cabins, apartments, fourplexes, and a duplex. Notably, the suite-style and standard guestrooms in the two main lodge buildings offer sweeping views of Monument Valley. Moreover, half of the 68 villas feature a kitchen with no cooktop, while the remaining villas provide kitchens with a cooktop. Otherwise, all villas feature an identical configuration with two queen beds, one in the living area and one in a separate bedroom. The home configurations vary; however, all but one are one story in height, with the outlier being two stories in height. Also, there are four guestrooms adjacent to the car wash; two of these guestrooms feature an interior-corridor configuration and are the only interior-corridor guestrooms on the property. We note that the lodging options were constructed over a long period of time, with the main lodge rooms being the oldest, and the villas and one luxury home (located in the RV park) being the most recently constructed. As such, the lodging offerings range in overall condition from good to excellent.

All guestroom bathrooms are of standard sizes, featuring a shower-in-tub and single-sink vanity area. Giving the phased construction of the property, the finishes and fixtures vary, as well as the corresponding conditions of these components. The conditions range from good to excellent, similar to the guestrooms.

*B-1.11*



The exterior guestroom corridors of the main lodges are wide and functional, permitting the easy passage of housekeeping carts. The remaining lodging options require housekeeping vehicles to bring necessary supplies to the front door of the rentable unit. Moreover, two guestrooms feature an interior-corridor configuration, as noted previously. Overall, the guestroom corridors, both exterior and interior, were in good condition.

As noted previously, the RV park and campground provides 66 RV spots, 27 tent sites, 3 studio cabins, and a home, as well as a luxury rental home that was five days from being completed at the time of our inspection. All RV spots feature full hookups for cable television, water, 50-amp power, and sewer. Tent sites are flat and include picnic tables and grills. Cabins and homes include private bathrooms, kitchens or kitchenettes, and outdoor spaces. All guests who stay at the RV park and campgrounds have access to bathrooms, showers, a retail area, an additional guest laundry area, a lobby workstation, an indoor pool, and picnic areas. Wi-Fi is also available to guests.

B-1, 12



**FIGURE 3-4 SUMMARY OF ROOM TYPES**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	

The following photos provide a snapshot of the resort's lodging offerings.

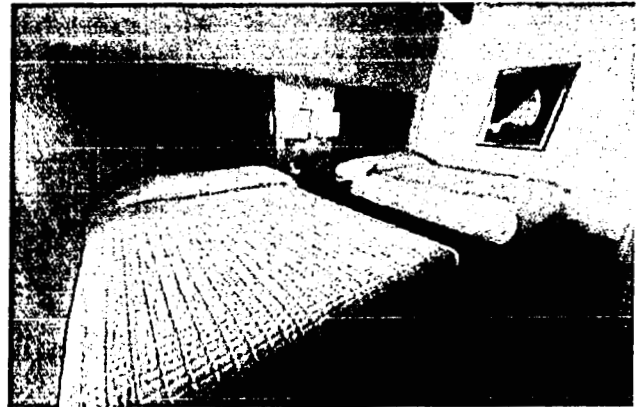
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**MAIN LODGE AREA CABIN INTERIOR**



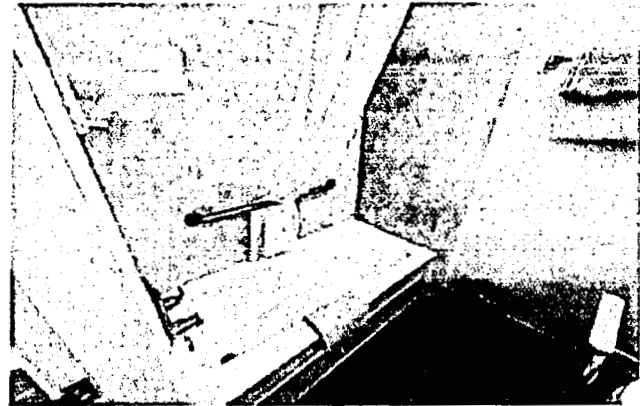
**MAIN LODGE GUESTROOM – SLEEPING**



**MAIN LODGE GUESTROOM – LIVING**

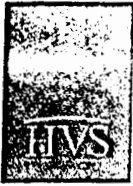


**MAIN LODGE GUESTROOM – BATH**

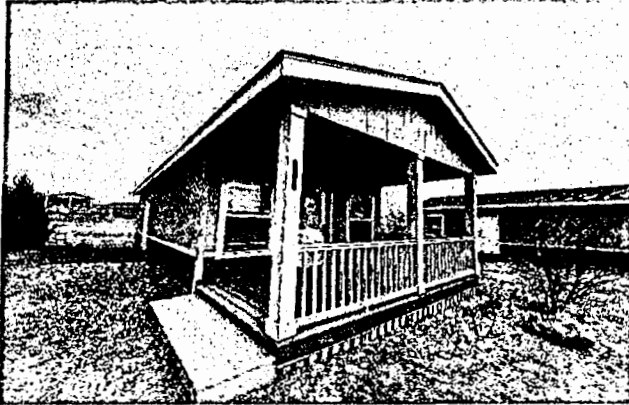


B-1.14

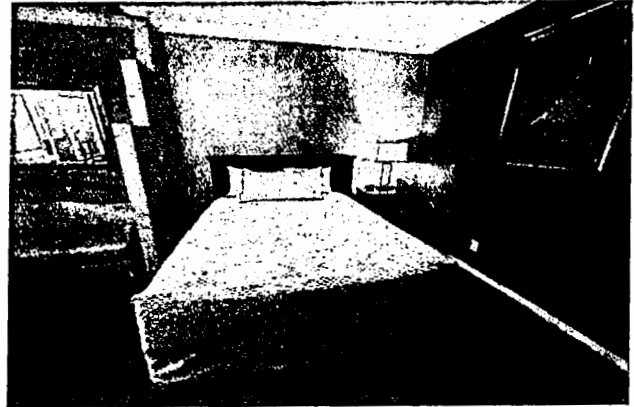




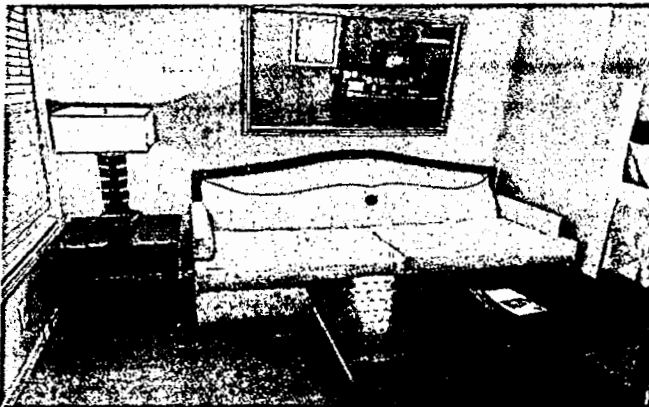
**VILLAS – TYPICAL EXTERIOR**



**VILLAS – TYPICAL SLEEPING**



**VILLAS – TYPICAL LIVING**



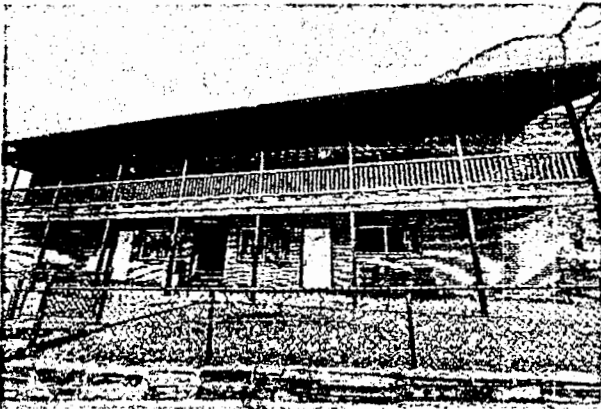
**VILLAS – TYPICAL KITCHEN AREA**



B-1.15



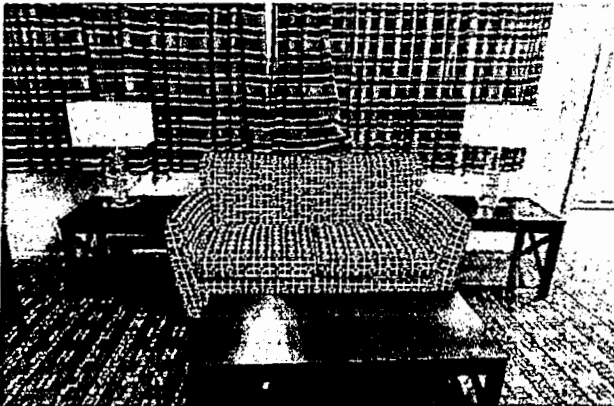
**FOURPLEX – FRONT**



**FOURPLEX – TYPICAL GUESTROOM SLEEPING**



**FOURPLEX – TYPICAL LIVING**



**FOURPLEX – TYPICAL KITCHEN**



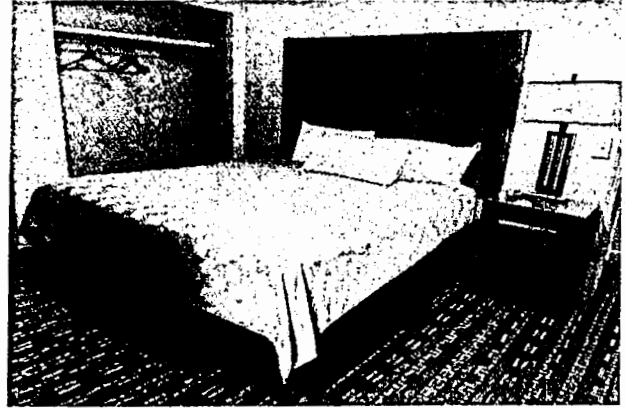
B-1.16



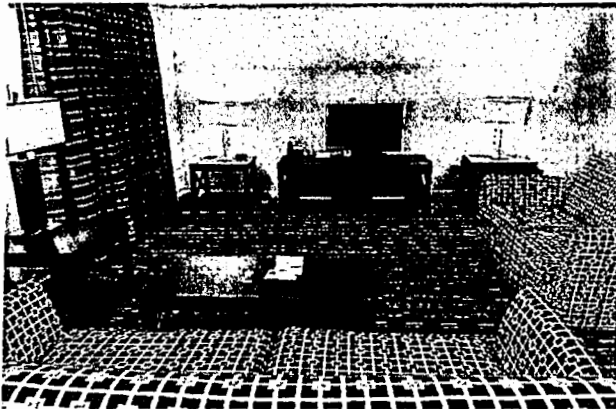
**DUPLEX – FRONT**



**DUPLEX – TYPICAL GUESTROOM**



**DUPLEX – TYPICAL LIVING**



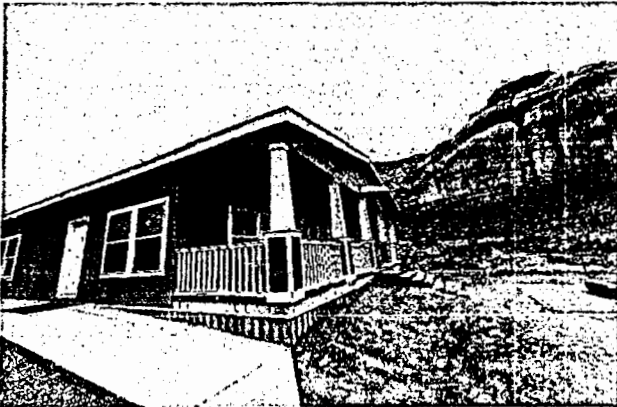
**DUPLEX – TYPICAL KITCHEN**



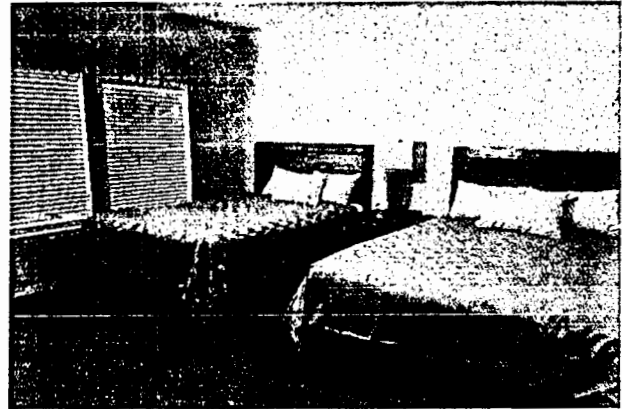
B-1.17



**LUXURY HOME NEAR WAREHOUSE**



**LUXURY HOME – TYPICAL GUESTROOM**



**LUXURY HOME – TYPICAL LIVING**



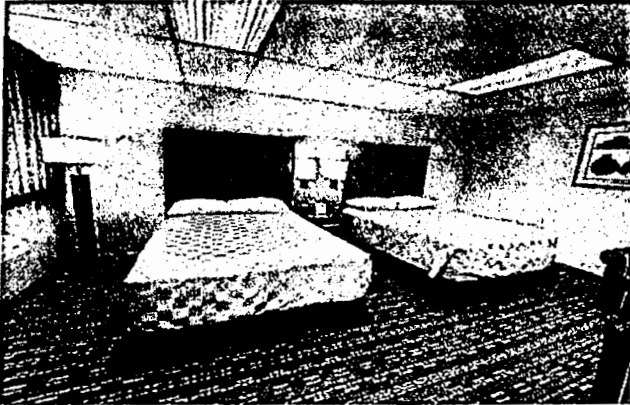
**LUXURY HOME – TYPICAL KITCHEN**



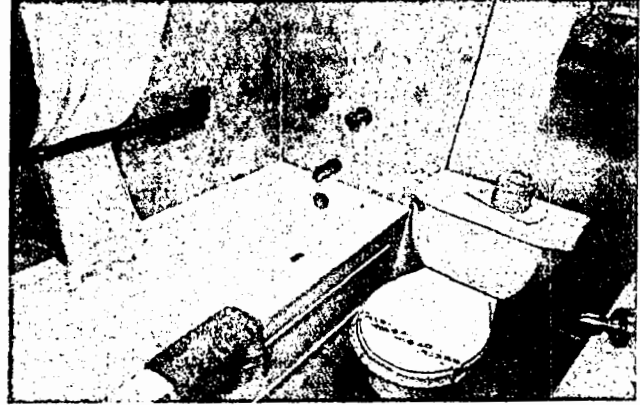
B-1.18



**AIRPORT APARTMENT – SLEEPING**



**AIRPORT APARTMENT – BATH**



**AIRPORT APARTMENT – LIVING**



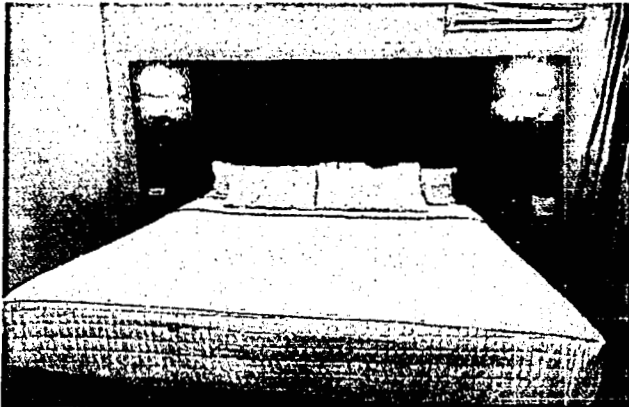
**AIRPORT APARTMENT – SINK**



*B-1.19*



**GAS STATION ROOM – TYPICAL SLEEPING**



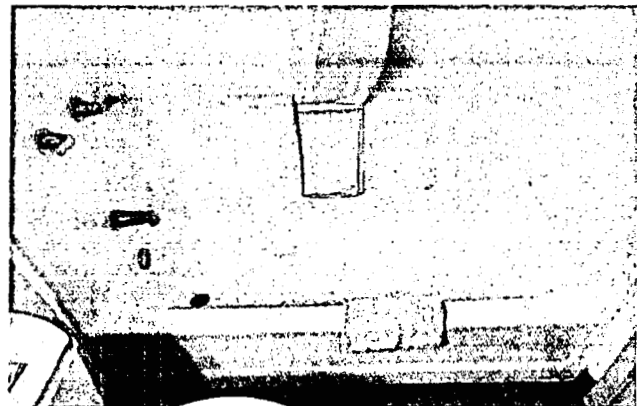
**GAS STATION ROOM – TYPICAL LIVING**



**GAS STATION ROOM – TYPICAL SINK**



**GAS STATION – TYPICAL BATH**



B-1. <sup>20</sup>~~12~~



**RV PARK & CAMPGROUND – LUXURY HOME**



**RV PARK & CAMPGROUND – CABIN**



**RV PARK & CAMPGROUND – CABIN INTERIOR**



**RV PARK & CAMPGROUND – RV SITE**



B-1.21





## Food and Beverage Facilities

The property's restaurant was one of the first improvements of the Goulding's site. The restaurant features one main kitchen area, which services the main dining room, and a second smaller kitchen for the private dining area. According to property ownership, this space is a popular option for groups, as it features sweeping views of Monument Valley. The exact square footage of the space was not available. It is important to note that the space has not been used for public events or group meetings since the onset of the COVID-19 pandemic. The property also offers a bakery in the grocery store and to-go hot food in the gas station. The size and layout of each facility are appropriate for the food and beverage (F&B) service offered by the property, and the furnishings and finishes were in good condition upon our inspection.

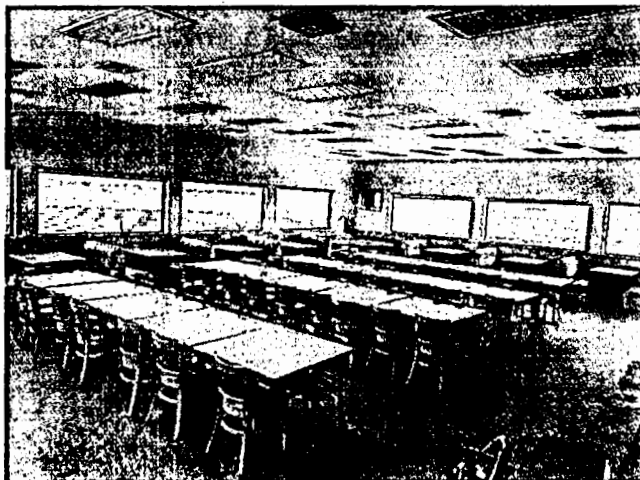
**FIGURE 3-5 SUMMARY OF FOOD AND BEVERAGE OUTLETS**

Food & Beverage Facilities	Seating Capacity
Stagecoach Restaurant	136
Gas Station Food and Beverage Outlet	None
Grocery Store Bakery	None

### RESTAURANT



### PRIVATE DINING AREA



B-1.22





### Private Dining Space

As noted previously, the property provides private dining space in the restaurant building, which features expansive views of Monument Valley. The space was in good condition upon inspection. Furthermore, outdoor spaces are available in three cookout locations along the southern border of onsite canyons, near the Utah/Arizona state border. These spaces offer an exclusive experience for guests and have reportedly been a popular amenity since the onset of the COVID-19 pandemic. These spaces were in good condition upon inspection, as well.

### Additional Facilities and Amenities

The property features two indoor pools, three outdoor barbecue areas, a theatre, and a museum (comprising two buildings). Reportedly, a fitness room was located on the first floor of the gift shop (which also includes administrative offices) but was reportedly removed in recent years because of the limited usage; as such, it was converted to additional office space. The property does not have a dedicated business center; however, a single-computer workstation is located in the main check-in area at the RV park and campground.

As noted previously, the property features a grocery store, a laundromat, a gas/service station, a gift shop, a retail area for the RV park, and a vending machine in each of the two main lodge buildings. The grocery store and laundromat are adjacent to one another and are located to the south of the villas, near the main entrance to the resort community along Monument Valley Clinic Road. The grocery store and laundromat are two separate one-story buildings. The grocery store offers a movie-rental area, a bakery, produce and meat sections, and other typical grocery items. The laundromat provides several washers and dryers, as well as detergent for purchase. It is important to note that locals/employees use these facilities frequently; thus, revenues have remained fairly stable during the pandemic.

## FIGURE 3-6 SUMMARY OF AMENITIES AND SERVICES

### Amenities & Services

Guest Laundry Room (RV Park)	Grocery Store
Outdoor Barbecue Areas	Laundromat
Retail (RV Park)	Gas Service Station
Two Indoor Swimming Pools	Gift Shop
Lobby Workstation	Museum
	Airport

### Back-of-the-House

The subject property is served by the necessary back-of-the-house space, including several in-house laundry facilities, administrative offices, and several full-service kitchens. The restaurant kitchen is located adjacent to the main dining room, while the second restaurant kitchen area is located adjacent to the meeting room/private dining area. An additional kitchen is located in the warehouse on the first floor in order to provide additional back-of-the-house support for large events or tour

B-1.23



groups, depending on what is requested by the group. A kitchen is also located in the gas service station in order to service the F&B offering, while two kitchens are located in the grocery store to serve the bakery, meat, and produce sections. The kitchen facilities are appropriate for the scopes of services provided, appearing to be in good condition; no significant or persistent problems were reported by property management.

The grocery store features the necessary loading dock needed for product delivery, and the gas service station features above-ground storage tanks for gasoline. The laundry facility located near the villas contains two large-capacity washers, two large-capacity dryers, and an industrial iron. The laundry facility located near the hospital contains five large-capacity washers, four large-capacity dryers, and an industrial iron. The laundry facility located at the RV park in the shower building contains two large-capacity washers and one large-capacity dryer for personal employee use, as well as for the washing of employee uniforms. In the check-in building located at the RV park, an additional laundry facility contains four large-capacity washers and four large-capacity dryers. The property's back-of-the-house equipment and appliances were reported to be operational at the time of inspection, appearing to be in good condition.

B-1.24



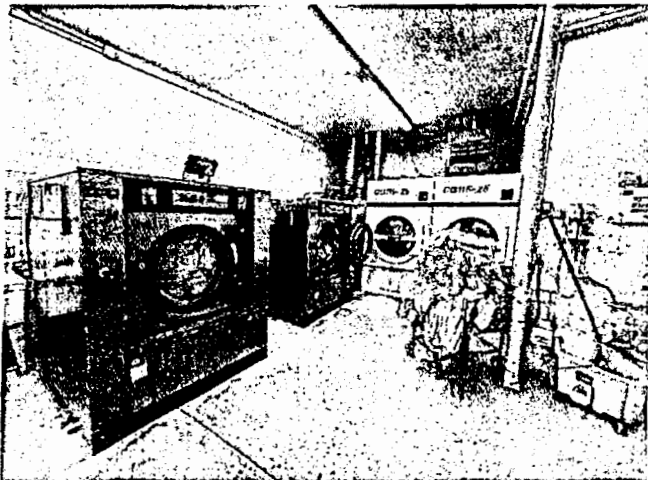
**LAUNDRY (NEAR VILLAS)**



**RESTAURANT KITCHEN/FOOD PREP AREA**



**LAUNDRY (NEAR APARTMENTS)**



**GROCERY KITCHEN/FOOD PREP AREA**



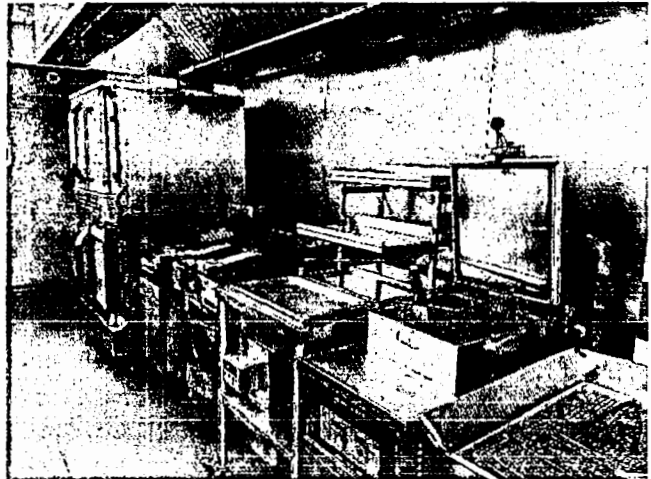
B-1.25



**LAUNDRY (EMPLOYEE PERSONAL USE)**



**GAS STATION KITCHEN/FOOD PREP AREA**



**LAUNDRY (CAMPGROUND)**



**ADA and  
Environmental**

According to information provided by management representatives, there are no environmental hazards present in the subject property's improvements, nor did we observe any. All underground gas storage tanks were reportedly removed, with no environmental issues, and the current above-ground tanks have no reported issues. The property reportedly complies with the Americans with Disabilities Act, including ADA-mandated pool lifts, which were reportedly held in storage at the

*B-1.26*



time of inspection. Reportedly, the pool lifts are able to be brought out of storage when needed.

#### Functional Obsolescence

Given the subject property's phased construction over the course of several decades, the property's layout exhibits varying degrees of functional obsolescence. This construction resulted in an inefficient layout of the restaurant, lobby, ancillary businesses and improvements, and other public areas in relation to the guestrooms and other revenue centers. Additionally, the exterior walkways for the vast majority of the guestrooms and rentable units are considered obsolete given current design standards and the costly maintenance required by the covered paths. Providing housekeeping service to the various units, which are spread out across the resort community, is particularly challenging and requires housekeeping vehicles. As mentioned previously, there is an abandoned school building north of the RV park and campground. This building is in disrepair and would require extensive renovations to be brought up to working order; however, this building is not directly considered in our analysis. It should be noted that the overall property layout also provides numerous walking and hiking paths that enhance the appeal of the property, as these paths lead to sweeping views of Monument Valley and the surrounding landscape.

#### Effective Age and Remaining Economic Life

Our opinion of effective age and remaining economic life for the building is presented as follows.

**FIGURE 3-7 EFFECTIVE AGE AND REMAINING ECONOMIC LIFE**

Typical Economic Life	45 Years
Chronological Age	1-66
Effective Age	25
Remaining Economic Life	20

Hotels are typically renewed on a regular basis. With good ongoing maintenance and regular upgrading, the remaining economic life can be periodically extended.

#### Capital Expenditures

We were not provided with detailed, comprehensive, historical capital expenditures; however, according to property ownership, updates are completed each year as needed in order to maintain the property's good condition. According to property ownership, a luxury home was constructed to the south of Monument Valley Clinic Road, across from the hospital, roughly two years ago. Moreover, as of the date of our inspection, the softgoods in the two main lodge buildings were being replaced. As noted previously, a luxury rental home was constructed in the RV park and campground area in the year-to-date 2022 period and was said to be days away from opening pending the installation of some FF&E.

*B-1.27*



Our forecast of income and expense incorporates a reserve for replacement in recognition of the future renovation needs of the property and has consider the update needs in our selected valuation parameters. Our appraisal also assumes an ongoing preventive maintenance program and appropriate management and ownership oversight. The reserve for replacement is consistent with accepted industry norms for a property of this type. Investors also recognize that additional capital may be required over the holding period; this expectation is factored into their return requirements. Our selected discount and capitalization rates are based on market requirements, implicitly considering potential additional capital investments that may be required during the holding period.

**Improvements**  
**Conclusion**

Overall, the subject property offers a unique product offering with a variety of lodging options to choose from, while simultaneously providing a tourism destination for guests. Strengths of the physical asset include its large variety of product offerings and businesses that contribute to the property's overall appeal as a tourism destination. A significant weakness noted was the property's inefficient layout and phased construction over many years, which has resulted in functional obsolescence.

*B-1.28*

**EXHIBIT "C"**

**Goulding's Monument Valley  
Trading Post and Lodge  
Monument Valley  
San Juan County, Utah**

**Listing of ALL Leases, Licenses, rights-of-way, servitudes, and Other Rights of Occupancy or  
Use for Any Portion of the Real Property:**

- 1) One (1) lease of 9.92 acres, more or less, of Navajo Indian Reservation with right-of-way (Business Site Lease 1);
- 2) One (1) lease of 24.56 acres, more or less, of Navajo Indian Reservation (Business Site Lease 2),
- 3) One water rights lease, which is an annual basis lease at a rate of \$0.27 per 1,000 gallons of water, or approximately \$2,000 per year as reported by ownership.
- 4) List all other leases, permits, licenses, servitudes, or other rights of occupancy that will be transferred from Seller to Buyer here. Additional items must be listed by Seller here within 10 business days of execution of this Agreement.

EXHIBIT "D"

**Goulding's Monument Valley  
Trading Post and Lodge  
Monument Valley  
San Juan County, Utah**

LISTING OF ASSETS NOT SOLD with the PROPERTY:

- 1) Seller shall provide a listing of the aforementioned requested disclosure document within ten (10) business days of execution of this Agreement.
- 2)
- 3)
- 4)
- 5)



EXHIBIT "E"

**Goulding's Monument Valley  
Trading Post and Lodge  
Monument Valley  
San Juan County, Utah**

SELLER'S Interests in All Contracts, Intellectual Property licenses, or agreements. Conferring the Use or Operation of the Property or Intellectual Property interests.

The following are the contracts required for disclosure by this Exhibit to the Real Estate and Asset Purchase Agreement:

- 1) Seller shall list all Contracts or Agreements to service the Property which will be transferred from Seller to Buyer here within 10 business days of execution of this Agreement.

EXHIBIT "F"

When recorded, mail to:  
W. Mike Halona, Division Director  
Division of Natural Resources  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE**

**GENERAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah corporation, (hereinafter called GRANTOR) for good and valuable consideration to GRANTOR in hand paid and delivered by the Navajo Nation, a Sovereign Indian Nation, (hereinafter called GRANTEE), the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell, and convey unto GRANTEE, its successors and assigns, all of the following Goulding's Monument Valley Trading Post and Lodge real property and improvements which are situated in Monument Valley, County of San Juan, State of Utah.

**TO WIT:**

See Exhibit "A" which is attached hereto and incorporated herein by this reference. Together with all buildings, structures, pipelines, permanent water wells (if any), installed tanks, water systems, interior fences and GRANTOR'S interest in boundary fences, stationary equipment, and other improvements of every nature and description located upon or in anywise appertaining to the lands to be conveyed in fee hereunder.

**TO HAVE AND TO HOLD** all and singular the said lands and premises, together with the improvements, aforesaid, and the rights and appurtenances thereunto in anywise belonging, unto the GRANTEE, its successors and assigns, forever; subject to prior conveyances and reservations of the minerals in, on, and under the described lands as shown of record, patent reservation, easements, and rights-of-way of record, and other stated encumbrances, including those dedicated to the county and city for zoning or dedication of subdivision plats and restrictions thereof.

GRANTOR does hereby covenant and agree to and with GRANTEE, its successors and assigns, to warrant and defend the title to the above-described real property, unto GRANTEE, its successor and assigns, against all persons lawfully claiming or attempting to claim the same or any part thereof.

Without in anywise limiting or impairing by the following enumeration of the scope and intent of the general description contained in this deed, or the scope and intent of the hereinabove conveyance of the improvements on, or appurtenances to, any of the above described real property GRANTOR, for the consideration above set forth, hereby remises, releases, and quit claims unto GRANTEE, its successors and assigns, forever, all of GRANTOR'S right, title, and interest in and to all water, water wells, water rights, and water appropriations (if any), located upon or appurtenant to the above described real property or any part thereof.

**TO HAVE AND TO HOLD** said water, water wells, water rights, and water appropriations, together with all of the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR:

RGJ CORPORATION  
EXECUTIVE, INC.

By \_\_\_\_\_  
Wayland LaFont,  
Managing Member and Authorized Agent

**CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

\_\_\_\_\_  
*Notary Public*

*My Commission Expires:*  
\_\_\_\_\_

EXHIBIT "G"

GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE

ASSIGNMENT OF \_\_\_\_\_ LEASE or CONTRACT

**AGREEMENT** dated this \_\_\_\_\_ day of, \_\_\_\_\_, 2023 by and between Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, LLC, a Utah limited liability company ("Assignor"), and THE NAVAJO NATION, a Sovereign Indian Nation ("Assignee").

**WHEREAS**, Assignor is a party to certain leases/contracts relating to the Goulding's Monument Valley Lodge, Executive RV, Inc., as well as Goulding's Monument Valley Enterprises Property located in Monument Valley, San Juan County, Utah (hereafter referred to as "Lease"), the leases/contracts are more particularly described on Exhibit "G-1" annexed hereto;

**WHEREAS**, Assignor is desirous of assigning to Assignee, and Assignee is desirous of accepting from Assignor, the lease/contract and all of Assignor's right, title, and interest therein on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby assign unto Assignee all of its right, title, and interest as Lessee [or Lessor] under the Lease, together with all of its rights, title and interest in and to all improvements free and clear of any encumbrance, if any, presently located on the Property, effective as of the date hereof.

**TO HAVE AND TO HOLD** the same unto Assignee, its successors and assigns, from and after the date hereof, and any and all renewal or extension periods. Assignor represents and covenants to Assignee that (a) there have been no amendments, modifications or supplements to the Lease/Contract; (b) the Lease/Contract is in full force and effect; (c) to the best of its knowledge, Assignor has performed all of its obligations under the Leases/Contracts and is not in default thereunder; (d) all parties have complied with and performed all of their obligations under the Lease/Contract and there are no defaults thereunder; (e) the leases have not been pledged, mortgaged, or otherwise encumbered by Assignor or predecessor in interest; (f) there are no subleases, licenses, occupancy, or other written or oral agreements of any kind affecting the lease; (g) Assignor has the requisite corporate authority and authorization to assign and transfer the Lease and its rights thereunder to Assignee; (h) no approval or authorization of any governmental body or any other entity or person is required in order to assign the Lease/Contract to Assignee as provided herein; (i) any mortgages, liens, encumbrances of any nature shall be released on or before the closing date; and (j) there are no other lease/contract, licenses, or other agreements relating to The Goulding's Monument Valley Trading Post and Lodge, as well as Goulding's Monument Valley Enterprises Property other than as set forth on Exhibit "G-1" attached hereto and incorporated herein by this reference. The foregoing representations and covenants of Assignor shall survive the execution and delivery of this Agreement:

1. Assignee hereby assumes and agrees to observe and properly to perform and be bound by, all of the terms, conditions, and covenants of the Leases on the part of the Lessee [or Lessor] to be observed and performed from and after the date hereof. Assignee represents that it has the authority to accept assignment of the lease and to assume the Assignor's obligations thereunder.

2. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all claims, liabilities, obligations, losses, costs, and expenses of any nature whatsoever, including, without limitation, attorney fees, arising out of any default on the part of Assignor under the Lease prior to the date hereof and/or any breach of any representation or covenant made by Assignor pursuant to this Paragraph hereof.

3. The rights granted to Assignor and to Assignee, respectively, under this Agreement shall inure solely to the benefit of Assignor and Assignee and the respective successors and assigns of Assignor and Assignee, it being understood and agreed that the provisions hereof shall not be for the benefit of, not enforceable by, any third parties, and the covenants, conditions and obligations provided of flowing under this Agreement with respect to Assignor and Assignee, respectively, shall devolve and be binding upon the respective successors and Assignor or Assignor and Assignee.

**IN WITNESS HEREOF**, the parties have executed this Agreement on the date set forth above.

Assignor:

RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By \_\_\_\_\_  
Wayland LaFont,  
Managing Member and Authorized Agent

Assignee:

**THE NAVAJO NATION OF INDIANS**

BY: \_\_\_\_\_  
Buu Nygren, President

#### **CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** my hand and official seal.

*My Commission Expires:*

\_\_\_\_\_  
Notary Public

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

**BILL of SALE**

STATE OF UTAH                     )  
  ) ss.  
COUNTY OF SAN JUAN         )

**KNOW ALL MEN BY THESE PRESENTS:** That Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah Corporation, and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company ("Seller") for and in consideration of the purchase price paid by THE NAVAJO NATION, a Sovereign Indian Nation, ("Buyer"), pursuant to that certain Real Estate and Asset Purchase Agreement dated as of \_\_\_\_\_ 2023, ("Agreement") between Seller and Buyer, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, granted, conveyed, transferred, assigned and delivered and by these presents does hereby sell, grant, convey, transfer assign and deliver unto Buyer, its successors and assigns, all of Seller's right, title, and interest in and to all improvements, including property attached and affixed to the real properties and lease properties (more specifically defined in the inventory attached hereto as Attachment "H-1" to this Bill of Sale by this reference), that is owned by Seller and is appurtenant to or used in connection with The Goulding's Monument Valley Trading Post and Lodge, as well as Goulding's Monument Valley Enterprises Property, Monument Valley, San Juan County, State of Utah (all of such items or property being collectively referred to as the "Improvement Property").

**TO HAVE AND TO HOLD** each and all of the improvement property by these presents bargained, sold, and confirmed unto Buyer, its successors and assigns, forever, and Seller covenants and agrees with Buyer, its successors and assigns, to warrant and defend the title to the improvement property unto Buyer, its successors and assigns, against all and every person or persons whomever.

Seller represents and warrants that Seller has good title to all of the improvement property free of any charge, lien, bill of sale, leasing agreement, credit sale agreement, or any other encumbrance. Seller agrees to hold Buyer harmless from and against any and all claims, liabilities, and expenses asserted against, or suffered or incurred by Buyer, its successors and assigns, including but not limited to, attorney's fees and any sales tax which may now or hereafter be imposed upon Buyer for the improvement property conveyed to Buyer under this Bill of Sale.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer and without further consideration, Seller will do, execute, acknowledge and deliver, all and every such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably requested by Buyer in order to assign, transfer, set over, convey, assure and confirm unto, and vest in, Buyer its successors and assigns, or to aid and assist Buyer in collecting or reducing to possession any and all of the improvement property.

Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation other than Buyer, its successors and assigns, any remedy or condition hereof,

and all the terms, covenants, conditions, promises, and agreements contained in this Bill of Sale shall be for the sole and exclusive use and benefit of Buyer, its successors, and assigns.

This Bill of Sale is executed by Seller and shall be binding upon Seller and Buyer, their respective successors and assigns, for the uses and purposes above set forth and referred to as of the date hereof.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed, under seal, the date first above written.

Seller:

RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By \_\_\_\_\_  
Wayland LaFont,  
Managing Member and Authorized Agent

Buyer:

**THE NAVAJO NATION OF INDIANS**

BY: \_\_\_\_\_  
Buu Nygren, President

**CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

\_\_\_\_\_  
*Notary Public*

*My Commission Expires:*

\_\_\_\_\_

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

**WATER RIGHTS  
ASSIGNMENT AND BILL OF SALE**

For valuable consideration received, Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah corporation, and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company, does hereby assign and transfer to THE NAVAJO NATION, a Sovereign Indian Nation, all of its right, title, and interest in all water rights which are appurtenant to the real properties and lease properties described on Exhibit "A", attached hereto and incorporated herein by this reference, including the Deeded Properties, known as The Goulding's Monument Valley Trading Post and Lodge, as well as Goulding's Monument Valley Enterprises Property located in Monument Valley, County of San Juan, State of Utah. A description of said rights is attached hereto as Exhibit "I-I".

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Assignor:

RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By \_\_\_\_\_  
Wayland LaFont,  
Managing Member and Authorized Agent

Assignee:

**THE NAVAJO NATION OF INDIANS**

BY: \_\_\_\_\_  
Buu Nygren, President

**CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the



authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

---

*Notary Public*

*My Commission Expires:*

---

**EXHIBIT "J"**

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

**ENVIRONMENTAL REPORTS AND CONDITIONS LISTING REQUIRED BY SECTION 4.15  
(B)(E)(F)(H)(J)**

Exhibit "J"

## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

CR 421  
MONUMENT VALLEY, UT 84536

#### COORDINATES

Latitude (North):	37.0053840 - 37° 0' 19.38"
Longitude (West):	110.2071950 - 110° 12' 25.90"
Universal Tranverse Mercator:	Zone 12
UTM X (Meters):	570538.1
UTM Y (Meters):	4095560.2
Elevation:	5301 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	14655610 GOULDING, UT
Version Date:	2020
South Map:	11852142 MYSTERY VALLEY, AZ
Version Date:	2018

### AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140619, 20140620, 20150618
Source:	USDA

# MAPPED SITES SUMMARY

Target Property Address:

CR 421

MONUMENT VALLEY, UT 84536

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.)
					DIRECTION
Reg	NAVAJO NATION RESERV		INDIAN RESERV	Same	1 ft.
A1	GOULDING'S GAS STATI	1000 MAIN STREET	FINDS	Lower	1 ft.
2	MONUMENT VALLEY ADVE	P.O.BOX 4	INDIAN UST	Lower	1 ft.
A3	GOULDING TRADING POS	1000 MAIN STREET	FINDS	Lower	1 ft.
A4	GOULDINGS STATION ST	1000 MAIN STREET	FINDS	Lower	1 ft.
A5	GOULDINGS LODGE AND	1000 MAIN STREET	ICIS, FINDS, ECHO	Lower	1 ft.
6	GOULDING TRADING POS	P.O. BOX 360001 1000	INDIAN LUST, INDIAN UST	Lower	1 ft.

1.2

## EXECUTIVE SUMMARY

### TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

### DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

### STANDARD ENVIRONMENTAL RECORDS

#### *Lists of Federal NPL (Superfund) sites*

NPL..... National Priority List  
Proposed NPL..... Proposed National Priority List Sites  
NPL LIENS..... Federal Superfund Liens

#### *Lists of Federal Delisted NPL sites*

Delisted NPL..... National Priority List Deletions

#### *Lists of Federal sites subject to CERCLA removals and CERCLA orders*

FEDERAL FACILITY..... Federal Facility Site Information listing  
SEMS..... Superfund Enterprise Management System

#### *Lists of Federal CERCLA sites with NFRAP*

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

#### *Lists of Federal RCRA facilities undergoing Corrective Action*

CORRACTS..... Corrective Action Report

#### *Lists of Federal RCRA TSD facilities*

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

#### *Lists of Federal RCRA generators*

RCRA-LQG..... RCRA - Large Quantity Generators  
RCRA-SQG..... RCRA - Small Quantity Generators  
RCRA-VSQG..... RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

#### *Federal institutional controls / engineering controls registries*

LUCIS..... Land Use Control Information System

## EXECUTIVE SUMMARY

US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROLS..... Institutional Controls Sites List

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

### ***Lists of state- and tribal hazardous waste facilities***

UT SHWS..... This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.  
AZ SHWS..... ZipAcids List

### ***Lists of state and tribal landfills and solid waste disposal facilities***

UT SWF/LF..... List of Landfills  
AZ SWF/LF..... Directory of Solid Waste Facilities

### ***Lists of state and tribal leaking storage tanks***

UT LUST..... Sites with Leaking Underground Storage Tanks  
UT LAST..... Leaking Aboveground Storage Tank Sites  
AZ LUST..... Leaking Underground Storage Tank Listing

### ***Lists of state and tribal registered storage tanks***

FEMA UST..... Underground Storage Tank Listing  
UT UST..... List of Sites with Underground Storage Tanks  
AZ UST..... Underground Storage Tank Listing  
UT AST..... Listing of Aboveground Storage Tanks  
AZ AST..... List of Aboveground Storage Tanks

### ***State and tribal institutional control / engineering control registries***

UT INST CONTROL..... Sites with Institutional Controls

### ***Lists of state and tribal voluntary cleanup sites***

UT VCP..... Voluntary Cleanup Sites List  
INDIAN VCP..... Voluntary Cleanup Priority Listing  
AZ VCP..... Voluntary Remediation Program Sites

### ***Lists of state and tribal brownfield sites***

UT BROWNFIELDS..... Brownfields Assessment Sites Listing  
AZ BROWNFIELDS..... Brownfields Tracking System

## **ADDITIONAL ENVIRONMENTAL RECORDS**

### ***Local Brownfield lists***

US BROWNFIELDS..... A Listing of Brownfields Sites

### ***Local Lists of Landfill / Solid Waste Disposal Sites***

INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

## EXECUTIVE SUMMARY

ODI..... Open Dump Inventory  
 DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
 IHS OPEN DUMPS..... Open Dumps on Indian Land

### **Local Lists of Hazardous waste / Contaminated Sites**

US HIST CDL..... Delisted National Clandestine Laboratory Register  
 UT CDL..... Methamphetamine Contaminated Properties Listing  
 AZ CDL..... Clandestine Drug Labs  
 US CDL..... National Clandestine Laboratory Register  
 UT PFAS..... PFAS Site Information Listing  
 AZ PFAS..... PFAS Contamination Site Listing

### **Local Land Records**

LIENS 2..... CERCLA Lien Information

### **Records of Emergency Release Reports**

HMIRS..... Hazardous Materials Information Reporting System  
 UT SPILLS..... Spills Data  
 AZ SPILLS..... Hazardous Material Logbook  
 UT SPILLS 90..... SPILLS 90 data from FirstSearch  
 AZ SPILLS 90..... SPILLS 90 data from FirstSearch

### **Other Ascertainable Records**

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated  
 FUDS..... Formerly Used Defense Sites  
 DOD..... Department of Defense Sites  
 SCRDRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing  
 US FIN ASSUR..... Financial Assurance Information  
 EPA WATCH LIST..... EPA WATCH LIST  
 2020 COR ACTION..... 2020 Corrective Action Program List  
 TSCA..... Toxic Substances Control Act  
 TRIS..... Toxic Chemical Release Inventory System  
 SSTS..... Section 7 Tracking Systems  
 ROD..... Records Of Decision  
 RMP..... Risk Management Plans  
 RAATS..... RCRA Administrative Action Tracking System  
 PRP..... Potentially Responsible Parties  
 PADS..... PCB Activity Database System  
 FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
 MLTS..... Material Licensing Tracking System  
 COAL ASH DOE..... Steam-Electric Plant Operation Data  
 COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List  
 PCB TRANSFORMER..... PCB Transformer Registration Database  
 RADINFO..... Radiation Information Database  
 HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing  
 DOT OPS..... Incident and Accident Data  
 CONSENT..... Superfund (CERCLA) Consent Decrees  
 FUSRAP..... Formerly Utilized Sites Remedial Action Program  
 UMTRA..... Uranium Mill Tailings Sites  
 LEAD SMELTERS..... Lead Smelter Sites

## EXECUTIVE SUMMARY

US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
ABANDONED MINES.....	Abandoned Mines
UXO.....	Unexploded Ordnance Sites
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
UT EML.....	Division of Air Quality
AZ AIRS.....	Arizona Airs Database
UT DRYCLEANERS.....	Registered Drycleaners
AZ DRYCLEANERS.....	Drycleaner Facility Listing
UT EWA.....	Enforceable Written Assurances
UT Financial Assurance.....	Financial Assurance Information Listing
AZ Financial Assurance.....	Financial Assurance Information Listing
UT FUDS.....	Formerly Used Defense Sites
AZ MANIFEST.....	Facility and Manifest Data
UT MMRP.....	Military Munitions Response Program
UT NPDES.....	Permitted Facilities Listing
AZ SPDES.....	NPDES
UT TIER 2.....	Tier 2 Facility Listing
UT UIC.....	UIC Site Location Listing
AZ UIC.....	Underground Injection Control Wells
UT UOPF.....	Used Oil Permitted Facilities
MINES MRDS.....	Mineral Resources Data System

### EDR HIGH RISK HISTORICAL RECORDS

#### ***CDR Exclusive Records***

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner.....	EDR Exclusive Historical Cleaners

### EDR RECOVERED GOVERNMENT ARCHIVES

#### ***Exclusive Recovered Govt. Archives***

UT RGA LF.....	Recovered Government Archive Solid Waste Facilities List
AZ RGA LF.....	Recovered Government Archive Solid Waste Facilities List
UT RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank
AZ RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.



## EXECUTIVE SUMMARY

### STANDARD ENVIRONMENTAL RECORDS

#### ***Lists of state and tribal leaking storage tanks***

INDIAN LUST: A listing of leaking underground storage tank locations on Indian Land.

A review of the INDIAN LUST list, as provided by EDR, has revealed that there is 1 INDIAN LUST site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>GOULDING TRADING POS</b> Database: INDIAN LUST R9, Date of Government Version: 04/08/2022 Facility ID: NAV228 LUST Status: Closed	<b>P.O. BOX 360001 1000</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>6</b>	<b>11</b>

#### ***Lists of state and tribal registered storage tanks***

INDIAN UST: A listing of underground storage tank locations on Indian Land.

A review of the INDIAN UST list, as provided by EDR, has revealed that there are 2 INDIAN UST sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>MONUMENT VALLEY ADVE</b> Database: INDIAN UST R9, Date of Government Version: 04/08/2022 Alternate Facility ID: NAV223 Tank Status: Permanently Out of Use	<b>P.O. BOX 4</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>2</b>	<b>8</b>
<b>GOULDING TRADING POS</b> Database: INDIAN UST R9, Date of Government Version: 04/08/2022 Alternate Facility ID: NAV228 Tank Status: Permanently Out of Use	<b>P.O. BOX 360001 1000</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>6</b>	<b>11</b>

### ADDITIONAL ENVIRONMENTAL RECORDS

#### ***Other Ascertainable Records***

ICIS: The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

A review of the ICIS list, as provided by EDR, and dated 11/18/2016 has revealed that there is 1 ICIS site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>GOULDINGS LODGE AND</b> FRS ID: 110010134363	<b>1000 MAIN STREET</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>A5</b>	<b>10</b>

2.7

## EXECUTIVE SUMMARY

**INDIAN RESERV:** This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

A review of the INDIAN RESERV list, as provided by EDR, and dated 12/31/2014 has revealed that there is 1 INDIAN RESERV site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NAVAJO NATION RESERV		0 - 1/8 (0.000 mi.)	0	8

**FINDS:** The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

A review of the FINDS list, as provided by EDR, and dated 05/13/2022 has revealed that there are 4 FINDS sites within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GOULDING'S GAS STATI Registry ID:: 110063014223	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A1	8
GOULDING TRADING POS Registry ID:: 110032604402	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A3	9
GOULDINGS STATION ST Registry ID:: 110044236154	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A4	9
<b>GOULDINGS LODGE AND</b> Registry ID:: 110010134363	<b>1000 MAIN STREET</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>A5</b>	<b>10</b>

**ECHO:** ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

A review of the ECHO list, as provided by EDR, and dated 04/02/2022 has revealed that there is 1 ECHO site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>GOULDINGS LODGE AND</b> Registry ID: 110010134363	<b>1000 MAIN STREET</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>A5</b>	<b>10</b>

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 1 records.

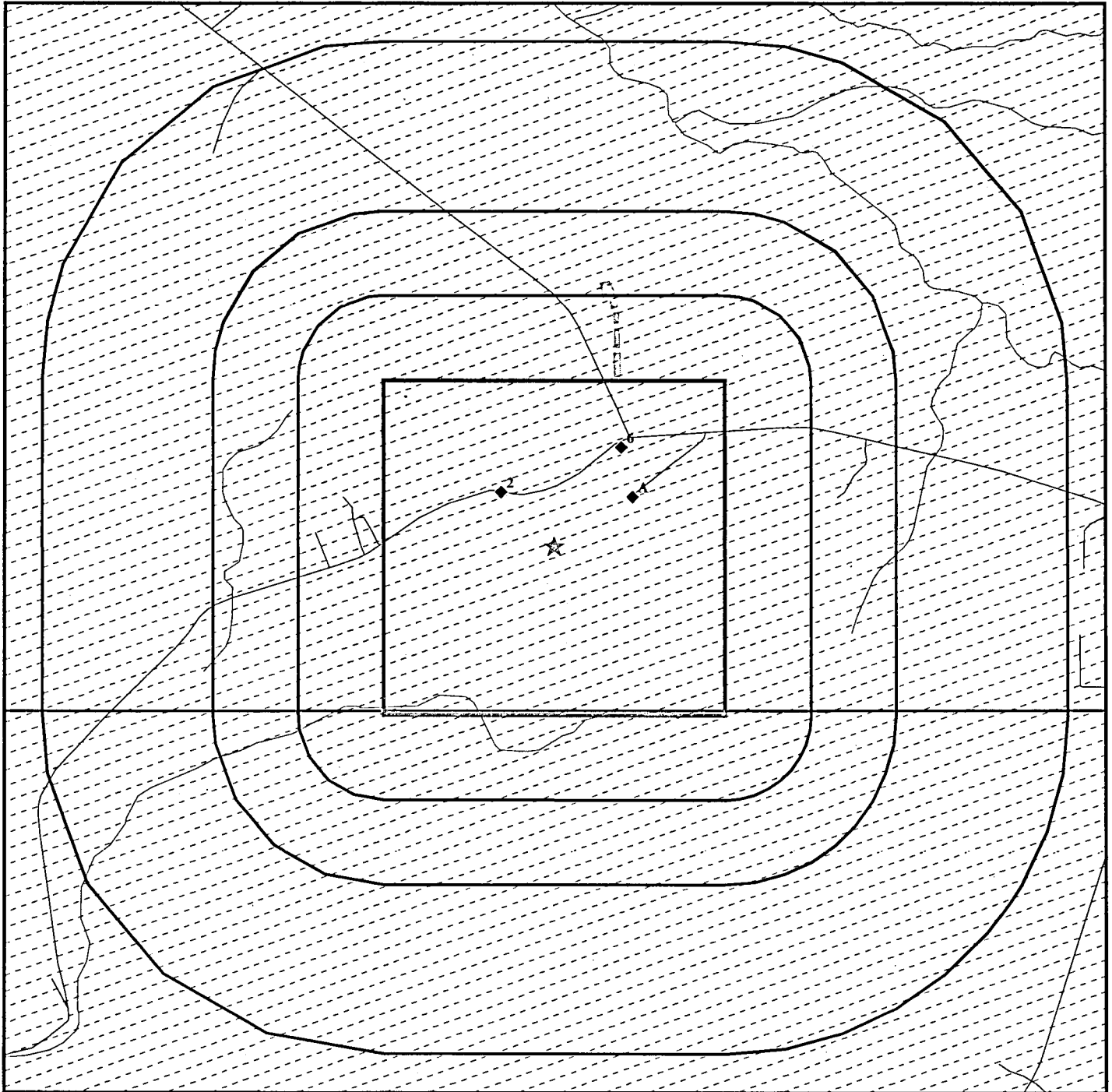
Site Name

MONUMENT VALLEY AGGREGATED URANIUM


Database(s)


SEMS

# OVERVIEW MAP - 7131874.2S




 Target Property

 Sites at elevations higher than or equal to the target property

 Sites at elevations lower than the target property


 Manufactured Gas Plants

 National Priority List Sites

 Dept. Defense Sites

 Indian Reservations BIA

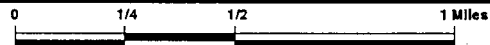
 County Boundary

 Special Flood Hazard Area (1%)

 0.2% Annual Chance Flood Hazard

 National Wetland Inventory

 State Wetlands

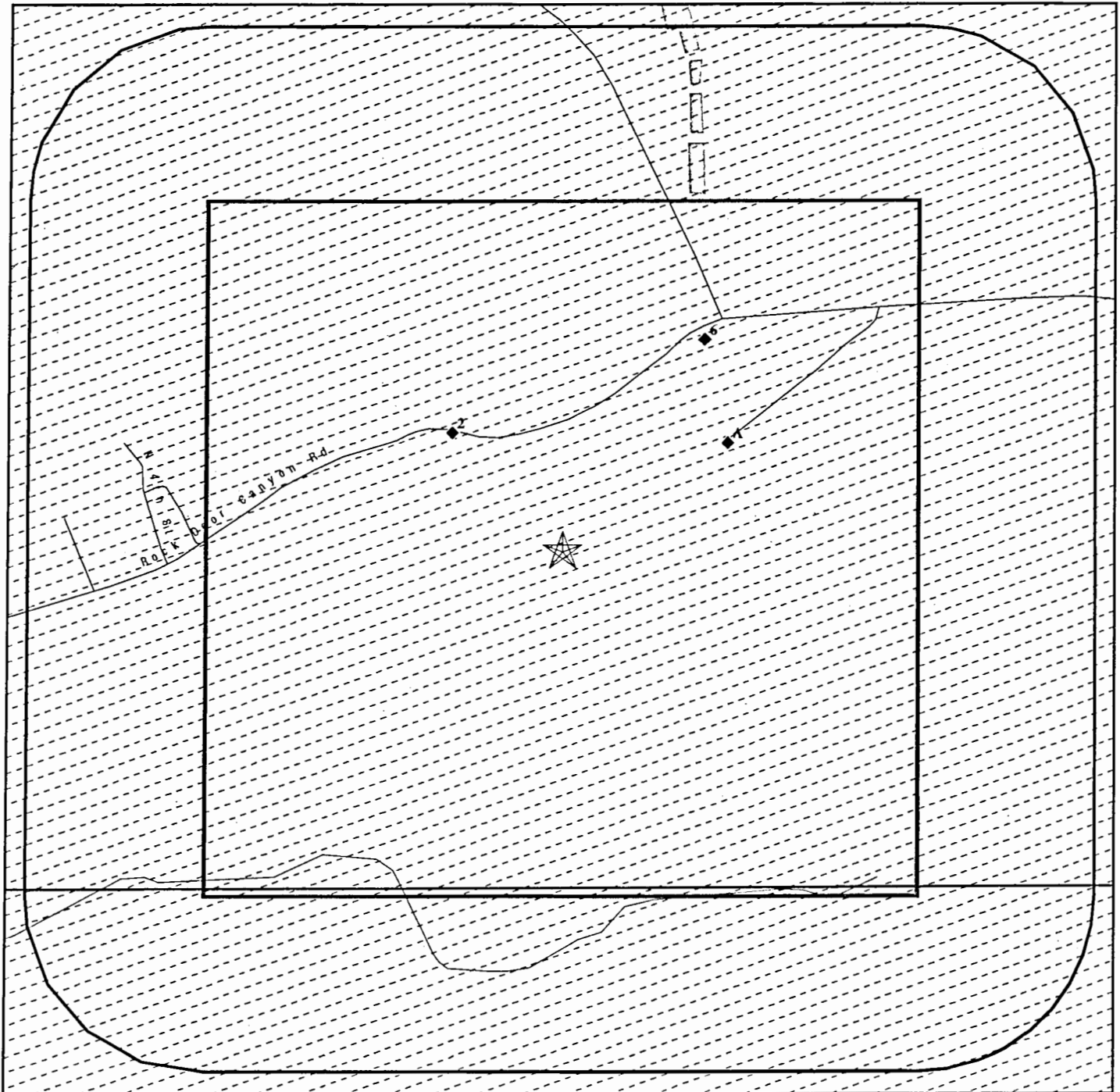


This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley UT 84536  
LAT/LONG: 37.005384 / 110.207195

CLIENT: Tiis Ya Toh, Inc.  
CONTACT: Tami Knight  
INQUIRY #: 7131874.2s  
DATE: September 28, 2022 12:11 pm

# DETAIL MAP - 7131874.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- County Boundary
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Gouldings Subdivision  
 ADDRESS: CR 421  
 Monument Valley UT 84536  
 LAT/LONG: 37.005384 / 110.207195

CLIENT: Tiis Ya Toh, Inc.  
 CONTACT: Tami Knight  
 INQUIRY #: 7131874.2s  
 DATE: September 28, 2022 12:12 pm

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b><u>STANDARD ENVIRONMENTAL RECORDS</u></b>								
<b><i>Lists of Federal NPL (Superfund) sites</i></b>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal Delisted NPL sites</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i></b>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal CERCLA sites with NFRAP</i></b>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA facilities undergoing Corrective Action</i></b>								
CORRACTS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal RCRA TSD facilities</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA generators</i></b>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<b><i>Federal ERNS list</i></b>								
ERNS	0.001		0	NR	NR	NR	NR	0
<b><i>Lists of state- and tribal hazardous waste facilities</i></b>								
UT SHWS	N/A		N/A	N/A	N/A	N/A	N/A	N/A
AZ SHWS	1.000		0	0	0	0	NR	0
<b><i>Lists of state and tribal landfills and solid waste disposal facilities</i></b>								
UT SWF/LF	0.500		0	0	0	NR	NR	0
AZ SWF/LF	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal leaking storage tanks</i></b>								
UT LUST	0.500		0	0	0	NR	NR	0

2.12

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UT LAST	0.500		0	0	0	NR	NR	0
AZ LUST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		1	0	0	NR	NR	1
<b><i>Lists of state and tribal registered storage tanks</i></b>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UT UST	0.250		0	0	NR	NR	NR	0
AZ UST	0.250		0	0	NR	NR	NR	0
UT AST	0.250		0	0	NR	NR	NR	0
AZ AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		2	0	NR	NR	NR	2
<b><i>State and tribal institutional control / engineering control registries</i></b>								
UT INST CONTROL	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal voluntary cleanup sites</i></b>								
UT VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
AZ VCP	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal brownfield sites</i></b>								
UT BROWNFIELDS	0.500		0	0	0	NR	NR	0
AZ BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b><i>Local Brownfield lists</i></b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Landfill / Solid Waste Disposal Sites</i></b>								
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Hazardous waste / Contaminated Sites</i></b>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
UT CDL	0.001		0	NR	NR	NR	NR	0
AZ CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
UT PFAS	0.500		0	0	0	NR	NR	0
AZ PFAS	0.500		0	0	0	NR	NR	0
<b><i>Local Land Records</i></b>								
LIENS 2	0.001		0	NR	NR	NR	NR	0
<b><i>Records of Emergency Release Reports</i></b>								
HMIRS	0.001		0	NR	NR	NR	NR	0

J.13

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UT SPILLS	0.001		0	NR	NR	NR	NR	0
AZ SPILLS	0.001		0	NR	NR	NR	NR	0
UT SPILLS 90	0.001		0	NR	NR	NR	NR	0
AZ SPILLS 90	0.001		0	NR	NR	NR	NR	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		1	NR	NR	NR	NR	1
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		1	0	0	0	NR	1
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		4	NR	NR	NR	NR	4
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001		1	NR	NR	NR	NR	1
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
UT EMI	0.001		0	NR	NR	NR	NR	0
AZ AIRS	0.001		0	NR	NR	NR	NR	0
UT DRYCLEANERS	0.250		0	0	NR	NR	NR	0
AZ DRYCLEANERS	0.250		0	0	NR	NR	NR	0
UT EWA	0.001		0	NR	NR	NR	NR	0
UT Financial Assurance	0.001		0	NR	NR	NR	NR	0
AZ Financial Assurance	0.001		0	NR	NR	NR	NR	0
UT FUDS	0.001		0	NR	NR	NR	NR	0



## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
AZ MANIFEST	0.250		0	0	NR	NR	NR	0
UT MMRP	0.001		0	NR	NR	NR	NR	0
UT NPDES	0.001		0	NR	NR	NR	NR	0
AZ SPDES	0.001		0	NR	NR	NR	NR	0
UT TIER 2	0.001		0	NR	NR	NR	NR	0
UT UIC	0.001		0	NR	NR	NR	NR	0
AZ UIC	0.001		0	NR	NR	NR	NR	0
UT UOPF	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0

### EDR HIGH RISK HISTORICAL RECORDS

#### *EDR Exclusive Records*

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

UT RGA LF	0.001		0	NR	NR	NR	NR	0
AZ RGA LF	0.001		0	NR	NR	NR	NR	0
UT RGA LUST	0.001		0	NR	NR	NR	NR	0
AZ RGA LUST	0.001		0	NR	NR	NR	NR	0

- Totals -		0	10	0	0	0	0	10
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#### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

IND RES  
Region

NAVAJO NATION RESERVATION

INDIAN RESERV CIND200471  
N/A

< 1/8  
1 ft.

, AZ

INDIAN RESERV:

Feature: Indian Reservation  
Name: Navajo Nation Reservation  
Agency: BIA

A1

GOULDING'S GAS STATION  
1000 MAIN STREET  
MONUMENT VALLEY, UT 84536

FINDS 1017401626  
N/A

< 1/8  
1 ft.

Site 1 of 4 in cluster A

Relative:  
Lower

FINDS:  
Registry ID: 110063014223

Actual:  
5245 ft.

[Click Here for FRS Facility Detail Report:](#)

Environmental Interest/Information System:

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and its Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

2

MONUMENT VALLEY ADVENTIST HOSPITAL  
P.O.BOX 4  
MONUMENT VALLEY, UT 84536

INDIAN UST 1009393650  
N/A

< 1/8  
1 ft.

Indian UST:

Relative:  
Lower  
Actual:  
5251 ft.

Region: 9  
Alternate Facility ID: NAV223  
Facility Name2: MONUMENT VALLEY ADVENTIST HOSPITAL  
Tank ID: TANK 1  
Tank Status: Permanently Out of Use  
Status Date: Not reported  
Substance Description: Gasoline (containing <=10% ethanol)  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: MONUMENT VALLEY ADVENTIST HOSPITAL  
Address: P.O.BOX 4  
City,State,Zip: MONUMENT VALLEY, UT 84536  
Facility County: Not reported  
Facility Telephone: (435) 727-3241

2.16

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

MONUMENT VALLEY ADVENTIST HOSPITAL (Continued)

1009393650

Overfill installed: False  
Spill installed: False  
Date installed: 1977-01-01 00:00:00  
Federally Regulated Tank: True  
Land Status: Indian Land  
Tank Capacity: 1000  
Latitude: 37.007778  
Longitude: -110.21

A3  
< 1/8  
1 ft.

GOULDING TRADING POST  
1000 MAIN STREET  
MONUMENT VALLEY, UT 84536

FINDS 1010500421  
N/A

Site 2 of 4 in cluster A

Relative: FINDS:  
Lower Registry ID: 110032604402

Actual: 5245 ft.  
Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A4  
< 1/8  
1 ft.

GOULDINGS STATION STORE  
1000 MAIN STREET  
MONUMENT VALLEY, UT 84536

FINDS 1014910135  
N/A

Site 3 of 4 in cluster A

Relative: FINDS:  
Lower Registry ID: 110044236154

Actual: 5245 ft.  
Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This

J.17

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDINGS STATION STORE (Continued)

1014910135

information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A5  
< 1/8  
1 ft.

GOULDINGS LODGE AND GAS  
1000 MAIN STREET  
MONUMENT VALLEY, UT 84536

ICIS 1005591492  
FINDS N/A  
ECHO

Site 4 of 4 in cluster A

Relative:  
Lower  
Actual:  
5245 ft.

ICIS:

Enforcement Action ID: 09-2008-0042  
FRS ID: 110010134363  
Action Name: Goulding's Conoco  
Facility Name: GOULDINGS LODGE AND GAS  
Facility Address: 1000 MAIN STREET  
MONUMENT VALLEY, UT 84536  
Enforcement Action Type: RCRA 9006 AO For Comp And/Or Pen (UST) - UST Expedited Settlement Program  
Facility County: SAN JUAN  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 9006E  
Facility SIC Code: 5541  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 37.016944  
Longitude in Decimal Degrees: -110.203611  
Permit Type Desc: Not reported  
Program System Acronym: 600042139  
Facility NAICS Code: Not reported  
Tribal Land Code: R792

Facility Name: GOULDINGS LODGE AND GAS  
Address: 1000 MAIN STREET  
Tribal Indicator: Y  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: 5541

FINDS:

Registry ID: 110010134363

[Click Here for FRS Facility Detail Report:](#)

Environmental Interest/Information System:

US National Pollutant Discharge Elimination System (NPDES) module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the

2.18

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDINGS LODGE AND GAS (Continued)

1005591492

discharge does not adversely affect water quality. ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1005591492  
Registry ID: 110010134363  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110010134363>  
Name: GOULDINGS LODGE  
Address: 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536

6 GOULDING TRADING POST  
P.O. BOX 360001 1000 MAIN STREET  
< 1/8 MONUMENT VALLEY, UT 84536  
1 ft.

INDIAN LUST 1005849643  
INDIAN UST N/A

Relative:  
Lower  
Actual:  
5183 ft.

Indian LUST:

Facility ID: NAV228  
Region: 9  
Tribe Name: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536  
LUST Status: Closed  
Land Status: Indian Land  
Lust Release Type: Confirmed  
Last Event Date: 2021-08-27 00:00:00  
Latitude: 37.009721999999996  
Longitude: -110.203611  
Last Status: Cleanup Completed (NFA - Confirmed Release)

Indian UST:

Region: 9  
Alternate Facility ID: NAV228  
Facility Name2: GOULDING TRADING POST  
Tank ID: TANK 1  
Tank Status: Permanently Out of Use  
Status Date: 5-Apr-21  
Substance Description: Diesel  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET

2.19

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDING TRADING POST (Continued)

1005849643

City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1983-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	6000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9
Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 5
Tank Status:	Permanently Out of Use
Status Date:	27-Jan-91
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1970-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	8000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9
Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 4
Tank Status:	Permanently Out of Use
Status Date:	27-Jan-91
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1970-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	8000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9

),10

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number  
EPA ID Number

GOULDING TRADING POST (Continued)

1005849643

Alternate Facility ID: NAV228  
Facility Name2: GOULDING TRADING POST  
Tank ID: TANK 3  
Tank Status: Permanently Out of Use  
Status Date: 5-Apr-21  
Substance Description: Gasoline (containing <=10% ethanol)  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536  
Facility County: Not reported  
Facility Telephone: (435) 727-3225  
Overfill installed: True  
Spill installed: True  
Date installed: 1983-01-01 00:00:00  
Federally Regulated Tank: True  
Land Status: Indian Land  
Tank Capacity: 10000  
Latitude: 37.009722  
Longitude: -110.203611

Region: 9  
Alternate Facility ID: NAV228  
Facility Name2: GOULDING TRADING POST  
Tank ID: TANK 2  
Tank Status: Permanently Out of Use  
Status Date: 5-Apr-21  
Substance Description: Gasoline (containing <=10% ethanol)  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536  
Facility County: Not reported  
Facility Telephone: (435) 727-3225  
Overfill installed: True  
Spill installed: True  
Date installed: 1983-01-01 00:00:00  
Federally Regulated Tank: True  
Land Status: Indian Land  
Tank Capacity: 6000  
Latitude: 37.009722  
Longitude: -110.203611

2.11

Count: 1 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
MONUMENT VALLEY	1008341516	MONUMENT VALLEY AGGREGATED URANIUM	T41-425, R18E OLJETO	84536	SEMS

J.12



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

### STANDARD ENVIRONMENTAL RECORDS

#### ***Lists of Federal NPL (Superfund) sites***

##### **NPL: National Priority List**

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/26/2022	Source: EPA
Date Data Arrived at EDR: 08/02/2022	Telephone: N/A
Date Made Active in Reports: 08/22/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 20	Next Scheduled EDR Contact: 10/10/2022
	Data Release Frequency: Quarterly

##### **NPL Site Boundaries**

###### **Sources:**

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 3  
Telephone 215-814-5418

EPA Region 4  
Telephone 404-562-8033

EPA Region 5  
Telephone 312-886-6686

EPA Region 10  
Telephone 206-553-8665

EPA Region 6  
Telephone: 214-655-6659

EPA Region 7  
Telephone: 913-551-7247

EPA Region 8  
Telephone: 303-312-6774

EPA Region 9  
Telephone: 415-947-4246

##### **Proposed NPL: Proposed National Priority List Sites**

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 07/26/2022	Source: EPA
Date Data Arrived at EDR: 08/02/2022	Telephone: N/A
Date Made Active in Reports: 08/22/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 20	Next Scheduled EDR Contact: 10/10/2022
	Data Release Frequency: Quarterly

##### **NPL LIENS: Federal Superfund Liens**

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991  
Date Data Arrived at EDR: 02/02/1994  
Date Made Active in Reports: 03/30/1994  
Number of Days to Update: 56

Source: EPA  
Telephone: 202-564-4267  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

### *Lists of Federal Delisted NPL sites*

#### Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: N/A  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Quarterly

### *Lists of Federal sites subject to CERCLA removals and CERCLA orders*

#### FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021  
Date Data Arrived at EDR: 06/24/2021  
Date Made Active in Reports: 09/20/2021  
Number of Days to Update: 88

Source: Environmental Protection Agency  
Telephone: 703-603-8704  
Last EDR Contact: 09/06/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Varies

#### SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Quarterly

### *Lists of Federal CERCLA sites with NFRAP*

#### SEMS-ARCHIVE: Superfund Enterprise Management System Archive

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Quarterly

### ***Lists of Federal RCRA facilities undergoing Corrective Action***

#### **CORRACTS: Corrective Action Report**

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/20/2022  
Date Data Arrived at EDR: 06/21/2022  
Date Made Active in Reports: 06/28/2022  
Number of Days to Update: 7

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

### ***Lists of Federal RCRA TSD facilities***

#### **RCRA-TSDF: RCRA - Treatment, Storage and Disposal**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/20/2022  
Date Data Arrived at EDR: 06/21/2022  
Date Made Active in Reports: 06/28/2022  
Number of Days to Update: 7

Source: Environmental Protection Agency  
Telephone: 303-312-6149  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

### ***Lists of Federal RCRA generators***

#### **RCRA-LQG: RCRA - Large Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022  
Date Data Arrived at EDR: 06/21/2022  
Date Made Active in Reports: 06/28/2022  
Number of Days to Update: 7

Source: Environmental Protection Agency  
Telephone: 303-312-6149  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### Federal Institutional controls / engineering controls registries

#### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/16/2022	Source: Department of the Navy
Date Data Arrived at EDR: 05/19/2022	Telephone: 843-820-7326
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/03/2022
Number of Days to Update: 71	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

#### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

#### US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### **Federal ERNS list**

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/14/2022  
Date Data Arrived at EDR: 06/15/2022  
Date Made Active in Reports: 06/21/2022  
Number of Days to Update: 6

Source: National Response Center, United States Coast Guard  
Telephone: 202-267-2180  
Last EDR Contact: 09/20/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

### **Lists of state- and tribal hazardous waste facilities**

UT SHWS: This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: N/A

AZ SHWS: ZipAcids List

The ACIDS list consists of more than 750 locations subject to investigation under the State Water Quality Assurance Revolving Fund (WQARF) and Federal CERCLA programs. The list is no longer updated by the state.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: Department of Environmental Quality  
Telephone: 602-771-4360  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: N/A

### **Lists of state and tribal landfills and solid waste disposal facilities**

UT SWF/LF: List of Landfills

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 10/07/2021  
Date Data Arrived at EDR: 10/12/2021  
Date Made Active in Reports: 01/10/2022  
Number of Days to Update: 90

Source: Department of Environmental Quality  
Telephone: 801-538-6170  
Last EDR Contact: 06/30/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

AZ SWF/LF: Directory of Solid Waste Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/31/2021  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 04/06/2022  
Number of Days to Update: 6

Source: Department of Environmental Quality  
Telephone: 602-771-2300  
Last EDR Contact: 06/29/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### *Lists of state and tribal leaking storage tanks*

#### UT LUST: Sites with Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/11/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 07/12/2022	Telephone: 801-536-4115
Date Made Active in Reports: 09/27/2022	Last EDR Contact: 07/12/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Quarterly

#### UT LAST: Leaking Aboveground Storage Tank Sites

A listing of leaking aboveground storage tank locations.

Date of Government Version: 06/16/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/17/2022	Telephone: 801-536-4141
Date Made Active in Reports: 09/02/2022	Last EDR Contact: 09/08/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 12/12/2022
	Data Release Frequency: Varies

#### AZ LUST: Leaking Underground Storage Tank Listing

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 04/01/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 04/07/2022	Telephone: 602-771-4345
Date Made Active in Reports: 06/30/2022	Last EDR Contact: 07/13/2022
Number of Days to Update: 84	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

#### INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 06/02/2022	Source: EPA Region 4
Date Data Arrived at EDR: 06/13/2022	Telephone: 404-562-8677
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land

A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021	Source: EPA Region 1
Date Data Arrived at EDR: 06/11/2021	Telephone: 617-918-1313
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 06/13/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/20/2022	Source: EPA Region 8
Date Data Arrived at EDR: 06/13/2022	Telephone: 303-312-6271
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/28/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 6  
Telephone: 214-665-6597  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

**INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land**  
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/14/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

**INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land**  
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/08/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: Environmental Protection Agency  
Telephone: 415-972-3372  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

**INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land**  
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

**INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land**  
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/11/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA, Region 5  
Telephone: 312-886-7439  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### ***Lists of state and tribal registered storage tanks***

**FEMA UST: Underground Storage Tank Listing**

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021  
Date Data Arrived at EDR: 11/05/2021  
Date Made Active in Reports: 02/01/2022  
Number of Days to Update: 88

Source: FEMA  
Telephone: 202-646-5797  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 01/16/2023  
Data Release Frequency: Varies

**UT UST: List of Sites with Underground Storage Tanks**

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 07/11/2022  
Date Data Arrived at EDR: 07/12/2022  
Date Made Active in Reports: 09/27/2022  
Number of Days to Update: 77

Source: Department of Environmental Quality  
Telephone: 801-536-4115  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### AZ UST: Underground Storage Tank Listing

Registered Underground Storage Tanks (UST's) are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 04/01/2022  
Date Data Arrived at EDR: 04/07/2022  
Date Made Active in Reports: 06/30/2022  
Number of Days to Update: 84

Source: Department of Environmental Quality  
Telephone: 602-771-4345  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Annually

### UT AST: Listing of Aboveground Storage Tanks

Aboveground storage tank site locations.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 09/08/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

### AZ AST: List of Aboveground Storage Tanks

Aboveground storage tanks that the Dept. of Building & Fire Safety have permitted.

Date of Government Version: 12/05/2019  
Date Data Arrived at EDR: 12/06/2019  
Date Made Active in Reports: 01/31/2020  
Number of Days to Update: 56

Source: Department of Building & Fire Safety  
Telephone: 602-364-1003  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: No Update Planned

### AZ AST 2: Aboveground Storage Tank Listing

A listing of aboveground storage tank site locations.

Date of Government Version: 06/22/2022  
Date Data Arrived at EDR: 06/23/2022  
Date Made Active in Reports: 09/12/2022  
Number of Days to Update: 81

Source: Department of Environmental Quality  
Telephone: 602-771-4380  
Last EDR Contact: 08/30/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Varies

### INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/14/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/28/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 6  
Telephone: 214-665-7591  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/08/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 9  
Telephone: 415-972-3368  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 06/02/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/31/2022  
Number of Days to Update: 79

Source: EPA Region 4  
Telephone: 404-562-9424  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/07/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA, Region 1  
Telephone: 617-918-1313  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/11/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 5  
Telephone: 312-886-6136  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 8  
Telephone: 303-312-6137  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

**State and tribal institutional control / engineering control registries**

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT INST CONTROL: Sites with Institutional Controls

Sites included on the Brownfields Sites listing that have institutional controls in place.

Date of Government Version: 04/19/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 04/20/2022	Telephone: 801-536-4100
Date Made Active in Reports: 07/14/2022	Last EDR Contact: 07/18/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### *Lists of state and tribal voluntary cleanup sites*

#### UT VCP: Voluntary Cleanup Sites List

The purpose of the program is to encourage the voluntary cleanup of sites where there has been a contaminant release threatening public health and the environment, thereby removing the stigma attached to these sites which blocks economic redevelopment. Voluntary cleanup of these sites will hopefully result in clearing the pathway for returning these properties to beneficial use.

Date of Government Version: 03/17/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 05/12/2022	Telephone: 801-536-4100
Date Made Active in Reports: 08/02/2022	Last EDR Contact: 08/08/2022
Number of Days to Update: 82	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

#### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 07/08/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

#### AZ VCP: Voluntary Remediation Program Sites

Sites involved in the Voluntary Remediation Program.

Date of Government Version: 10/12/2021	Source: Department of Environmental Quality
Date Data Arrived at EDR: 12/27/2021	Telephone: 602-771-4411
Date Made Active in Reports: 03/18/2022	Last EDR Contact: 09/21/2022
Number of Days to Update: 81	Next Scheduled EDR Contact: 01/10/2023
	Data Release Frequency: Varies

#### INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 09/29/2015	Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016	Last EDR Contact: 09/13/2022
Number of Days to Update: 142	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Varies

### *Lists of state and tribal brownfield sites*

#### UT BROWNFIELDS: Brownfields Assessment Sites

A Brownfields 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, controlled substance or petroleum product.

Date of Government Version: 11/09/2021	Source: Department of Environmental Quality
Date Data Arrived at EDR: 11/11/2021	Telephone: 801-536-4100
Date Made Active in Reports: 02/02/2022	Last EDR Contact: 08/16/2022
Number of Days to Update: 83	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**AZ BROWNFIELDS:** Brownfields Tracking System  
Information relating to Brownfields sites in Arizona.

Date of Government Version: 10/14/2021  
Date Data Arrived at EDR: 10/26/2021  
Date Made Active in Reports: 01/13/2022  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 602-771-4401  
Last EDR Contact: 09/09/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Varies

### ADDITIONAL ENVIRONMENTAL RECORDS

#### **Local Brownfield lists**

**US BROWNFIELDS:** A Listing of Brownfields Sites

Brownfields are 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. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022  
Date Data Arrived at EDR: 03/10/2022  
Date Made Active in Reports: 03/10/2022  
Number of Days to Update: 0

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 09/09/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Semi-Annually

#### **Local Lists of Landfill / Solid Waste Disposal Sites**

**INDIAN ODI:** Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

**DEBRIS REGION 9:** Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: No Update Planned

**ODI:** Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014  
Date Data Arrived at EDR: 08/06/2014  
Date Made Active in Reports: 01/29/2015  
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service  
Telephone: 301-443-1452  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### Local Lists of Hazardous waste / Contaminated Sites

#### UIS HIST CDI: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 04/30/2022  
Date Data Arrived at EDR: 05/24/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 66

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 08/18/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: No Update Planned

#### UT CDL: Methamphetamine Contaminated Properties Listing

Utah Administrative Rule 19-6-901 Illegal Drug Operations Site Reporting and Decontamination Act requires local health departments to maintain a list of properties believed to be contaminated by the illegal manufacture of drugs. The following properties were reported to the Salt Lake Valley Health Department by a complaint or report from a law enforcement agency and the Department has determined that reasonable evidence exists that the property is contaminated.

Date of Government Version: 05/31/2022  
Date Data Arrived at EDR: 05/31/2022  
Date Made Active in Reports: 08/19/2022  
Number of Days to Update: 80

Source: Salt Lake Valley Health Department  
Telephone: 801-468-2750  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

#### AZ CDL: Clandestine Drug Labs

A listing of drug lab seizures in Arizona.

Date of Government Version: 10/28/2019  
Date Data Arrived at EDR: 10/30/2019  
Date Made Active in Reports: 12/12/2019  
Number of Days to Update: 43

Source: Board of Technical Registration  
Telephone: 602-364-4931  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Varies

#### US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 04/30/2022  
Date Data Arrived at EDR: 05/24/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 66

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 08/18/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Quarterly

#### UT PFAS: PFAS Site Information Listing

PFAS site information

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/11/2022  
Date Data Arrived at EDR: 07/12/2022  
Date Made Active in Reports: 09/27/2022  
Number of Days to Update: 77

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### AZ AQUEOUS FOAM: Aqueous Film Forming Foam Listing

When AFFF is used, discharged or released to the environment, containment and cleanup may be required to prevent future adverse health or environmental impacts.

Date of Government Version: 11/14/2020  
Date Data Arrived at EDR: 03/22/2022  
Date Made Active in Reports: 04/26/2022  
Number of Days to Update: 35

Source: Department of Environmental Quality  
Telephone: 602-771-6145  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### AZ PFAS: PFAS Contamination Site Listing

Arizona's Public Water System Screening for Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS) Final Report. The purpose of the grant was to screen Public Water System (PWS) drinking water wells in Arizona potentially impacted by perfluorooctanoic acid (PFOA) and/or perfluorooctane sulfonate (PFOS) contamination.

Date of Government Version: 09/22/2021  
Date Data Arrived at EDR: 05/03/2022  
Date Made Active in Reports: 07/20/2022  
Number of Days to Update: 78

Source: Department of Environmental Quality  
Telephone: 602-364-3118  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### Local Land Records

#### LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: Environmental Protection Agency  
Telephone: 202-564-6023  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Semi-Annually

### Records of Emergency Release Reports

#### HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/21/2022  
Date Data Arrived at EDR: 03/21/2022  
Date Made Active in Reports: 06/14/2022  
Number of Days to Update: 85

Source: U.S. Department of Transportation  
Telephone: 202-366-4555  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

#### UT SPILLS: Spills Data

Incidents reported to the Division of Environmental Response and Remediation

Date of Government Version: 01/10/2022  
Date Data Arrived at EDR: 01/13/2022  
Date Made Active in Reports: 04/05/2022  
Number of Days to Update: 82

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### AZ SPILLS: Hazardous Material Logbook

Chemical spills and incidents referred to the Emergency Response Unit

Date of Government Version: 11/15/2001	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/28/2007	Telephone: 602-771-4153
Date Made Active in Reports: 07/24/2007	Last EDR Contact: 08/15/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

### UT SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 07/31/2011	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/11/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### AZ SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/11/2001	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/11/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### Other Ascertainable Records

#### RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

#### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 05/11/2022	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 05/17/2022	Telephone: 202-528-4285
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/11/2022
Number of Days to Update: 73	Next Scheduled EDR Contact: 11/28/2022
	Data Release Frequency: Varies

#### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/07/2021  
Date Data Arrived at EDR: 07/13/2021  
Date Made Active in Reports: 03/09/2022  
Number of Days to Update: 239

Source: USGS  
Telephone: 888-275-8747  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018  
Date Data Arrived at EDR: 04/11/2018  
Date Made Active in Reports: 11/06/2019  
Number of Days to Update: 574

Source: U.S. Geological Survey  
Telephone: 888-275-8747  
Last EDR Contact: 07/08/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: N/A

### SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017  
Date Data Arrived at EDR: 02/03/2017  
Date Made Active in Reports: 04/07/2017  
Number of Days to Update: 63

Source: Environmental Protection Agency  
Telephone: 615-532-8599  
Last EDR Contact: 08/03/2022  
Next Scheduled EDR Contact: 11/21/2022  
Data Release Frequency: Varies

### US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 06/20/2022  
Date Data Arrived at EDR: 06/21/2022  
Date Made Active in Reports: 08/31/2022  
Number of Days to Update: 71

Source: Environmental Protection Agency  
Telephone: 202-566-1917  
Last EDR Contact: 09/20/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

### EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013  
Date Data Arrived at EDR: 03/21/2014  
Date Made Active in Reports: 06/17/2014  
Number of Days to Update: 88

Source: Environmental Protection Agency  
Telephone: 617-520-3000  
Last EDR Contact: 07/29/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Quarterly

### 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/30/2017  
Date Data Arrived at EDR: 05/08/2018  
Date Made Active in Reports: 07/20/2018  
Number of Days to Update: 73

Source: Environmental Protection Agency  
Telephone: 703-308-4044  
Last EDR Contact: 08/04/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 06/17/2020  
Date Made Active in Reports: 09/10/2020  
Number of Days to Update: 85

Source: EPA  
Telephone: 202-260-5521  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Every 4 Years

### TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018  
Date Data Arrived at EDR: 08/14/2020  
Date Made Active in Reports: 11/04/2020  
Number of Days to Update: 82

Source: EPA  
Telephone: 202-566-0250  
Last EDR Contact: 08/11/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Annually

### SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 07/18/2022  
Date Data Arrived at EDR: 07/18/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 11

Source: EPA  
Telephone: 202-564-4203  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Annually

### ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: 703-416-0223  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Annually

### RMP: Risk Management Plans



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g. the fire department) should an accident occur.

Date of Government Version: 04/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/04/2022	Telephone: 202-564-8600
Date Made Active in Reports: 05/10/2022	Last EDR Contact: 07/14/2022
Number of Days to Update: 6	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

### PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 07/26/2022	Source: EPA
Date Data Arrived at EDR: 08/02/2022	Telephone: 202-564-6023
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 29	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Quarterly

### PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022	Source: EPA
Date Data Arrived at EDR: 01/20/2022	Telephone: 202-566-0500
Date Made Active in Reports: 03/25/2022	Last EDR Contact: 07/08/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Annually

### ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 09/27/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 01/16/2023
	Data Release Frequency: Quarterly

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009  
Date Data Arrived at EDR: 04/16/2009  
Date Made Active in Reports: 05/11/2009  
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances  
Telephone: 202-566-1667  
Last EDR Contact: 08/18/2017  
Next Scheduled EDR Contact: 12/04/2017  
Data Release Frequency: No Update Planned

**FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009  
Date Data Arrived at EDR: 04/16/2009  
Date Made Active in Reports: 05/11/2009  
Number of Days to Update: 25

Source: EPA  
Telephone: 202-566-1667  
Last EDR Contact: 08/18/2017  
Next Scheduled EDR Contact: 12/04/2017  
Data Release Frequency: No Update Planned

**MLTS: Material Licensing Tracking System**

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 06/10/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 69

Source: Nuclear Regulatory Commission  
Telephone: 301-415-7169  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Quarterly

**COAL ASH DOE: Steam-Electric Plant Operation Data**

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 11/30/2021  
Date Made Active in Reports: 02/22/2022  
Number of Days to Update: 84

Source: Department of Energy  
Telephone: 202-586-8719  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

**COAL ASH EPA: Coal Combustion Residues Surface Impoundments List**

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017  
Date Data Arrived at EDR: 03/05/2019  
Date Made Active in Reports: 11/11/2019  
Number of Days to Update: 251

Source: Environmental Protection Agency  
Telephone: N/A  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

**PCB TRANSFORMER: PCB Transformer Registration Database**

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019  
Date Data Arrived at EDR: 11/06/2019  
Date Made Active in Reports: 02/10/2020  
Number of Days to Update: 96

Source: Environmental Protection Agency  
Telephone: 202-566-0517  
Last EDR Contact: 08/04/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

**RADINFO: Radiation Information Database**

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019  
Date Data Arrived at EDR: 07/01/2019  
Date Made Active in Reports: 09/23/2019  
Number of Days to Update: 84

Source: Environmental Protection Agency  
Telephone: 202-343-9775  
Last EDR Contact: 09/21/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Quarterly

### HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2007  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

### HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2008  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

### DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020  
Date Data Arrived at EDR: 01/28/2020  
Date Made Active in Reports: 04/17/2020  
Number of Days to Update: 80

Source: Department of Transportation, Office of Pipeline Safety  
Telephone: 202-366-4595  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Quarterly

### CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2022  
Date Data Arrived at EDR: 04/14/2022  
Date Made Active in Reports: 07/12/2022  
Number of Days to Update: 89

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 01/16/2023  
Data Release Frequency: Varies

### BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019  
Date Data Arrived at EDR: 03/02/2022  
Date Made Active in Reports: 03/25/2022  
Number of Days to Update: 23

Source: EPA/NTIS  
Telephone: 800-424-9346  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Biennially

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014	Source: USGS
Date Data Arrived at EDR: 07/14/2015	Telephone: 202-208-3710
Date Made Active in Reports: 01/10/2017	Last EDR Contact: 07/08/2022
Number of Days to Update: 546	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

### FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021	Source: Department of Energy
Date Data Arrived at EDR: 07/27/2021	Telephone: 202-586-3559
Date Made Active in Reports: 10/22/2021	Last EDR Contact: 07/26/2022
Number of Days to Update: 87	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Varies

### UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019	Source: Department of Energy
Date Data Arrived at EDR: 11/15/2019	Telephone: 505-845-0011
Date Made Active in Reports: 01/28/2020	Last EDR Contact: 08/24/2022
Number of Days to Update: 74	Next Scheduled EDR Contact: 11/28/2022
	Data Release Frequency: Varies

### LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 07/26/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/02/2022	Telephone: 703-603-8787
Date Made Active in Reports: 08/22/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 20	Next Scheduled EDR Contact: 10/10/2022
	Data Release Frequency: Varies

### LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust.

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

### US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

### MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/21/2022  
Date Data Arrived at EDR: 03/22/2022  
Date Made Active in Reports: 03/25/2022  
Number of Days to Update: 3

Source: DOL, Mine Safety & Health Admi  
Telephone: 202-693-9424  
Last EDR Contact: 08/02/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Quarterly

### US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/03/2022  
Date Data Arrived at EDR: 08/17/2022  
Date Made Active in Reports: 08/31/2022  
Number of Days to Update: 14

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Semi-Annually

### US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020  
Date Data Arrived at EDR: 05/27/2020  
Date Made Active in Reports: 08/13/2020  
Number of Days to Update: 78

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011  
Date Data Arrived at EDR: 06/08/2011  
Date Made Active in Reports: 09/13/2011  
Number of Days to Update: 97

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/14/2022  
Date Data Arrived at EDR: 06/15/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 68

Source: Department of Interior  
Telephone: 202-208-2609  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Quarterly

### FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/13/2022  
Date Data Arrived at EDR: 05/18/2022  
Date Made Active in Reports: 05/31/2022  
Number of Days to Update: 13

Source: EPA  
Telephone: (303) 312-6312  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Quarterly

### UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 01/11/2022  
Date Made Active in Reports: 02/14/2022  
Number of Days to Update: 34

Source: Department of Defense  
Telephone: 703-704-1564  
Last EDR Contact: 07/07/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021  
Date Data Arrived at EDR: 05/21/2021  
Date Made Active in Reports: 08/11/2021  
Number of Days to Update: 82

Source: Environmental Protection Agency  
Telephone: 202-564-0527  
Last EDR Contact: 08/22/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 04/02/2022  
Date Data Arrived at EDR: 04/05/2022  
Date Made Active in Reports: 06/28/2022  
Number of Days to Update: 84

Source: Environmental Protection Agency  
Telephone: 202-564-2280  
Last EDR Contact: 07/01/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Quarterly

### FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/16/2022  
Date Data Arrived at EDR: 05/17/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 73

Source: EPA  
Telephone: 800-385-6164  
Last EDR Contact: 08/11/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Quarterly

### UT AIRS: Division of Air Quality Emissions inventory

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/26/2022  
Date Data Arrived at EDR: 04/27/2022  
Date Made Active in Reports: 05/17/2022  
Number of Days to Update: 20

Source: Department of Environmental Quality  
Telephone: 801-536-4183  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### AZ AIRS: Arizona Airs Database

Arizona major (has the potential to emit over 100 tons of criteria pollutant) and minor (below 100 tons) sources.

Date of Government Version: 03/25/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 06/27/2022  
Number of Days to Update: 88

Source: Department of Environmental Quality  
Telephone: 602-771-2344  
Last EDR Contact: 09/21/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Semi-Annually

### UT DRYCLEANERS: Registered Drycleaners

A listing of registered drycleaners.

Date of Government Version: 04/19/2022  
Date Data Arrived at EDR: 04/20/2022  
Date Made Active in Reports: 05/16/2022  
Number of Days to Update: 26

Source: Department of Environmental Quality  
Telephone: 801-536-4437  
Last EDR Contact: 07/07/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### AZ DRYCLEANERS: Drycleaner Facility Listing

A listing of drycleaner facilities in Arizona.

Date of Government Version: 06/17/2019  
Date Data Arrived at EDR: 07/20/2020  
Date Made Active in Reports: 10/07/2020  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 602-771-4335  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: No Update Planned

### UT EWA: Enforceable Written Assurances

EWA contains locations of potential Enforceable Written Assurance sites. EWAs will generally ensure to property owners or prospective property owners that there is no unacceptable risk to human health or the environment. EWA locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-536-4167  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### UT Financial Assurance 1: Financial Assurance Information Listing

Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 03/23/2022  
Date Made Active in Reports: 06/21/2022  
Number of Days to Update: 90

Source: Department of Environmental Quality  
Telephone: 801-538-6794  
Last EDR Contact: 06/29/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

### AZ Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information for ust sites.

Date of Government Version: 03/31/2022  
Date Data Arrived at EDR: 04/01/2022  
Date Made Active in Reports: 07/01/2022  
Number of Days to Update: 91

Source: Department of Environmental Quality  
Telephone: 602-771-4258  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Varies

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay

Date of Government Version: 06/16/2022  
Date Data Arrived at EDR: 06/17/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 77

Source: Department of Environmental Quality  
Telephone: 801-536-4141  
Last EDR Contact: 09/08/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

### UT FUDS: Formerly Used Defense Sites

Formerly used defense sites.

Date of Government Version: 03/09/2022  
Date Data Arrived at EDR: 04/20/2022  
Date Made Active in Reports: 07/14/2022  
Number of Days to Update: 85

Source: Utah AGRC  
Telephone: 801-538-3665  
Last EDR Contact: 07/20/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### AZ MANIFEST: Manifest Information

Hazardous waste manifest information

Date of Government Version: 12/31/2018  
Date Data Arrived at EDR: 06/15/2021  
Date Made Active in Reports: 09/09/2021  
Number of Days to Update: 86

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Annually

### UT MMRP: Military Munitions Response Program

Environment.MMRP contains locations of Military Munitions Response Program sites. MMRP manages the environmental, health and safety issues presented by unexploded ordnances (UXO), discarded military munitions (DMM) and munitions constituents (MC). Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-539-4164  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### UT NPDES: Permitted Facilities Listing

A listing of Division of Water Quality permits.

Date of Government Version: 06/06/2022  
Date Data Arrived at EDR: 06/08/2022  
Date Made Active in Reports: 08/26/2022  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 801-538-6146  
Last EDR Contact: 09/06/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Varies

### AZ NPDES: Notice of Intent Construction Stormwater General Permits Database

NPDES permit sites

Date of Government Version: 03/15/2022  
Date Data Arrived at EDR: 03/17/2022  
Date Made Active in Reports: 06/14/2022  
Number of Days to Update: 89

Source: Department of Environmental Quality  
Telephone: 602-771-4424  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 01/16/2023  
Data Release Frequency: Varies



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT TIER 2: Tier 2 Facility Listing

TIER 2 contains locations of Tier II facilities under the Emergency Planning and Community Right-to-Know Act (EPCRA). Qualifying facilities report on hazardous and toxic chemicals and are labeled either tier I or tier II. Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 12/31/2021  
Date Data Arrived at EDR: 03/16/2022  
Date Made Active in Reports: 06/13/2022  
Number of Days to Update: 89

Source: Department of Environmental Quality  
Telephone: 801-536-4152  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### UT UIC: UIC Site Location Listing

A listing of underground injection control wells.

Date of Government Version: 04/19/2022  
Date Data Arrived at EDR: 04/20/2022  
Date Made Active in Reports: 07/14/2022  
Number of Days to Update: 85

Source: Department of Natural Resources  
Telephone: 801-538-5329  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Quarterly

### AZ UIC: Underground Injection Control Wells

Underground injection control wells.

Date of Government Version: 09/30/2015  
Date Data Arrived at EDR: 02/05/2016  
Date Made Active in Reports: 04/05/2016  
Number of Days to Update: 60

Source: Arizona Geological Survey  
Telephone: 520-770-3500  
Last EDR Contact: 07/19/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### UT UOPF: Used Oil Permitted Facilities

DSHW Permitted Used Oil Facilities contains locations in Utah of all Used Oil Facilities: Marketers, Processors, Transfer, Transport and Off-specification Permitted by UDEQ Division of Hazardous Waste (DSHW) ? Used Oil Section.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/30/2022  
Number of Days to Update: 78

Source: Department of Environmental Quality  
Telephone: 801-538-9408  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011  
Date Data Arrived at EDR: 08/05/2011  
Date Made Active in Reports: 09/29/2011  
Number of Days to Update: 55

Source: EPA, Office of Water  
Telephone: 202-564-2496  
Last EDR Contact: 06/28/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

### PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014  
Date Data Arrived at EDR: 02/05/2015  
Date Made Active in Reports: 03/06/2015  
Number of Days to Update: 29

Source: EPA  
Telephone: 202-564-2497  
Last EDR Contact: 06/28/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

1,37

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### MINES MRDS: Mineral Resources Data System

Date of Government Version: 04/06/2018  
Date Data Arrived at EDR: 10/21/2019  
Date Made Active in Reports: 10/24/2019  
Number of Days to Update: 3

Source: USGS  
Telephone: 703-648-6533  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### PCS INACTIVE: Listing of Inactive PCS Permits

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014  
Date Data Arrived at EDR: 01/06/2015  
Date Made Active in Reports: 05/06/2015  
Number of Days to Update: 120

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 06/28/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

### EDR HIGH RISK HISTORICAL RECORDS

#### **EDR Exclusive Records**

##### EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

##### EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

J.38

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

##### UT RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/16/2014  
Number of Days to Update: 199

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### AZ RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Arizona.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/15/2014  
Number of Days to Update: 198

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### UT RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/03/2014  
Number of Days to Update: 186

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### AZ RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Arizona.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/02/2014  
Number of Days to Update: 185

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

### OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019  
Date Data Arrived at EDR: 10/29/2021  
Date Made Active in Reports: 01/19/2022  
Number of Days to Update: 82

Source: Department of Environmental Conservation  
Telephone: 518-402-8651  
Last EDR Contact: 07/29/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Quarterly

### PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018  
Date Data Arrived at EDR: 07/19/2019  
Date Made Active in Reports: 09/10/2019  
Number of Days to Update: 53

Source: Department of Environmental Protection  
Telephone: 717-783-8990  
Last EDR Contact: 07/06/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Annually

### WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018  
Date Data Arrived at EDR: 06/19/2019  
Date Made Active in Reports: 09/03/2019  
Number of Days to Update: 76

Source: Department of Natural Resources  
Telephone: N/A  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Annually

### Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

### Electric Power Transmission Line Data

Source: Endeavor Business Media

This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

### AHA Hospitals:

Source: American Hospital Association, Inc.  
Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

### Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services  
Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

### Nursing Homes

Source: National Institutes of Health  
Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

### Public Schools

Source: National Center for Education Statistics  
Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

J, 40

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

### Daycare Centers: Child Care Provider List

Source: Department of Health

Telephone: 801-538-9299

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Utah Geological Survey

Telephone: 801-537-3300

### Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

### STREET AND ADDRESS INFORMATION

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**EXHIBIT "K"**

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

**LISTING OF CUSTOMER DEPOSITS (SECTION 4.113)**

*2/1/23 version*

Document No. 019922Date Issued: 12/15/2022**EXECUTIVE OFFICIAL REVIEW**Title of Document: Land Acquisition - Goulding's Contact Name: BEGAY, JONATHAN JONAHProgram/Division: DIVISION OF NATURAL RESOURCESEmail: jbegay@nnld.org Phone Number: (928) 871-7840☐ **Business Site Lease** Sufficient    Insufficient1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. Office of the Controller: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)

3. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions**1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications**1. Office of Management and Budget: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. Office of the Controller: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐3. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Navajo Housing Authority Request for Release of Funds**1. NNEPA: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Lease Purchase Agreements**1. Office of the Controller: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

(recommendation only)

2. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Grant Applications**1. Office of Management and Budget: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. Office of the Controller: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐3. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval**1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Relinquishment of Navajo Membership**1. Land Department: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. Elections: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐3. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

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

Sufficient    Insufficient

1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
2. Office of the Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐

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

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

☐ **Rights of Way**

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

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

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

☐ **Assignment of Mineral Lease**

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

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

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

☒ **OTHER:** Land Acquisition - Goulding's

1. DNR \_\_\_\_\_ *Bob Becker* Date: *16 Dec 2022* ☒ ☐  
2. AG / DOJ \_\_\_\_\_ *V. Blumh* Date: *12/22/22* ☐ ☒  
3. ~~OPVP~~ \_\_\_\_\_ *V. Blumh* Date: *12/27/22* ☒ ☐  
4. *OPVP* \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐  
5. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐



# THE NAVAJO NATION

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JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



December 13, 2022

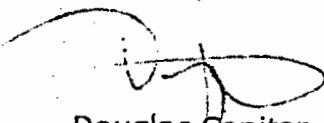
Bitah Becker, Division Director  
Division of Natural Resources  
PO Box 9000  
Window Rock, AZ 86515

**SUBJECT: Division of Economic Development (DED) Support Letter**

This letter is DED support of the Goulding's Purchase Acquisition by the Navajo Nation. This purchase will expand the economic impact and opportunities for the Navajo Nation. As of June 2022, DED has selected Navajo Nation Hospitality Enterprise NNHE as the managing operator for the Goulding's property. NNHE is ready to take on the overall management and operation when the Land Acquisition Act is complete.

On behalf of the Navajo Nation, DED will continue to provide oversight management to Goulding's property. DED continues to work with Division of Natural Resources on various acquisition activities.

Sincerely,

  
Douglas Capitan,  
Delegated Division Director  
Division of Economic Development

Xc:



## NAVAJO NATION HOSPITALITY ENTERPRISE

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December 12, 2022

Mr. Mike Halona  
Department Manager  
Navajo Land Department  
Navajo Nation  
Via Email: [m\\_halona@nnld.org](mailto:m_halona@nnld.org)

**Re: Goulding's Lodge**

Dear Mr. Halona:

The Navajo Nation Hospitality Enterprise has been included as Lessee and Operator's in the proposed legislation for the acquisition of Goulding's Lodge.

The purpose of this correspondence is to advise anyone considering this legislation that the Navajo Nation Hospitality Enterprise supports this legislation and project. Our Board of Directors wants to make this known since the Navajo Nation Hospitality Enterprise is included as a party to certain agreements being considered in the legislation.

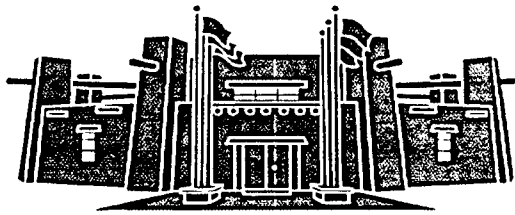
Goulding's Lodge is in an excellent location as a tourism destination with an expansive variety of lodging offerings including a full-service restaurant, and world-famous tours of Monument Valley. There is also amounts of excess land suitable for future development and expansion.

Should the legislation be passed, the Navajo Nation Hospitality Enterprise would undertake the Operator role as directed by the Navajo Nation Council.

If you, or anyone considering the legislation, have any questions please contact us.

Sincerely,

Stan Sapp,  
CEO  
Navajo Nation Hospitality Enterprise



## MEMORANDUM

TO: Honorable Herman Daniels, Jr.  
Shonto, Naatsi'is'aán, Oljato, and Ts'ah Bii Kin Chapters

FROM: Mariana Kahn  
Mariana Kahn  
Attorney, Office of Legislative Counsel

DATE: February 10, 2023

SUBJECT: PROPOSED NAVAJO NATION COUNCIL RESOLUTION; AN ACTION RELATING TO THE NAABIK'ÍYATI' COMMITTEE AND THE NAVAJO NATION COUNCIL; APPROVING THE PURCHASE OF PROPERTY OFFERED FOR SALE TO THE NAVAJO NATION BY THE OWNERS OF GOULDING'S MONUMENT VALLEY LODGE AND TOURS, MONUMENT VALLEY, UTAH; APPROVING THE EXPENDITURE OF FUND PRINCIPAL OF THE LAND ACQUISITION TRUST FUND TO PURCHASE THE PROPERTY; AND APPROVING A LIMITED WAIVER OF SOVEREIGN IMMUNITY

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees' powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution.

**THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW PUBLICATION**



**LEGISLATION NO: \_0025-23\_**

**SPONSOR: Herman M. Daniels, Jr**

**TITLE: An Action Relating to the Naabik'iyáti' Committee and the Navajo Nation Council; Approving the Purchase of Property Offered for Sale to the Navajo Nation by the Owners of Goulding's Monument Valley Lodge and Tours, Monument Valley, Utah; Approving the Expenditure of Fund Principal of the Land Acquisition Trust Fund to Purchase the Property; and Approving a Limited Waiver of Sovereign Immunity**

***Date posted:* February 22, 2023 1:05 PM**

**Digital comments may be e-mailed to comments@navajo-nsn.gov**

**Written comments may be mailed to:**

**Executive Director  
Office of Legislative Services  
P.O. Box 3390  
Window Rock, AZ 86515  
(928) 871-7586**

**Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.**

**Please note:** This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

**THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW SUMMARY**

**LEGISLATION NO.: 0025-23**

**SPONSOR: Honorable Herman M. Daniels, Jr.**

**TITLE: An Action Relating to the Naabik'iyáti' Committee and the Navajo Nation Council; Approving the Purchase of Property Offered for Sale to the Navajo Nation by the Owners of Goulding's Monument Valley Lodge and Tours, Monument Valley, Utah; Approving the Expenditure of Fund Principal of the Land Acquisition Trust Fund to Purchase the Property; and Approving a Limited Waiver of Sovereign Immunity**

**Posted: February 22, 2023 at 1:05 PM**

**5 DAY Comment Period Ended: February 27, 2023**

**Digital Comments received:**

<b>Comments Supporting</b>	<i>None</i>
<b>Comments Opposing</b>	<i>None</i>
<b>Comments/Recommendations</b>	<i>None</i>

  
\_\_\_\_\_  
**Policy Analyst  
Office of Legislative Services**

**February 28, 2023; 3:00 PM**  
**Date/Time**

**25<sup>th</sup> NAVAJO NATION COUNCIL  
NAABIK'ÍYÁTI' COMMITTEE REPORT  
First Year 2023**

The **NAABIK'ÍYÁTI' COMMITTEE** to whom has been assigned:

**NAVAJO LEGISLATIVE BILL #0025-23**

An Action Relating to the Naabik'íyáti' Committee and the Navajo Nation Council; Approving the Purchase of Property Offered for Sale to the Navajo Nation by the Owners of Goulding's Monument Valley Lodge and Tours, Monument Valley, Utah; Approving the Expenditure of Fund Principal of the Land Acquisition Trust Fund to Purchase the Property; and Approving a Limited Waiver of Sovereign Immunity

*Sponsored by: Honorable Herman M. Daniels, Jr.*

*Co-Sponsored by: Honorable Rickie Nez*

Has had it under consideration and reports the same that the legislation **WAS PASSED AND REFERRED TO THE NAVAJO NATION COUNCIL.**

Respectfully Submitted,

  
*Honorable Vince R. James, Chairman ProTem*  
**NAABIK'ÍYÁTI' COMMITTEE**

**9 March 2023**

**MAIN MOTION**

*Motioned by: Honorable George Tolth*

*Seconded by: Honorable Danny Simpson*

*Vote: 11 In Favor, 07 Opposed (Chairman ProTem James Not Voting)*

# NAVAJO NATION

39

Naa'bik'iyati' Committee Regular Meeting

3/9/2023  
06:02:30 PM

Amd# to Amd#

New Business: Item B.

PASSED

MOT Tolth, G

Legislation 0025-23: Approving

SEC Simpson, D

the Purchase of Property Offered  
for Sale to the Navajo Nation. .

Yeas : 11

Nays : 7

Excused : 3

Not Voting : 2

## Yea : 11

Charles-Newton, E  
Claw, S  
Damon, S

Daniels, H  
Nez, A  
Nez, R

Notah, N  
Simpson, D  
Slater, C

Tolth, G  
Tso, O

## Nay : 7

Begay, H  
Crotty, A

Curley, C  
Parrish, S

Simonson, G  
Yanito, C

Yazzie, C

## Excused : 3

Aseret, L

Jesus, B

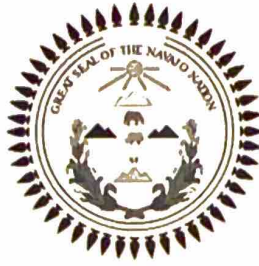
Johnson, C

## Not Voting : 2

Begay, N

Arviso, S

Presiding Speaker: James, V



## 25<sup>th</sup> NAVAJO NATION COUNCIL LEGISLATION CO-SPONSORSHIP WITHDRAWAL

I, HONORABLE RICKIE NEZ, Co-Sponsor  
of proposed legislation hereby withdraw my co-  
sponsorship of the proposed legislation. The legislation  
tracking number is 0025-23.

SPONSOR SIGNATURE:

A handwritten signature in blue ink, appearing to be "Rickie Nez", written over a horizontal line.

DATE:

A handwritten date "7-19-23" in blue ink, written over a horizontal line.



# 25<sup>th</sup> NAVAJO NATION COUNCIL ACTION REPORT First Year 2023

The **NAVAJO NATION COUNCIL** to whom has been assigned:

## **NAVAJO LEGISLATIVE BILL #0025-23**

An Action Relating to the Naabik'íyáti' Committee and the Navajo Nation Council; Approving the Purchase of Property Offered for Sale to the Navajo Nation by the Owners of Goulding's Monument Valley Lodge and Tours, Monument Valley, Utah; Approving the Expenditure of Fund Principal of the Land Acquisition Trust Fund to Purchase the Property; and Approving a Limited Waiver of Sovereign Immunity

*Sponsored by: Honorable Herman M. Daniels, Jr.*

*Co-Sponsored by: Honorable Eugenia Charles-Newton*

*Co-Sponsored by: Honorable Nathan Notah*

Has had it under consideration and reports the same that the legislation **FAILED (LEGISLATION DID NOT RECEIVE THE REQUIRED 16 IN FAVOR VOTES).**

Respectfully Submitted,



*Honorable Crystalyne Curley, Speaker*  
**25<sup>th</sup> NAVAJO NATION COUNCIL**

**19 July 2023**

### **MAIN MOTION**

*Motioned by: Honorable George H. Tolth*

*Seconded by: Honorable Brenda Jesus*

*Vote: 15 in Favor, 04 Opposed (Speaker Curley Not Voting)*

### **AMENDMENT #1**

1. Page 10, Line 30, add paragraph HH and II as follows:

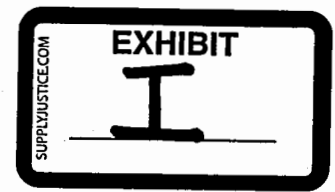
HH. The Navajo Hospitality Enterprise has agreed to a profit-sharing plan that would provide 100% of profits, capped at \$3.5 million annually, to be paid to the Navajo Nation. A memorandum dated July 14, 2023 from the Navajo Nation President to the Navajo Nation Council regarding this profit-sharing plan is attached as **Exhibit L**.

- II. The Division Director, Division of Natural Resources, has provided memorandum dated July 19, 2023, which is attached as **Exhibit M**.
2. **Exhibit L**, memorandum dated July 14, 2023, from the Navajo Nation President, shall be added to Legislation 0025-23.
  3. **Exhibit M**, memorandum dated July 19, 2023, from the Division Director, Division of Natural Resources, shall be added to Legislation 0025-23.
  4. Page 11, Line 4, insert a new Section Three.  
**Section Three. Condition Precedent to the Purchase**
    - A. A condition precedent to the purchase of the property is the requirement that the environmental liabilities will remain with the seller.
    - B. A condition precedent to purchase of the property is the requirement that the projections, as described in **Exhibit B**, are consistent with what has taken place since the projections have been put together and that NNHE will be able to meet profit-sharing agreement with the Navajo Nation that has been advertised with current data since projects were put together.
  5. Page 12, Line 4, insert a Section Five.  
**Section Five. Navajo Nation Hospitality Enterprise Self-Sustaining and Self-Sufficient**
    - A. NNHE shall be self-sufficient and self-sustaining in its operation of the Goulding's property.
    - B. NNHE shall not request any funding from the Navajo Nation related to the operation of the Goulding property, including but not limited to funds for capital improvement, overhead, management costs or environmental impact(s).
  6. Replace existing Exhibit I with new **Exhibit I**.
  7. Renumber or re-letter succeeding paragraphs or sections accordingly, if necessary; and this amendment shall supersede inconsistent language contained in any other committee amendment, which shall be conformed to the intent or language of this amendment. The Office of Legislative Services, with notice to the sponsor(s) of the Legislation, is hereby authorized to make necessary grammatical changes.

*Motioned by: Honorable Carl R. Slater*

*Seconded by: Honorable Shaandiin Parrish*

*Vote: 16 in Favor, 04 Opposed (Speaker Curley Not Voting)*



**REAL ESTATE AND ASSET PURCHASE AGREEMENT**  
**Goulding's Monument Valley Lodge and Tours**  
**Monument Valley, Utah**

**THIS REAL ESTATE AND ASSET PURCHASE AGREEMENT** made this \_\_\_\_\_ day of January 2023, by and between Seller, R.G.J. Corporation, a Utah corporation, (1000 Main Street, Post Office Box 360041; Monument Valley, UT), Executive RV, Inc., a Utah corporation (1000 Main Street, Monument Valley, UT 84536), and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company (100 Rock Door Canyon Drive, 36001 Monument Valley, UT 84536), collectively doing business as Gouldings Monument Valley Lodge and Tours, the Members and stockholders of the Companies, and Mr. Wayland LaFont, Managing Member and/or Authorized Agent of the aforesaid corporations and limited liability company (hereinafter referred to collectively as "Seller"), and the Navajo Nation (c/o Division Director, Division of Natural Resources, Post Office Box 9000, Window Rock, AZ), as Buyer (hereafter referred to as "Buyer"). The Buyer and the Seller may be referred to in this Agreement individually as a "Party" and, collectively, as the "Parties".

**RECITALS**

**WHEREAS**, Seller wishes to sell Goulding's Monument Valley Lodge and Tours, certain associated real estate, business interests and property, and real estate leases to the Navajo Nation, as Buyer. The real property is described as a self-contained, full-service resort, tourist destination and supporting community area more commonly known as "Gouldings Lodge". It is composed of 633.16 acres, more or less, of fee land as more fully described in the 15-page Plat Map dated February 27, 2017 prepared by Bunker Engineering, LLC, as recorded in the records of San Juan County, Utah, and attached as part of Exhibit "A" and 37.49 acres, more or less, of leasehold land for a total of 670.65 acres, more or less, or 29,213,514 square feet. The personal property, improvements, and assets associated with the real property will also be sold with the aforementioned real estate.

**WHEREAS**, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, certain assets of Seller, as more fully set forth herein and subject to the terms and conditions set forth in this Agreement. Buyer intends to use the real property, licenses, business, and improvements acquired from Seller for economic development opportunities, and for essential governmental functions of the Navajo Nation. This agreement is subject to the approval of the Naa'bik'iyati' Committee of the Navajo Nation Council and the Navajo Nation Council, which is a condition precedent to Opening of Escrow as defined herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1.0: PARTIES, SALES, AND PURCHASES**

**Section 1.01 BUYER.** The Navajo Nation ("Buyer"), a sovereign Indian nation, hereby offers to purchase certain real property, improvements, hotel, resort, tour services, other associated assets, and real estate leases, hereinafter described upon the terms and conditions set forth herein, pursuant to the laws of

the Navajo Nation. Buyer shall have the right to assign any or all of Buyer's rights hereunder, but not Buyer's obligation herein, unless expressly agreed to in writing by Seller.

**Section 1.02 SELLER.** R.G.J. Corporation, a Utah corporation (1000 Main Street, Post Office Box 360041; Monument Valley, UT 84536), Executive RV, Inc., a Utah corporation (1000 Main Street, Monument Valley, UT 84536), and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company (100 Rock Door Canyon Drive, 36001 Monument Valley, UT 84536), collectively doing business as Goulding's Monument Valley Lodge and Tours, the Members and stockholders of the Companies, and Mr. Wayland LaFont, Managing Member and Authorized Agent of the aforesaid corporations and limited liability company, ("**Seller**") is the fee and assets owner of the Gouldings Lodge real estate, hotel business, Monument Valley tour business, retail and all assets associated with property, personal and lease properties hereinafter described. <sup>Mr. Wayland LaFont</sup> ~~Mr. Wayland LaFont~~, the aforementioned Corporations, and Limited Liability Company have the full power to sell and convey said real estate, personal property, licenses, business enterprises, business assets, accounts, merchandise, business inventories, improvements, and property leases of Goulding's Lodge and Tours and the aforementioned businesses and assets, to Buyer.

**Section 1.03 SALE AND PURCHASES.** At the Closing (as herein defined), Seller shall sell, and Buyer shall purchase, all of Seller's right, title, and interest in and to the following real, personal, and business asset property of Seller:

A. That certain Real Property located at Monument Valley, County of San Juan, State of Utah, more commonly known as Goulding's Monument Valley Lodge and Tours, Executive RV, Inc., d.b.a. Hillside Suites, Gouldings Monument Valley Lodge Tours, and Goulding's Monument Valley Enterprises, located 0.5 miles southwest of the intersection of San Juan County Road No. 422 and County Road No. 421. The land is composed of 670.65 acres, more or less, or 29,213,514 square feet, of fee simple estate, which includes 37.49 acres, more or less, of Navajo Indian Reservation leased land, (Lease 1 of 9.92 acres, more or less, and Lease 2 of 24.56 acres, more or less) which is more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference. The aforementioned real estate and improvements are also subject to the provisions of Article 3.0 of this Agreement.

B. R.G.J. Corporation, Executive RV, Inc., Goulding's Monument Valley Enterprises, L.L.C. are Owners of the assets, improvements, inventories, merchandise, and personal property being purchased by Buyer, described and listed as follows: a self-contained, full-service resort tourist destination and supporting community area. The personal property, improvements, and assets associated with the real property are described as follows: a 152-lodging unit hotel, Hillside Suites, villas, canyon apartments, cabins, luxury home, fourplex guest apartments, duplex guest apartments, and station/airport support rooms (airport Hangar Apartment and 4 Studio Guestrooms). The RV Park and campgrounds included 97 units (66 RV spots, 27 tent sites, 3 cabins, and a home), with one additional home to be added in the near future. The property is also composed of the following: the upper lodge building, the restaurant, an RV Park and campground, employee housing, two pool houses (one at the main Goulding's Lodge and the other at the campground and RV Park), three exclusive cookout areas, a gift shop, a theatre and two museum buildings (old trading post), a grocery store, a laundromat, guest laundry, hotel laundry, lobby work station, a gas service station with food and beverage outlet, grocery store bakery, a car wash, a small airport, airport hangars, a sewer lagoon; water storage tanks, water wells, employee housing and several hiking trails, as well as several improvements that support the operation ( quick-service food and beverage outlets in the grocery store and service station, a guest laundry area at the RV park, several outdoor barbecue areas, a retail area (RV park), tour service with vehicles and maintenance shops, guest showers, guest laundry, office computers, furniture, fixtures, and equipment of the various business centers, storage warehouses and associated shops, elevators, life-safety systems, parking lots, sidewalks, signage, landscaping, administrative offices, and separate guest bath rooms. The business assets also include the following: the

business operations, business support facilities and personal property, good will of the business, business records and accounts, bookings or reservations, merchandise and inventory, furniture, fixtures, and equipment; storage and supply buildings, Sales Records ("hereinafter referred to as the "Real Property" or the "Property" or Property "Assets" or "Purchased Assets") together with all rights, title, and interests of Seller in and to all awards, leases, all tenancies, easements, rights-of-way, licenses, permits (including any permits for water well improvements on the property, (if any)), and water rights (if any) and rights-of-way appurtenant thereto and all recorded and unrecorded easements, and any and all covenants, agreements and appurtenances which attach, benefit, relate to, or are incident to the Real Property, as more particularly described in Exhibit "B". Excluded from the Property are the following and their underlying real estate: the hospital facility and underlying land, which is owned by Utah Navajo Development Council, a Utah non-profit corporation. These business assets are also subject to the provisions of Articles 4.0, 4.10, and 4.20 of this Agreement.

C. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances, all of Seller's right, title, and interest in, to, and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used, or held for use in connection with, the Gouldings Lodge Property (collectively, the "Purchased Assets"), including, without limitation, the following:

(a) all inventory, merchandise, reservations or bookings, consumer goods for sale, Bills of Lading, Orders, finished goods, raw materials, work in progress, packaging, supplies, parts, all property in the business inventory that will be sold to customers, and all other inventories ("Inventory");

(b) all Contracts, including Intellectual Property Licenses, which are a part of Exhibit "E" (the "Assigned Contracts"), attached hereto and incorporated herein by this reference. If upon execution of this Agreement Exhibit "E" is blank, then Seller shall provide Buyer and Escrow Agent with a listing of the Contracts or Agreements required for disclosure by Exhibit "E" within ten (10) business days from the execution of this Agreement;

(c) all intellectual Property Assets;

(d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers ("FF&E"); telephones and other tangible personal property (the "Tangible Personal Property");

(e) all Permits, including Environmental Permits, licenses, consents, authorizations, approvals, registrations and certificates of any Governmental Authority which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets (the "Licenses and Permits"), including without limitations, those which are a part of Exhibit "J";

(f) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets (See Articles 4.0, 4.10, and 4.20), whether arising by way of counterclaim or otherwise;

(g) all rights of recovery, rights of set-off, rights of recoupment, changes, sums and fees (including and such items relating to the payment of taxes);

✓

Λ

- (h) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;
- (i) all insurance benefits, including rights and proceeds, arising from or relating to the Business and the Purchased Assets;
- (j) originals, or where not available, copies of books and records necessary for operations, including but not limited to: machinery and equipment maintenance files, list<sup>s</sup>, customer purchasing histories, price lists, supplier lists, production data, quality purchasing histories, price lists, distribution lists, supplier lists, quality control records and procedures, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), marketing and promotional surveys, material research and intellectual property files relating to the Intellectual Property Assets and the Intellectual Property Licenses ("Books and records"); and
- (k) Inventory and Supplies. All Inventory and Operating Supplies shall be at standard quantities at Closing as determined as follows. For the Hotel – three (3) turns of linen and sixty (60) business days for room amenities and similar supplies. Fuel tanks shall be at a minimum of fifty (50) percent of capacity. For all other Operations and Departments, the inventory and supplies shall be at the average quantities as determined by the average comparable balance sheet amounts for the past two-years.
- (l) Group Sales Records. All group sales contracts and reports from January 1, 2022 through the date of Closing which relate to the Property (the "Group Sales Records").
- (m) All motor vehicles of the business, including tour buses, jeeps, and automobiles.
- (n) Business and employee housing and related improvements.

Articles 4.0, 4.10, and 4.20, below, provides further guidance for the purchase of assets hereunder.

**D. Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets"):

1. All benefit Plans and assets attributable thereto;
2. Any cash or cash equivalents in Seller's name as of the Closing Date;
3. Associated Foods deposit account, Class A Stock, Class C Stock, members patronage Dividend Certificates, Redemption Certificates, Patrons Credit Account, Dairy Efficiency Incentive Deferred, Dairy Advertising Allowance, and Exclusive Brands Trip account, if any.
4. All causes of action and all claims, including all contingent and unliquidated claims of every kind and nature related to the Assets arising, accruing, or existing prior to the Closing Date;
5. The assets, properties and rights specifically set forth in the attached to Exhibit "D"; and

Seller's Personal Property and listing of business inventory not being sold with the Property are attached hereto and incorporated herein as Exhibit "D." If upon execution of this Agreement, Exhibit "D" is blank, then Seller shall provide Buyer and Escrow Agent with the aforementioned listing within ten (10) business days of execution of this Agreement.

E. Appurtenances shall include all buildings used in connection with the business required by Section 1.03 B. above, such as warehouses, service centers, company vehicle garages or service centers, business laundries, washers, dryers, sinks, fixtures, computer service centers and equipment, water and sewer pipelines, company roads, furniture, fixtures, and equipment used in the business enterprises, including, but not be limited to, water rights, if any, and improvements to the property, i.e., houses, buildings, out-buildings, fences, storage sheds) and business Enterprise inventory of sheets, blankets, bed sheets, towels, napkins, dish cloths, table cloths, pots and pans, kitchen equipment fixtures, furniture, (furnishings including chairs and tables), merchandise, fences, bill boards, water pipelines, water ditches, tour and company vehicles, and all other improvements and fixtures of every description presently located on said Property. A listing of such business and personal property is attached hereto and incorporated herein by this reference as Exhibit "B".

F. Landlord interests in all leases with improvements, including two (2) museum buildings, theater, John Wayne's Cabin, airport landing strip, aircraft hangar(s), pilot's lounge and building, maintenance facilities of the business, tenancies, licenses, agreements, and other rights of occupancy or use for any portion of the Real Property, including the lease(s) being more particularly described in Exhibit "C," attached hereto and incorporated herein by this reference. If upon execution of this agreement, Exhibit "C" is blank, then Seller shall provide Buyer with the listing of indentures, leases, licenses and agreements required for disclosure by Exhibit "C" within ten (10) business days from the execution of this Agreement.

G. All of Seller's right, title, and interest in and to all minerals and mineral rights (if any), whether surface or subsurface rights, and all water, water rights and water appropriations (if any), whether ground or surface rights, and their ways of ingress and egress, in connection with the Real Property.

H. Prior to Closing, Seller shall address, mitigate, or remove all of the applicable Recognized Environmental Concerns (REC) listed in Exhibit "A-1", which is attached hereto and incorporated herein by this reference.

All of the foregoing property, and appurtenances described in this Agreement shall be transferred by the Seller to the Buyer free and clear of all liens and unauthorized encumbrances.

**Section 1.04 EARNEST MONEY DEPOSIT.** Upon execution of this Agreement, Buyer, shall pay SEVEN MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$7,140,000) as an earnest money deposit (hereinafter referred to as the "Earnest Money"). If the transaction contemplated by this Agreement closes in accordance with the terms and conditions of this Agreement, at Closing, the Earnest Money shall be delivered by Escrow Agent to Seller as payment towards the Purchase Price and credited toward the purchase price.

Should Buyer refuse to complete the purchase during the 60-day Feasibility Period, in accordance with this Agreement for any reason other than default of Seller, Seller shall be entitled to FIFTY THOUSAND DOLLARS (\$50,000) subject to the above stated schedule, as liquidated damages and discharge Buyer from any and all liability, actual or perceived, under this Agreement.

Should Buyer refuse to complete the purchase subsequent to the 60-day Feasibility Period, in accordance with this Agreement for any reason other than default of Seller, Seller shall be entitled to

SEVEN MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$7,140,000) subject to the above stated schedule, as liquidated damages and discharge Buyer from any and all liability, actual or perceived, under this Agreement.

Should Seller refuse to complete the sale in accordance with this Agreement for any reason other than default of Buyer, SEVEN MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$7,140,000) paid with interest shall be returned to Buyer and Buyer may utilize such remedies as may be available in law or equity.

**Section 1.05 PURCHASE PRICE.** The Purchase Price for the Property to be purchased by Buyer is FIFTY-NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$59,500,000) for the real estate, improvements, personal property, and as described in Exhibits "A", "B," "C," and "E" (hereinafter referred to as the "Purchase Price"). Navajo Nation Business Site Leases 1 and 2 will be assigned to Buyer without charge. The price is \$88,719.89 per acre or \$2.036 per square foot, including improvements, personal property, leases, licenses, furniture, fixtures, equipment, and the other assets listed in Paragraph 1.03 above. The Purchase Price is payable as set forth in Sections 1.04 and 1.05, plus or minus the prorations and fees, payable at the Closing of the Sale.

**Section 1.06 PAYMENT SCHEDULE.** Buyer shall pay all the remaining amount of the Purchase Price, in cash or certified funds, plus or minus prorations and fees, on or before Closing, which shall be no later than ninety (90) business days after opening of escrow.

**Section 1.07 PREPAYMENT; ADVANCING THE CLOSING.** Buyer reserves the privilege to prepay at any time without premium or fee the entire balance of the Purchase Price upon five business (5) days written notice to Seller.

**Section 1.08 CLOSING DELIVERABLES.**

A. At the Closing, Seller shall deliver to Buyer the following:

- (i) Any Escrow Agreement Addendum, if necessary, duly executed by Seller;
- (ii) A bill of sale [in the form of Exhibit "H" hereto/in form and substance satisfactory to Buyer] (the "Bill of Sale") and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;
- (iii) With respect to each parcel of Owned Real Property, a general warranty deed in form and substance satisfactory to Buyer (each, a "Deed") and duly executed and notarized by Seller, in the form attached hereto and incorporated herein as Exhibit "F";
- (iv) The FIRPTA Certificate;
- (v) The certificates of the Chairman of the Board, Authorized Agent or other authorized corporate or company officer of Seller required by Section 3.01 (A) and Section 3.02 (B);
- (vi) Such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and



B. At the Closing, Buyer shall deliver to Seller the following:

- (i) The Purchase Price less the Escrow Amount;
- (ii) Any required Escrow Agreement, if any, duly executed by Buyer;
- (iii) The Assignment and Assumption Agreement duly executed by the Buyer;
- (iv) With respect to each Lease or Contract, an Assignment and Assumption of Lease or Contract duly executed by Buyer, as in conformance with the requirements of the Real Estate and Asset Purchase Agreement;
- (v) The certificates of authorized government officials of Buyer required by Section 4.202(J) and Section 4.202(K).

**Section 1.09 ESCROW: CLOSING.** Buyer shall employ [insert name of Escrow Agent] of Anderson-Oliver Title Insurance Agency, agent of Stewart Title Guaranty Company (81 East 100 South, Post Office Box 1165, Monticello, UT 84535; telephone 435-587-3344; fax: 435-587-2223) as Escrow Agent ("Escrow Agent") in connection with the Agreement, and Buyer and Seller agree that this Agreement shall constitute escrow instructions to Escrow Agent.

A. **OPENING OF ESCROW.** As used herein, the "Opening of Escrow" shall mean that date on which the Escrow Agent receives four (4) fully executed counterparts of this Agreement and the Earnest Money deposit. Seller fully understands that the Navajo Nation Council must approve this agreement by enacting legislation. Thus, the execution of this Agreement with the deposit of Earnest Money is subject to the prior approval of the Naa'bik'iyati' Committee of the Navajo Nation Council and the Navajo Nation Council. Upon the Opening of Escrow, the Escrow Agent shall execute the Approval by Escrow Agent form attached to this Agreement, enter the date of the Opening of Escrow in the date space provided on the Attached Approval by Escrow Agent form, date this Agreement, and shall deliver to each Seller, Seller's attorney, Buyer and Buyer's attorneys one fully executed original counterpart of this Agreement. All counterparts or copies of this Agreement required to be delivered shall be delivered in accordance with Section 5.06 of this Agreement.

B. **ESCROW INSTRUCTIONS.** Upon delivery of a counterpart of this Agreement executed by Buyer and Seller and upon the execution by Escrow Agent of the Approval by Escrow Agent form attached hereto, this Agreement shall constitute instructions to Escrow Agent. If required by Escrow Agent, the parties shall execute the printed form escrow instructions used by Escrow Agent, including any mutually acceptable modification thereto, (hereinafter referred to as "Escrow Instructions"), to which shall be attached an executed copy of this Agreement, and which to either shall constitute instructions to Escrow Agent.

If any of the provisions of this Real Estate and Asset Purchase Agreement conflict with the Escrow Instructions, the provisions of this Real Estate and Asset Purchase Agreement shall govern and control. No provisions of the Escrow Instructions shall excuse any performance by either party at the times provided for in this Agreement, extend the Closing date provided for herein or provide either party hereto with any grace period not provided for in this Agreement, and any such provision in the Escrow Instructions shall be deleted. The parties expressly agree that the "3-day cancellation" provision shall be stricken from the Escrow Instructions and the escrow may be canceled by the non-breaching party immediately upon breach of this Agreement.

C. **CLOSING.** The transaction shall be closed at the office of Anderson-Oliver Title Insurance Agency, 81 East 100 South, Monticello, Utah at 11:00 o'clock a.m., ninety (90) business days after opening of escrow, or such earlier date, or such other location and place, as both parties may agree to in writing (the "Closing Date") except as otherwise provided in this Real Estate and Asset Purchase Agreement after all of the conditions to Closing set forth in Article 4.20 are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing), with five (5) business days' notice in writing to the Seller by Buyer of such intent to an early Closing date.

**Section 1.10 PRE-CLOSING.** The Pre-Closing procedure shall be as follows:

A. **Feasibility Period; Approval and Disapproval:** Buyer shall, on or before the expiration of the Feasibility Period, approve or disapprove the Purchased Assets in its sole discretion by written notice to Seller and Title Company. If Buyer delivers a written notice of disapproval of the Purchased Assets prior to the expiration of the Feasibility Period the Agreement shall be automatically terminated, and the Title company shall immediately pay the Earnest Money Deposit, less FIFTY THOUSAND DOLLARS (\$50,000), to Buyer, and neither Party shall have any further obligation hereunder except for the Surviving Obligations. Buyer's delivery to Seller and Escrow Agent of a written notice of approval, or Buyer's failure to deliver to Seller and Escrow Agent a written notice of approval or disapproval prior to the expiration of the Feasibility Period shall be deemed to constitute Buyer's waiver of its obligation to any matter discovered as a result of its inspections and studies, and its rights to terminate shall lapse and all Earnest Money shall be deemed earned subject only to Seller's meeting its closing obligations created and existing pursuant to this Agreement.

B. Seven (7) business days prior to Closing, Seller shall deposit with escrow Agent:

1. a fully executed and acknowledged General Warranty Deed, attached hereto and incorporated herein as Exhibit "F", and mineral deeds, if required, conveying to Buyer fee simple title to the Real Property subject only to any exceptions shown therein; the title policies as described in Sections 3.01 (E) and 3.05 of this Agreement;

2. an assignment, duly executed and acknowledged by Seller, in recordable form, assigning to Buyer all of Seller's right, title, and interest in and to Business Site Lease 1, Business Site Lease 2, any and all contracts, leases, Intangible Property, Bookings or reservations, merchandise, consumer goods for sale, Bills of Lading, Invoices, Orders, permits or property interests together with all appurtenances, including fixtures, furniture, and any and all reserve or contingency funds or amounts, owned by Seller thereon, in substantially the form as that which is attached hereto as Exhibit "G. There shall be executed assignments of the following contracts: (1) [list all agreements that must be assigned here], (2) and other Contracts. An Assignment of Contract indenture shall be executed substantially in the form which is attached hereto and incorporated herein as Exhibit "G" for all contracts that shall be conveyed.

3. Bill of Sale for all improvements on the Real Property, as well as other Personal Property, Business Personal Property, including all furniture, fixtures, merchandise, consumer goods for sale, business inventories, and any and all reserve or contingency funds or accounts, conveying good title to Buyer free of all liens and encumbrances, in the form attached hereto as Exhibit "H".

4. An assignment duly executed and acknowledged by Seller, in recordable form, assigning to Buyer all of Seller's right, title, and interest in all water rights, water appropriations, whether ground or surface rights on the Real Property, if any, substantially in the form attached hereto as Exhibit "I", and the execution of all documents required to affect such a transfer of rights.

5. any and all documentation required by Article 3.0 of this Agreement that have not previously been tendered by Buyer;

6. an originally executed counterpart of each Contract and all other documents held by Seller with regard to the Lease properties; such other documents or materials necessary, desirable, or incidental to the consummation of the transactions provided for herein which Buyer may reasonably request.

C. No later than seven (7) business days before closing, Buyer shall deliver to the Escrow Agent the payment required by this Agreement as adjusted for the prorations and fees described in Sections 1.05 and 3.09 of this Agreement.

D. Five (5) business days prior to the Closing, Buyer and Seller shall execute (or have executed) and deposit in escrow, as appropriate all other documents necessary for the completion of this transaction. In cases where the forms of documents are attached hereto, such forms shall be used; in cases where required forms for documents customarily employed by reputable title companies or for governmental or private leases or permits in transactions of this kind shall be used.

## ARTICLE 2.0: DEFINITIONS

**Section 2.01 DEFINITIONS.** The following terms have the meanings specified or referred to in this Article 2.0:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) of a Person means the power to, directly nor indirectly, direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or other ownership interests, by Contract or otherwise, including, with respect to a corporation, partnership or limited liability company, the direct or indirect ownership of more than 51% of the voting securities in such corporation or the voting interest in a partnership or limited liability company. Notwithstanding the above, Seller owns LaFont’s Inc. of Arizona that operates the Wetherill Inn in Kayenta, Arizona. LaFont’s Inc. of Arizona shall not be considered an “Affiliate” under this Agreement.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Assigned Contracts**” has the meaning set forth in Section 1.03.C.(b).

“**Assumed Obligations**” means those obligations that, as a material part of the consideration of this Agreement, Buyer expressly agrees at Closing to fully assume and be bound by as terms, conditions, and provisions of Seller’s existing contracts and obligations, if any, which are and, otherwise, shall be identified in the Exhibit “E” attached hereto and incorporated herein by reference. Buyer shall identify and hold harmless Seller from any and all obligations created and existing pursuant to and, otherwise, under the Assumed Obligations that may be incurred or, otherwise, may accrue following the Closing. Seller shall indemnify and hold harmless Buyer from all obligations created and existing pursuant to and, otherwise, under the Assumed Obligations that may be incurred or, otherwise, accrue prior to the Closing and all obligations, contracts, and agreements that are not, otherwise, assumed by Buyer pursuant to this Agreement. Buyer shall pay any reasonable and customary transfer or assignment fees or charges associated with the transfer of the Assumed Obligations.

“**Balance Sheet**” has the meaning set forth in Section 4.03.

“**Balance Sheet Date**” has the meaning set forth in Section 4.03.

“**Bill of Sale**” has the meaning set forth in Section 1.08.A.(ii).

“**Books and Records**” has the meaning set forth in Section 1.03.C.(j).

**"Business"** has the meaning set forth in the recitals to this Agreement.

**"Business Day"** means any day except Saturday, Sunday, or any other day on which commercial banks located in the Navajo Nation are authorized or required by Law to be closed for business.

**"Buyer"** has the meaning set forth in the preamble to this Agreement.

**"Buyer's Agent"** is the Buyer's Lessee of the Property: the Navajo Nation Hospitality Enterprise

**"Buyer's Accountants"** means the Navajo Nation Hospitality Enterprise and the Office of the Controller of the Navajo Nation.

**"CERCLA"** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

**"Closing"** has the meaning set forth in Section 1.09.C.

**"Closing Date"** has the meaning set forth in Section 1.09.C.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Contracts"** means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

**"Deed"** has the meaning set forth in Section 1.08.A.(iii).

**"Dollars or \$"** means the lawful currency of the United States.

**"Encumbrance"** means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

**"Environmental Attributes"** means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that have been held, allocated to or acquired for the development, construction, ownership, lease, operation, use or maintenance of the Business or the Purchased assets or as of: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Law or term or condition of any Environmental Permit.

**"Environmental Claim"** means an Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

**"Environmental Law"** means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980. As amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984. 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution

Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

**“Environmental Notice”** means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

**“Environmental Permit”** means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

**“ERISA Affiliate”** means, with respect to any Person, any other Person that, together with such first Person, would be treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.

**“Escrow Agent”** means the entity designated to serve as escrow agent under the Escrow Agreement.

**“Escrow Agreement”** means the Escrow Agreement among Buyer, Seller and the Escrow Agent and held in escrow pursuant to the Escrow instructions set forth in this Agreement.

**“Earnest Amount”** means the sum of \$7,140,000 to be deposited with the Escrow Agent and held in escrow pursuant to the Escrow instructions set forth in this Agreement.

**“Feasibility Period”** means sixty (60) business days from the Opening of Escrow.

**“Financial Statements”** has the meaning set forth in Section 4.03.

**“FIRPTA Certificate”** has the meaning set forth in Section 4.202.(L).

**“OCBOA”** means Other Comprehensive Basis of Accounting as defined by the American Institute of Certified Public Accountants.

**“Governmental Authority”** means any federal, state, local, tribal, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal or competent jurisdiction.

**“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

**“Hazardous Materials”** means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

**“HSR Act”** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

**“Intangibles”** means any and all of the following, to the extent owned by Seller that are assignable transferable, that relate to or, otherwise, affect in any way, the design, construction, ownership, use, occupancy, lease, maintenance, service, or operation of the Land, Improvements, or the Personal Property: (i) warranties, guaranties, indemnities, and claims for the benefit of Seller (collectively, the “Warranties”); (ii) licenses, permits, utility reservations, certificates of occupancy, and similar instruments or documents issued by any federal, state, tribal, local, or municipal authority or, otherwise, by any private party, so long as assignments can be made without material cost to Seller (collectively, the “Licenses”); (iii) trade names, trade styles, trademarks, service marks, domain names, websites, and other identifying materials and, otherwise, information, and all variations and derivatives thereof, together with all related goodwill

(collectively, the "Trade Names") (it being understood and agreed that the name of the hotel chain to which and, otherwise, with which the Property is affiliated by franchise or other license agreement is a protected name and, otherwise, registered service mark of such hotel chain to which and, otherwise, with which the Property is affiliated by franchise or other license agreement is protected name and, otherwise, registered service mark of such hotel chain and cannot be transferred to Buyer by this Agreement); (iv) plans, drawings, specifications, surveys, soil reports, engineering reports, inspection reports, environmental audits, and other technical descriptions and reports associated with the Property, to the extent the same are in Seller's possession or, otherwise, control (collectively, the "Plans and Specs").

**"Intellectual Property"** means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications; and (f) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

**"Intellectual Property Assets"** means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted.

**"Intellectual Property Licenses"** means all licenses, sublicenses and other agreements by or through which other Persons, including Seller's Affiliates, grant Seller exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted.

**"Intellectual Property Registrations"** means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

**"Interim Financial Statements"** has the meaning set forth in Section 4.03.

**"Inventory"** has the meaning set forth in Section 1.03.C.(a).

**"Knowledge of Seller or Seller's Knowledge"** or any other similar knowledge qualification, means the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

**"Leased Real Property"** has the meaning set forth in Section 1.03.F.

**"Leases"** has the meaning set forth in Section 1.03.F.

**"Liabilities"** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

**"Losses"** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers;



*provided, however*, that "Losses" shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

**"Material Adverse Effect"** means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement, except pursuant to Section 4.02 and Section 4.108; (vi) any changes in applicable Laws or accounting rules, including OCBOA; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.]

**"Material Contracts"** has the meaning set forth in Section 4.06.A.

**"Material Customers"** has the meaning set forth in Section 4.11.A.

**"Material Suppliers"** has the meaning set forth in Section 4.11.A.

**"Permits"** means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

**"Permitted Exceptions"** means the defects, liens, encumbrances, and other matters affecting title to the Property to which Buyer does not object or, otherwise, is deemed to have accepted in accordance with the terms of this Agreement

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

**"Purchase Price"** has the meaning set forth in Section 1.05.

**"Personal Property"** means any and all of Seller's rights, titles, and interests in equipment, furniture, fixtures, supplies, and other items of tangible personal property situated at the Gouldings Lodge and more fully set forth at Exhibits "A" and "B" of this Agreement and relating to the ownership or operation of the Property, including, but not limited to all furniture, furnishings, fixtures, equipment, signs; all heating, lighting, plumbing, drainage, electrical, air conditioning, and other mechanical fixtures, equipment, and systems; all elevators, escalators, and related motors, and boiler pressure systems and equipment, all shelving and partitions; all ventilating equipment, all incinerating and disposal equipment; all pool and fitness equipment and furnishings; all vans, automobiles, and other motor vehicles; all carpet, drapes, beds, furniture, televisions, telephones, and other furnishings and devices; and all stoves, ovens, freezers, refrigerators, dishwashers, disposals, and kitchen equipment and utensils, tables, and chairs.

**"Proceeding"** means any action, cause of action, charge, suit, hearing, claim, complaint, dispute, controversy, lawsuit, litigation, investigation, inquiry, audit, examination, arbitration or proceeding (in each case, whether civil, criminal or administrative or at law or in equity) by or before a Governmental Authority.

**"Purchased Assets"** has the meaning set forth in Section 1.03.C.

**"Real Property"** means, collectively, the Owned Real Property and the Leased Real Property, as more fully set forth at Exhibits "A" and "C" of this Agreement.

**"Release"** means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).



**"Representative"** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

**"Restricted Period"** has the meaning set forth in Section 4.107(a).

**"Seller"** has the meaning set forth in the preamble to this Agreement.

**"Tangible Personal Property"** has the meaning set forth in Section 1.03.C

**"Taxes"** means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

**"Tax Return"** means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**"Title Commitment"** means a current Commitment for Title Insurance for the issuance to Buyer of the Title Policy from the Title Company pertaining to the land.

**"Title Company"** shall have the same meaning as the Escrow Agent set forth and, otherwise, designated in Section 1.09 of this Agreement.

**"Transaction Documents"** means this Agreement, The Real Estate and Asset Purchase Agreement, the Escrow Instructions set forth in this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Intellectual Property Assignments, Deeds, Assignment and Assumption of Leases, [the Transition Services Agreement,] *[LIST OTHER TRANSACTION DOCUMENTS]* and the other agreements, instruments and documents required to be delivered at the Closing.

**"WARN Act"** means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local, and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

### **ARTICLE 3.0: REAL ESTATE AND PURCHASED ASSETS**

**Section 3.01 REPRESENTATIONS AND WARRANTIES OF SELLER.** To induce Buyer to enter into this Agreement and to purchase the Real and Personal Property, Seller represents and warrants the following to Buyer, all of which are true as of the date hereof, shall be true at the Closing, and shall survive the Closing, and delivery of the Deed:

A. Seller, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah corporation, and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company, collectively, doing business as Gouldings Monument Valley Lodge and Tours, Mr. Wayland LaFont, Managing Member and Authorized Agent, of the aforesaid corporations and limited liability company is the owner of the Property. Sellers are duly empowered and authorized to engage in the Sale of Real Property and Business assets, in or out of the ordinary course of business.

B. Seller's signatory has the full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Seller is duly authorized to execute, deliver, and perform this agreement pursuant to the Articles of Incorporation and Bylaws of the Corporation and a corporate resolution duly certified, or Articles of Organization, as authorizing the Sale of the Real and Personal Property by the Managing Member or authorized company official.

C. The consummation of the transaction contemplated by this Agreement will not violate or result in a breach by Seller of, or constitute a default under, or conflict with, or cause any acceleration of any obligation with respect to (i) any provisions or restrictions of Seller's corporate or estate agreements,

articles of incorporation, bylaws, or any loan, or indenture, or mortgage of Seller, or (ii) any provisions or restrictions of any lien, lease agreement, contract, mortgage, instrument, order, judgment, award, decree, ordinance or regulations or any other restriction of any kind or character to which any assets or properties of Seller are subject or by which Seller is bound.

D. Seller is not aware of any actions, suits, or proceedings arising out of or affecting the Real Property. Seller has no knowledge of any other claims, actions, suits, or other proceedings, threatened or pending, by any person, governmental agency, or other entity arising out of or affecting the Real or Personal Property.

E. Seller has good, marketable, and insurable title to the Real Property, free and clear of all mortgages, encumbrances, security interests, covenants, conditions, restrictions, rights-of-way (other than those for public utilities and public roads), easements (other than those for public utilities), judgments, and other matters affecting title or interests excepting only the exceptions approved by Buyer and shown in the commitment for title insurance. As of the Closing date, no person, partnership, or legal entity shall be entitled to any claim for mechanic's, material men's, or laborer's liens for work or materials ordered by Seller against the Real Property.

F. Seller shall obtain the release of the following Mortgages, Deeds of Trust, and recourse Security Interests at Closing:

- a. (Reserved)
- b. Payment of property tax.

G. Seller shall transfer all leases or permits, including the water permit (if any), clear of all mortgages, liens, encumbrances, and restrictions, and other matters affecting interest.

H. There are no written or oral contracts of Seller applicable to the Real or Personal Property that are not terminable upon the sale of the Real or Personal Property, or upon thirty (30) business days' notice except those on file with the Navajo Land Department office as of May 1, 2022, and those easements and leases after May 1, 2022 will be furnished to the Navajo Land Department prior to Closing.

I. All real and personal property taxes due and payable in connection with the use and ownership of the Real and Personal Property prior to the Closing date will be or have been, paid in full; however, real property taxes will be prorated to Closing date.

J. To the knowledge of Seller, there are no condemnation or similar proceedings against the Real Property either pending or anticipated.

K. To the knowledge of Seller, there are no contemplated changes in any applicable laws, ordinances, regulations, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon the Real Property, which would prevent, limit, impede, or render more costly Buyer's contemplated use of the Real Property.

L. To the knowledge of Seller, Seller is in compliance with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Real and Personal Property.

M. To the knowledge of Seller, no portion of the Real or Personal Property is affected by any special assessments, whether or not constituting a lien thereon.

N. All documentation and written information furnished or to be furnished by Seller to Buyer is at the time it is furnished, or as of the Closing true, correct, and complete, and is not materially misleading, and Seller warrants that all such documents and information were prepared in the ordinary course of business.

O. Seller shall enter into no lease relating to the Real or Personal Property after the date hereof which extends beyond the Closing date or which reduces the value of the Real or Personal Property.

P. Seller is not now, and will not at the Closing date, be in default under any covenant, condition, restriction, reservation, easement, or right-of-way related to the Real or Personal Property or the operation or maintenance thereof.

Q. No person or entity has any right or option to acquire the Real or Personal Property or any portion thereof or any interest therein or to modify any existing right or interest therein.

R. Equipment and personal property, either movable, transferable, or affixed to the Real Property, included in this Agreement are free and clear, whether recorded or not recorded, of any liens, mortgages, collateral, and encumbrances, and that title to the equipment and personal property are not in the possession of or under claim by any other person or persons, commercial entities, or governmental bodies other than Seller.

S. All improvements affixed to the Real Property are free and clear, whether recorded or not recorded, of any liens, mortgages, collateral, and encumbrances, and that title to these improvements is not in the possession of or under claim by any other person, commercial entities, government bodies or agencies, other than Seller except for improvements affixed to premises by any tenant.

T. There are no maintenance, supply, management or other contracts, licenses or agreements affecting the Property other than as set forth in Exhibits "C" and "E". The Contracts are in full force and effect, no default exists thereunder by either party, all amounts due thereunder have been paid and all of the Contracts are freely assignable by Seller.

U. Condition of Assets. All assets are in operating condition and not in need of repair, subject to normal wear and tear and maintenance, as of the Closing.

V. With respect to matters performed or contracts entered into by the Seller, there are no employees of Seller or any person or entity with respect to the Property and no employees were hired in respect of the Property, who may make any claim of any nature against Buyer or the Property.

W. No services, material, or work have been performed or supplied by Seller to any portion of the property for which payment has not been made in full.

X. Without limiting the scope or effect of any other representation, warranty, or agreement contained in this Agreement:

1. Seller has not received any notice of any outstanding or threatened order, notice of violation or noncompliance from any federal, state, county, municipal, or other applicable authority regulating environmental or health and safety matters in connection with the use and operation of the Property;

2. Seller has no actual knowledge of any outstanding or threatened payments, claims or judgments against Seller, private or governmental, arising under any federal, state, municipal or other applicable environmental of health and safety laws, regulations, orders, or requirements;

3. Buyer may terminate this contract if notice is received from appropriate environmental authorities to remedy or clean up any leakage or spill of hazardous, toxic, or hazard waste chemicals of materials. Seller's warranties set forth in this Section shall survive the Closing and delivery of the Deed.

**Section 3.02 REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer represents and warrants the following to Seller:

A. Buyer is a sovereign Indian Nation with the full power and authority to enter into this Agreement and to carry out the transaction contemplated hereby.

B. There are no actions, suits, or other litigation pending or, to the knowledge of Buyer, threatened against or affecting Buyer's business, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to Buyer, would individually or in the aggregate prevent Buyer from consummating the transaction contemplated by this Agreement.

C. The Buyer has all requisite governmental and corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the Transactions. The execution, delivery and performance by the Buyer of this Agreement, and the consummation by the Buyer of the Transactions, have been duly authorized by all necessary Navajo Nation Tribal Councils and legislative and governmental divisions and authorities on the part of the Buyer, and no other Navajo Nation governmental action is necessary on the part of the Buyer to authorize this Agreement or to consummate the Transactions. This Agreement has been duly executed and delivered by the Buyer, and, assuming the due authorization, execution and delivery by the Sellers, this Agreement constitutes a valid and binding obligation of the Buyer, enforceable against the Buyer, in accordance with its terms, except as limited by general principles of equity, whether such enforceability is considered in a Proceeding in equity or at law.

D. The consummation of the transaction contemplated hereunder will not result in a breach of any provision of any agreement or default under any contractual obligation of Buyer.

E. The Buyer has, and at the Closing will have, available cash or other resources in amounts sufficient to (i) pay the Purchase Price payable at 1.05 and to satisfy all other payments required by this Agreement (whether payable before, at or after the Closing), (ii) pay any related fees, costs and expenses incurred by the Buyer or its Affiliates in connection with the Transactions and (iii) otherwise consummate the Transactions.

F. At the conclusion of the Feasibility Period the Buyer will have conducted to its satisfaction its own independent review and analysis of, and based thereon has formed an independent judgment concerning, the Purchased Assets and the assets, properties, liabilities, condition, operations and prospects of the business of the Seller. In entering into this Agreement, the Buyer has relied solely upon its own review and analysis and the specific representations and warranties of the Sellers and not on any other representations, warranties, statements or omissions (whether by another Person or the Seller). The Buyer acknowledges and confirms that, except for the representations and warranties expressly set forth above, the Seller, or any of their respective Representatives have made, or shall be deemed to have made, and the Buyer has not relied on, is not relying on and hereby disclaims reliance upon, any other representation or warranty, express or implied, at law or in equity, in respect of the Purchased Assets or the assets and properties of the Seller, including with respect to (a) merchantability or fitness for any particular purpose, (b) the operation of the business of the Seller after the Closing, (c) the probable success or profitability of the business of the Seller after the Closing or (d) the accuracy or completeness of any information provided or obtained or the appropriateness or suitability of such information for the purposes of enabling the Buyer to evaluate the consummation of the sale. Other than with respect to any claim by Buyer, or their respective Representatives for Fraud, the Seller, or any of their respective Affiliates or Representatives will have or be subject to any liability to the Buyer or any other Person resulting from the sale to the Buyer, its Affiliates or their respective Representatives of, or the Buyer's use of or reliance on, any information relied on in expectation of the sale. At the conclusion of the Feasibility Period the Buyer confirms that the Seller has made available to the Buyer and the Buyer's Representatives such opportunity to ask questions of the personnel of the Seller, as well as such access to the offices, properties and books and records of the business of the Seller as deemed appropriate by the Buyer in connection with its determination to enter into this Agreement and consummate the sale.

### **Section 3.03 OPERATION OF THE BUSINESS AND BUSINESS ENTERPRISES PRIOR TO CLOSING.**

A. **Operating the Business and Business enterprises in the Ordinary Course of Business.** From the date of this Agreement until the Closing or earlier termination of this Agreement, the Seller shall operate the Business and Business enterprises in the ordinary course of business, including, without limitation, (i) maintaining all existing insurance coverage's (or adequate replacement thereof), (ii) maintaining bookings or reservations, inventories of Supplies and Retail Merchandise in the ordinary course of business, and (iii) performing maintenance and repairs of the Business and Business enterprises in the ordinary course of business.

B. **Contracts and Leases.** From the date of this Agreement until the Closing or earlier termination of this Agreement, the Seller shall not, except in the ordinary course of business, (i) amend, modify, extend, renew, or terminate any existing Contracts, Leases, Licenses or Permits, in each case without the Buyer's prior written consent, which consent shall not be withheld or delayed unreasonably, nor (ii) enter into any new Contracts, unless such new Contracts are terminable by the Buyer, without any termination fee, upon no more than thirty (30) business days' notice.

C. **Licenses and Permits.** The Buyer shall be responsible for obtaining the transfer of all Licenses and Permits (to the extent transferable) or the issuance of new licenses and permits. The Buyer, at its cost and expense, shall submit all necessary applications and other materials to the appropriate Governmental Authority and take such other actions to affect the transfer of Licenses and Permits or the issuance of new licenses and permits as of the Closing Date.

**Section 3.04 INDEMNIFICATION OF BUYER.** Seller shall indemnify and hold Buyer harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney's fees, that Buyer shall incur or suffer, which arise, result from, or relate to any breach of or failure by Seller to perform any of its representations, warranties, or covenants in this Agreement or in any other instrument furnished or to be furnished by Seller under this Agreement. Buyer shall promptly notify Seller of the existence of any claim, demand, or other matter to which Seller's indemnification obligations would apply and shall give Seller a reasonable opportunity to defend the same at Seller's own expense and with counsel of Seller's own selection, provided that Buyer shall at all times also have the right to participate in the defense at its own expense.

**Section 3.05 WARRANTY DEED AND TITLE POLICY.** At the Closing, Seller shall execute, acknowledge, and deliver to Buyer a Warranty Deed (the "Deed") in such form as will convey to Buyer good, merchantable, and marketable title in fee simple to the Real Property, consistent with the representations stated in Sections 1.03, 3.01 and 3.05 herein. Seller shall also, at their expense, deliver at the Closing a Title Insurance Policy in the amount of the total purchase price insuring good, merchantable, and marketable title in fee simple to the Real Property in the Buyer with exceptions only for the Buyer approved permitted exceptions. Seller agrees to deliver and convey possession of the subject property to Buyer at the Closing.

**Section 3.06 OBLIGATIONS AND COVENANTS OF SELLER PENDING THE CLOSING.** From the date of this Agreement until the Closing date, Seller shall:

A. Maintain and operate the Real and Personal Property in substantially the same condition and manner as such properties are presently maintained and operated, and make all repairs and replacements required with respect to such properties.

B. Execute and deliver to Buyer all written consents and authorizations as may be necessary in the opinion of Buyer, to make a search of the records of any governmental agency or authority having jurisdiction, in order to verify any provision, covenant, agreement, condition, warranty or representation made by Seller in this Agreement.

C. Permit Buyer and/or designated agents to inspect the Property.

D. Provide all services and perform all work required to be provided or performed by Seller, and comply in all respects with its obligations as lessor and/or lessee pursuant to the provisions of each of the leases or agreements, if any.

E. Maintain all insurance coverage currently in effect on the Property.

F. Without Buyer's prior written consent, from the date of this Agreement until the Closing date, Seller shall not:

1. Remove any article of property affixed to the Property except as may be necessary for repairs; provided, however, that any article so removed for repairs shall be returned to the Property promptly upon its repair and shall remain a part of the Property whether or not such article shall be located on the Property at the time of the Closing.

2. Modify, amend, and renew, extend, terminate or otherwise alter any of the Leases or Contracts for occupancy of the Property or waive any of Seller's rights thereunder or

enter into any new lease or occupancy agreements without the prior written consent of Buyer.

3. Enter into any employment, service, maintenance, supply or management contract affecting the Property which extends beyond the Closing date; or

4. Undertake or commence any renovation or alterations to any of the improvements, except those necessary to comply with the provisions of this Agreement.

**Section 3.07 RISK OF LOSS, DAMAGE, OR DESTRUCTION.** All risk of loss, damage, or destruction to the premises shall be borne exclusively by Seller until Closing. Seller shall deliver possession of the premises and improvements to Buyer at Closing in as good a condition as they are now, reasonable wear and tear excepted. In the event of any damage to any of the improvements comprising the property by fire or other casualty, this Agreement shall remain in full force and effect. Seller shall restore or repair such damage as soon as possible; all work to be done in a good and proper manner so that the property shall have been restored to its condition immediately prior to the fire or casualty. If the Property is not restored into its condition prior to the fire or casualty, Buyer has the option, at its sole discretion, to terminate this Real Estate and Asset Purchase Agreement, in which case, the Buyer shall be entitled to a refund of all the Earnest Money, and the Seller and the Buyer shall have no further rights or obligations under this Real Estate and Asset Purchase Agreement. If Buyer shall elect, Seller shall refrain from repairing any such damage and Buyer shall accept the conveyance of the Property in such damaged condition, and Seller shall assign and transfer to Buyer, at the time of Closing, all of the policies of insurance covering such damage or casualty and the proceeds thereof. If the Closing Date is scheduled to occur within the Buyer's five (5) day election period, in the event of Property destruction, damage, or casualty, the Closing Date shall be extended thirty (30) business days. Buyer shall make any elections provided for herein by delivery of written Notice to Seller.

**Section 3.08 GENERAL CONDITIONS PRECEDENT TO CLOSING.** Buyer's obligation to consummate the purchase of the real property and to close this transaction is conditioned upon the satisfaction of each of the following general conditions within the applicable time periods hereinafter specified:

A. Approval by Buyer of preliminary title reports or commitments for a title insurance policy covering the real properties prepared and agreed to by Buyer and all exceptions, stipulations, conditions, and requirements contained therein. On or forty-five (45) business days prior to Closing, Seller shall furnish to Buyer current title reports and commitments for title insurance together with legible copies of all matters of record listed as exceptions therein (complete title reports). Seller shall also deliver legible copies of all recorded and unrecorded encumbrances, including leases, permits, rights-of-way, liens, citations, or other indentures, agreements, or occupancy agreements. Buyer shall notify Seller and the title company in writing by certified mail of Buyer's disapproval of any matter contained in said reports and absent such notice, Buyer shall be deemed to have approved the title. If Buyer so disapproves of any matter contained in said reports, Seller may attempt to cure Buyer's objections prior to the Closing date. If Seller cannot cure any such objections before the Closing date, Buyer may accept the same and abate the purchase price in an amount agreed upon by the parties hereto, or terminate this Agreement with a refund of the Earnest Money paid by Buyer.

B. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by Seller prior to or as of the Closing.

C. All other documents required to be delivered by Seller at or prior to the Closing date shall have been delivered or shall be tendered at the Closing.

D. All the representations and warranties of Seller set forth in this Agreement shall be true at and as of the Closing in all respects as though such representations and warranties were made at and as of the Closing.

E. Seller shall not have made an assignment for the benefit of creditors or admitted in writing his inability to pay his debts as they mature, shall not have been adjudicated as bankrupt or filed a petition in voluntary or involuntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the Federal Bankruptcy law or any other similar law or statute of the United States or any State or Indian Nation, and no such petition shall have been filed against it.

**Section 3.09 PRORATIONS.** The following items shall be prorated, including the payment of fees, between the Seller and the Buyer as of the Closing date in the following manner:

A. Seller shall pay all taxes general and special, and special assessments, against the Real Property which are due or have accrued or are a lien as of the Closing date. All taxes assessed (exclusive of rebates and penalties) becoming due and accruing during the calendar year in which the Deed is delivered shall be prorated between Seller and Buyer on the basis of the prior calendar year as of the Closing date.

B. All Closing costs, including escrow fees, recording fees, and title insurance costs, shall be paid by Buyer and Seller equally. The costs for any extended policy of insurance shall be borne by the Party requesting such extended coverage.

C. Any uncured title objections by Buyer.

**Section 3.10 POSSESSION.** Possession of the Real Property shall be delivered to Buyer immediately upon Closing. From the date of the execution of this Agreement until the date of Closing, Seller shall retain full usage and possession of the real and personal property. No lease or grant of easement after the date of the execution of this Agreement shall be entered into without the prior written consent of Buyer.

**Section 3.11 DEFAULTS AND REMEDIES.** In the event either party fails to perform any term or condition of this Agreement when due, then before an event of default shall allow the non-defaulting party to exercise its remedies, and the following shall take place. The non-defaulting party shall give the defaulting party written notice of the default, and thereafter the defaulting party shall have ten (10) business days to cure the default. In the event the default is not cured within that time limit, then the non-defaulting party may pursue all rights and remedies under this Agreement at law or in equity, including without limitation, canceling this Agreement and receiving the Earnest Money deposit.

## **ARTICLE 4.0: ASSETS**

### **ARTICLE 4.0: REPRESENTATIONS AND WARRANTIES OF SELLER**



Seller represents and warrants to Buyer that the statements contained in this Article 4.0 are true and correct as of the date hereof.

**Section 4.01 ORGANIZATION AND QUALIFICATION OF SELLER.** Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Utah, has full corporate power and authority and is also a limited liability company in good standing under the laws of the State of Utah to own, operate, or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

**Section 4.02 NO CONFLICTS; CONSENTS.** The execution, delivery and performance by Seller of this Agreement and other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws, or articles of organization of the limited liability company or other organization documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. No consent, approval, Permit, Governmental Order, declaration of filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for such filings as may be required under the HSR Act.

**Section 4.03 FINANCIAL STATEMENTS.** Complete copies of the financial statements consisting of the balance sheet of the Business as at December 31<sup>st</sup> in each of the years 2022, 2021, 2020, 2019 and 2018 and the related statements of income and retained earnings, stockholder's equity and cash flow for the years then ended (the Financial Statements"), and interim financial statements consisting of the balance of the Business as at [DATE OF MOST RECENT QUARTER END] and the related statements of income and retained earnings, stockholders' equity and cash flow for the period then ended (the "Interim Financial Statements" and together with the Financial Statements, the "Financial Statements") have been delivered to Buyer. The Financial Statements have been prepared on an income tax accrual basis OCBOA throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes. The Financial Statements are based on the books and records of the Business, and fairly present in all material respects, the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business periods indicated. Seller maintains a standard system of accounting for the Business established and administered on an income tax accrual basis OCBOA.

**Section 4.04 UNDISCLOSED LIABILITIES.** Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

**Section 4.05 ABSENCE OF CERTAIN CHANGES, EVENTS, AND CONDITIONS.** Other than in the ordinary course of business consistent with past practice, there has not been any:

- (a) Event, occurrence, or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
- (b) Material changes in any method of accounting or accounting practice for the Business or as disclosed in the notes to the Financial Statements;
- (c) Entry into any Contract that would constitute a Material Contract;
- (d) Incurrence, assumption, or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice.
- (e) Transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in Balance Sheet, except for the sale of Inventory in the ordinary course of business.
- (f) Cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;
- (g) Transfer, assignment, or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Licenses;
- (h) Material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;
- (i) Acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit.
- (j) Imposition of any Encumbrance upon any of the Purchased Assets;
- (k) Adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
- (l) Purchase, lease, or other acquisition of the right to own, use, or lease any property or assets in connection with the Business for an amount in excess of \$25,000, individually (in the case of a lease, per annum) or \$75,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of Inventory or supplies in the ordinary course of business consistent with past practice;
- (m) Except those assets more fully set forth on Exhibit D, at the Closing (as herein defined), Seller shall sell, and Buyer shall purchase, all of Seller's right, title, and interest in and to the real, personal, and business assets Property of Seller.

**Section 4.06 MATERIAL CONTRACTS.**

✓ A. Exhibit "E," lists each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Real or Personal Property (including without limitation, brokerage contracts)) listed or otherwise disclosed in Section 1.03 and all contracts relating to Intellectual Property which are attached hereto as Exhibit "E," being "Material Contracts":

- (i) All Contracts involving aggregate consideration in excess of \$25,000 and which, in each case, cannot be cancelled without penalty or without more than 30 business days' notice;
- (ii) All Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions;
- (iii) All Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person.
- (iv) All Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise).
- (v) All broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;
- (vi) All employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 30 business days' notice.
- (vii) Except for contracts relating to trade receivables, all Contracts relating to indebtedness (including without limitation, guarantees);
- (viii) All Contracts with any Governmental Authority;
- (ix) All Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;
- (x) All joint venture, partnership, or similar Contracts;
- (xi) All Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;
- (xii) All powers of attorney with respect to the Business or any Purchased Asset;

- (xiii) All collective bargaining agreements or Contracts with any Union; and
- (xiv) All other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this Section 4.06.

B. Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) [in any material respect], or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or threatened under a Contract included in the Purchased Assets.

**Section 4.07 TITLE TO PURCHASED ASSETS.** Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets (including leasehold interests) are free and clear of Encumbrances:

A. Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures and for which there are adequate accruals or reserves on the Balance Sheet:

B. Mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business or the Purchased Assets;

C. Easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the Business or the Purchased Assets, which do not prohibit or interfere with the current operation of and Real Property and which do not render title to any Real Property unmarketable; or

D. Other than with respect to Owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the Business of the Purchased Assets.

**Section 4.08 CONDITION AND SUFFICIENCY OF ASSETS.** The buildings, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property included in the Purchased Assets are structurally sound, are in good operation condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially

the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct Business as currently conducted.

**Section 4.09 INTELLECTUAL PROPERTY.**

A. Exhibit "E", lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets that are not registered but that are material to the operation of the Business. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of the file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

B. Seller owns, exclusively or jointly with other Person(s), all right, title and interest in and to the aforementioned Intellectual Property Assets, free and clear of Encumbrances. Without limiting the generality of the foregoing, Seller has entered into binding, written agreements with every current and former employee of Seller and with every current and former independent contractor, whereby such employees and independent contractors (i) assign to Seller any ownership interest and right they may have in the Intellectual Property Assets; and (ii) acknowledge Seller's exclusive ownership of all Intellectual Property Assets. Seller has provided Buyer with true and complete copies of all such agreements. Seller is in full compliance with all legal requirements applicable to the Intellectual Property Assets and Seller's ownership and use thereof.

C. Exhibit "E," lists all Intellectual Property Licenses. Seller has provided Buyer with true and complete copies of all such Intellectual Property Licenses. All such Intellectual Property Licenses are valid, binding, and enforceable between Seller and the other parties thereto, and Seller and such other parties are in full compliance with the terms and conditions of such Intellectual Property Licenses.

D. The Intellectual Property Assets and Intellectual Property Licenses as currently or formerly owned, licensed, or used by Seller to or proposed to be conducted by Buyer have not, do not and will not infringe, violate or misappropriate the Intellectual Property of any person. Seller has not received any communication, and no Action has been instituted, settled, or to Sellers's Knowledge, threatened that alleges any such infringement, violation or misappropriation, and none of the Intellectual Property are subject to any outstanding Governmental Order.

E. Exhibit "E" lists all licenses, sublicenses, and other agreements pursuant to which Seller grants rights or authority to any Person with respect to any Intellectual Property Assets or Intellectual Property Licenses, Seller has provided Buyer with true and complete copies of all such agreements. All such agreements are valid, binding, and enforceable between Seller and the other parties thereto, and Seller and such other parties are in full compliance with the terms and conditions of such agreements. No Person has infringed, violated or misappropriated, or is infringing, violating, or misappropriating, any intellectual Property Assets.

**Section 4.10 INVENTORY.** All Inventory, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller free and clear of all encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller.

**Section 4.11 CUSTOMERS AND SUPPLIERS.**

A. Seller has not received any notice, and has no reason to believe, that any of the Material Customers have ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

B. Seller has not received any notice, and has no reason to believe, that any of the Material Suppliers have ceased, or intends to cease, to supply goods or services to the Business or to otherwise terminate or materially reduce its relationship with the Business.

**Section 4.12 INSURANCE.** There are not claims related to the Business, the Purchased Assets pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates have received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any such Insurance Policies. All premiums due for such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solved; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable laws and Contracts to which Seller is a party or by which it is bound. True and complete copies of the Insurance Policies have been made available to Buyer.

**Section 4.13 LEGAL PROCEEDINGS: GOVERNMENTAL ORDERS.**

A. There are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (a) relating to or affecting the Business or the Purchased Assets; or (b) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for any such Action.

B. There are no outstanding Governmental Orders and no unsatisfied judgements, penalties or awards against, relating to, or affecting the Business or Purchased Assets.

**Section 4.14 COMPLIANCE WITH LAWS; PERMITS.**

A. Seller has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

B. All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Exhibit "C" lists all current permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Exhibit "C".

**Section 4.15 ENVIRONMENTAL MATTERS.**

A. The operations of Seller with respect to the Business, Property, and the Purchased Assets are currently and have been in compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Business, Property, or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

B. Seller has obtained and is in material compliance with all Environmental Permits, which are listed in Exhibit "J" and a copy of the Permits will be available upon request by Buyer, necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets or Property, and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets or Property. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event, or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

C. None of the Business, Property, or the Purchased Assets or any real property currently or formerly owned, leased, or operated by Seller in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

D. There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business, Property, or the Purchased Assets, and Seller has not received an Environmental Notice that any of the Business, Property, or the Purchased Assets (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit, by Seller.

E. Exhibit "J" contains a complete and accurate list of all active or abandoned above-ground or underground storage tanks owned or operated by Seller in connection with the Business, Property, or the Purchased Assets.

F. Exhibit "J" contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and any predecessors in connection with the Business, Property, or the Purchased Assets as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

G. Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

H. Seller has provided or otherwise made available to Buyer and listed in Exhibit "J": (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business, Property, or the Purchased Assets which are in the possession or control of Seller related to compliance with environmental Laws,

Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment, and operational changes).

✓ I. Seller is not aware of or reasonably anticipates, as<sup>of</sup> the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business costs associated with the ownership, lease, operation, performance or use of the Business, Property, or the Purchased Assets as currently carried out.

J. Seller owns and controls all Environmental Attributes (a complete and accurate list of which is set forth in Exhibit "J") and has not entered into any contract or pledge to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any Environmental Attributes as of the date hereof. Seller is not aware of any condition, event or circumstance that might prevent impede or materially increase the costs associated with the transfer (if required) to Buyer of any Environmental Attributes after the Closing Date.

#### **Section 4.16 TAXES.**

A. All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been or will be timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been or will be, timely paid.

B. Seller has withheld and paid each tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

C. All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid.

D. Seller is not a party to any Action by any taxing authority. There are not pending or threatened Actions by any taxing authority.

E. There are no Encumbrances for Taxes upon any of the Purchased Assets nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

F. Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

G. Seller is not, and has not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

H. None of the Purchased Assets is property that Seller is required to treat as being owned by any other person pursuant to the so-called "safe and harbor lease" provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended.



I. None of the Purchased Assets is tax-exempt use property within the meaning of Section 168(h) of the Code.

**Section 4.17 FULL DISCLOSURE.** No representation or warranty by Seller in this Agreement and no statement contained in the Exhibits attached hereto or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

#### **ARTICLE 4.10: COVENANTS WITH REGARD TO THE ASSETS**

**Section 4.101 CONDUCT OF BUSINESS PRIOR TO THE CLOSING.** From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed,) Seller shall conduct the operations in the ordinary course of business consistent with past practice; and use reasonable best efforts to maintain and preserve intact its current Business organization and operations and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall:

- A. Preserve and maintain all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets;
- B. Pay the debts, taxes and other obligations of the Business when due;
- C. Maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- D. Continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
- E. Defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;
- F. Perform all of its obligations under all Contracts;
- G. Maintain the Books and Records in accordance with past practices;
- H. Comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets; and
- I. Not take or permit any action that would cause any of the changes, events or conditions described in Section 4.05 to occur.

**Section 4.102 ACCESS TO INFORMATION.** From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives full and free access to and the right to inspect all of the

Property, assets, premises, Books and Records, Contracts and other documents and data related to the Property operations; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Seller to cooperate with Buyer in its investigation of the Business. Without limiting the foregoing, Seller shall permit Buyer and its Representatives to conduct environmental due diligence of the Property, including the collecting and analysis of samples indoor or outdoor air, surface water, ground water or surface or subsurface land on, at, in, under or from the Property. Any investigation pursuant to this Section 4.102 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business of any other business of the Seller. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

Except as otherwise set forth herein, and without limiting the provisions of Section 3.02 of this Agreement, Seller makes no express or implied representations or warranties in connection with the Property. Buyer shall accept the Property on the Closing Date in its existing condition as of such date, "AS IS, WHERE IS" and "WITH ALL FAULTS." Buyer hereby acknowledges that it will make its own investigations. Buyer has been advised to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, but not limited to, potential environmental hazards.

**Section 4.103 NO SOLICITATION OF OTHER BIDS.** Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "acquisition proposal" means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Business or the Purchased Assets.

**Section 4.104 NOTICE OF CERTAIN EVENTS.**

A. From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:

- (i) Any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 4.203 to be satisfied.
- (ii) Any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

- (iii) Any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;
- (iv) Any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.13 or that relates to the consummation of the transactions contemplated by this Agreement.

B. Buyer's receipt of information pursuant to this Section 4.104 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement (including Section 4.203) and shall not be deemed to amend or supplement the Exhibits.

#### **Section 4.105 EMPLOYEES AND EMPLOYEE BENEFITS.**

A. Commencing on the Closing Date, Seller shall terminate all employees of the Business who are actively at work on the Closing Date, and, at Buyer's sole discretion, Buyer or Buyer's Agent may offer employment, on an "at will" basis, to any or all of such employees. Seller shall bear any and all obligations and liability under the WARN Act resulting from employment losses pursuant to this Section 4.105.

B. Seller shall be solely responsible, and Buyer and Buyer's Agent shall have no obligations whatsoever, for any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay of any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date.

C. Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health, accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

D. Each employee of the Business who becomes employed by Buyer or Buyer's Agent in connection with the transactions contemplated by this Agreement shall be eligible to receive the salary and benefits maintained for employees of Buyer on substantially similar terms and conditions in the aggregate as are provided to similarly situated employees of Buyer or Buyer's Agent.

E. Each employee of the Seller who becomes employed by Buyer or Buyer's Agent in connection with the transaction shall be given service credit for the purpose of eligibility for all employee benefits; provided, *however*, that (i) such credit shall be given pursuant to payroll or plan records, at the election of Buyer or Buyer's Agent, in its sole and absolute discretion.

**Section 4.106 CONFIDENTIALITY.** From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information (a) is generally available to and known by the public

through no fault of Seller, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed, *provided that* Seller shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

**Section 4.107 NON-COMPETITION; NON-SOLICITATION.**

A. For a period of three (3) years commencing on the Closing Date (the "Restricted Period"), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory as more fully described as within a ten (10) mile radius of Gouldings Lodge and the Monument Valley Tribal Park, excluding the Wetherill Inn in Kayenta, Arizona; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory, excluding the Wetherill Inn in Kayenta, Arizona, in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), (or any other Person that becomes a client or customer of the Business after the Closing) or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

B. During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any person who is offered employment by Buyer or Buyer's Agent pursuant to Section 4.105(a) or is or was employed in the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided that* nothing in this Section 4.107 shall prevent Seller or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Buyer or (ii) after 80 business days from the date of termination of employment, any employee whose employment has been terminated by the employee.

C. Seller acknowledges that a breach or threatened breach of this Section 4.107 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller or any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

D. Seller acknowledges that the restrictions contained in this Section 4.107 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter

into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 4.107 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service other limitations permitted by applicable Law. The covenant contained in this Section 4.107 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

**Section 4.108 GOVERNMENTAL APPROVALS AND CONSENTS.**

A. Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions (including those under the HSR Act) required under any law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

B. Seller and Buyer shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.02.

C. Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use all reasonable best efforts to:

- (i) Respond to any inquiries by any governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any other Transaction Document;
- (ii) Avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any other Transaction Document; and
- (iii) In the event any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any other Transaction Document has been issued, to have such Governmental Order vacated or lifted.

D. All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Seller [or Buyer] with Governmental Authorities in the ordinary course of business, and disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate

with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meetings, discussions, appearance of contact.

E. Notwithstanding the foregoing, nothing in this Section 4.108 shall require, or be construed to require, Buyer, Buyer's Agent, or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing date, any assets, businesses or interests of Buyer or any of its Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Buyer or Buyer's Agent of the transactions contemplated by this Agreement and the other Transaction Documents; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

**Section 4.109 CLOSING CONDITIONS.** From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Agreement.

**Section 4.110 PUBLIC ANNOUNCEMENTS OR COMMUNICATIONS.** The Buyer and the Seller shall reasonably cooperate to prepare, and mutually agree to the text of, a public announcement regarding the sale promptly following the Closing of this Agreement. Notwithstanding the foregoing, none of the Parties will make any public announcement or issue any public communication regarding this Agreement or the Transactions or any matter related to the foregoing, without the prior written consent of Seller, in the case of a public announcement or communication by the Buyer, or the Buyer, in the case of a public announcement or communication by the Seller (such consents, in either case, not to be unreasonably withheld, conditioned or delayed), except (a) if such announcement or other communication is required by applicable Law or Order, in which case the disclosing Party shall, to the extent permitted by applicable Law or Order, first allow the Buyer or Seller (if prior to Closing), as applicable, to review such announcement or communication and comment thereon, and the disclosing Party shall consider such comments in good faith, (b) internal announcements to Employees of Seller or its Affiliates, and (c) announcements and communications to Governmental Entities in connection with Filings or Permits relating to the Transactions required to be made under this Agreement; provided, that in the case of the immediately preceding clauses (a) and (b), in no event shall any Party make, or allow to be made, any public announcement or communication that includes or references (i) the Purchase Price or any element thereof, or any of the other economic terms of the Transactions, without the prior written consent of the Seller (if prior to the Closing) or Buyer (if after Closing), as applicable or (ii) any Affiliate of Seller, without the prior written consent of the Person referred to in such announcement or statement. Notwithstanding anything in this Agreement to the contrary, following Closing, the Buyer shall be permitted to disclose information to employees, advisors, agents or consultants of the Sellers' Representative and to the Sellers and the Advisory Committee, in each case who have a need to know such information, provided that such persons are subject to confidentiality obligations with respect thereto. It is understood and agreed that this provision does not include any governmental debates or discussions regarding this Agreement or contemplated transaction by the Navajo Nation Council or any of the Committees of the Navajo Nation Council, the President of the Navajo Nation, and the Executive Branch of the Navajo Nation for purposes of making a decision as to the purchase and acquisition of real property, improvements, personal property, or business assets by the Navajo Nation set forth in this Agreement.

**Section 4.111 BULK SALES LAWS.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

**Section 4.112 RECEIVABLES.** From and after the Closing, if Buyer or any of its Affiliates receives or collects any funds relating to any Accounts Receivable related to Gouldings Lodge and its associated business for services provided by Seller prior to Closing, Buyer or its Affiliates shall remit such funds to Seller within five Business Days after its receipt thereof.

**Section 4.113 DEPOSITS.** Any customer deposits held by Seller prior to Closing for services to be provided by Buyer or its Affiliates after the Closing Date will be remitted to Buyer at close of escrow. Seller shall maintain a list of such customer deposits as more fully set forth in Exhibit "K", attached hereto and incorporated herein by this reference, in order for Buyer to reconcile the same. The determination of the number and amount of deposits will be made on the day of, but prior to, the Closing. The following procedure will be utilized by Seller and Buyer to determine the amount of funds deposited by customers of Seller for purposes of this paragraph: on the day of Closing, all customers will be required to check-out of their rooms at mid-night and Buyer's affiliates and agents will check-in the guests at 12:01 a.m. The determination of the number and amount of deposits will be completed by 10 a.m. the day of, but prior to, Closing.

**Section 4.114 TRANSFER TAXES.** All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and other similar Tax) shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**Section 4.115 TAX CLEARANCE CERTIFICATES.** If requested by Buyer, Seller shall notify all of the taxing authorities in the jurisdictions that impose Taxes on Seller or where Seller has a duty to file Tax Returns for the transactions contemplated by this Agreement in the form and manner required by such taxing authorities, if the failure to make such notifications or receive any available tax clearance certificate ("Tax Clearance Certificate") could subject the Buyer to any Taxes of Seller, and Seller shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied.

**Section 4.116 FURTHER ASSURANCES.** Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

## **ARTICLE 4.20: CONDITIONS TO CLOSING**

**Section 4.201 CONDITIONS TO OBLIGATIONS OF ALL PARTIES.** The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the closing, of each of the following conditions:

A. The filings of Buyer and Seller pursuant to the HSR Act, if any, shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

B. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

C. Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.02 in form and substance reasonable satisfactory to Buyer and Seller, and no such consent, authorization, order and approval shall have been revoked.

**Section 4.202 CONDITIONS TO OBLIGATIONS OF BUYER.** The obligations of Buyer to consummate the transaction contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

A. Other than the representations and warranties of Seller contained in Section 4.01, Section 4.03 and Section 4.17, the representations and warranties of Seller contained in this Agreement, the other Transaction documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty not qualified by materially or Material Adverse Effect) on and as of the date hereof and on as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, that accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 4.01, Section 4.03 and Section 4.17 shall be true and correct in all respects on and as off the date hereof and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

B. Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this agreement and each of the other Transaction Documents to be performed to complied with by it prior to or on the Closing Date [; provided that, with respect to agreements covenants and conditions that are qualified by materiality, Seller shall have performed such agreements covenants and conditions, as so qualified, in all respects].

C. No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

D. All approvals, consents and waivers that are listed in Section 4.02 shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

E. From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, Individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

F. Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries required by this Agreement.



G. Buyer shall have received all Permits that are necessary for it to conduct the Business as conducted by Seller as of the Closing Date.

H. Buyer shall have received an owner's title insurance policy with respect to each Owned Real Property, issued by a nationally recognized title insurance company acceptable to Buyer, written as of the Closing Date, insuring Buyer in such amounts and together with such endorsements, and otherwise in such form, as Buyer shall require. Such title insurance policy shall insure fee simple title to each Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances in conformance with the requirements of the Real Estate and Asset Purchase Agreement.

I. All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

J. Buyer shall have received a certificate of the Secretary or an Assistant Secretary and General Manager (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and other transaction documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

K. Buyer shall have received a certificate of the Secretary or an Assistant Secretary and General Manager, or equivalent officer of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

L. Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "FIRPTA Certificate") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller.

M. Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

N. RECs shall be addressed mitigated, remediated, or removed prior to closing of the sale. Failure to address the RECs may cause a reduction in the purchase price at or prior to Closing.

**Section 4.203 CONDITIONS TO OBLIGATIONS OF SELLER.** The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment of Seller's waiver, at or prior to the Closing, of each of the following conditions:

A. Other than the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warrant not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

B. Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date; provided, that, with respect to agreements, covenants and conditions that are qualified by materially, Buyer shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

C. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

D. Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 1.03.

E. Buyer shall have delivered the Escrow Amount to the Escrow Agent pursuant to Sections 1.04 and 1.05.

F. Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

## **ARTICLE 5.0: General Provisions**

**Section 5.01 ASSIGNMENT.** Seller agrees that, prior to the Closing, Buyer shall have the right to assign freely its interest hereunder to a nominee and that such assignee, upon designation, shall succeed to have, and may exercise, all of Buyer's rights hereunder and shall be substituted as Buyer herein; provided, however, that such assignment shall not relieve Buyer of its obligations hereunder.

**Section 5.02 BROKERAGE.** Neither Seller nor Buyer nor anyone acting on behalf of either of them have done anything to incur any liability to any broker, finder, agent or other party for any brokerage fees, finder's fees or other like commissions with respect to the transactions contemplated by this Agreement. If any person or entity shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or otherwise or performance of services as a finder or broker or other in connection with this transaction, the party hereto under whom the finder or broker or other is claiming shall indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon, including but not limited to counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the Close of Escrow or the cancellation of this Agreement.

**Section 5.03 SURVIVAL OF CONDITIONS.** The terms and conditions of this Agreement and all representations, covenants, warranties, and agreements made herein are a material inducement for the Buyer to purchase the Property. The terms and conditions of this Agreement and all representations, covenants, warranties, and agreements made shall survive the Closing and shall not be deemed to have merged in the deeds or evidence of titles or terminated upon the Closing. The execution and delivery of the General Warranty Deed by Seller shall constitute a confirmation and further representation and warranty by Seller to Buyer as of the date of the Warranty Deed as to matters in this purchase agreement and shall survive Closing and shall not be merged into the execution and delivery of the Warranty Deed or any other document executed and delivered subsequent to the execution and delivery of this purchase agreement.

**Section 5.04 WAIVER OF CONDITIONS.** Either party hereto may in writing waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse either party from the performance of any of its other obligations under this agreement, unless otherwise provided for herein or in such written waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

**Section 5.05 FURTHER ASSURANCES.** The parties hereto shall execute and deliver all such other instruments and shall take all such other actions as any party may reasonably request from time to time, before or after the Closing, to effectuate the transactions provided for herein. The parties hereto shall cooperate with each other and with their respective counselors and accountants in connection with any steps to be taken as part of the respective obligations under this Agreement.

**Section 5.06 NOTICES.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given and received (i) on the date of delivery if delivered personally on the party to whom notice is to be given (personal delivery shall include notices delivered by telecopy or telephone facsimile or email, for which confirmation of successful transmission shall be required), (ii) on the fourth business day after deposit in the United States mail, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows, or (iii) on the fourth business day after deposit with a nationally recognized private express courier service providing proof of receipt of delivery and guaranteed "same day" delivery and properly addressed as follows:

To Seller:        1)     Mr. Wayland LaFont,  
                                 Managing Agent and Authorized Agent  
                                 R.G.J. Corporation, Executive RV, Inc., and  
                                 Gouldings Monument Valley Enterprises, L.L.C.  
                                 Post Office Box 360041  
                                 1000 Main Street  
                                 Monument Valley, UT 84536  
                                 (435) 727-3231  
                                 Fax: (435) 727-3344

And  
With a copy to:     Mr. Bernard M. Rethore, Esquire  
                                 Pfarr and Rethore, P.C.  
                                 5070 North 40<sup>th</sup> Street, Suite 230  
                                 Phoenix, AZ 85018  
                                 Telephone No.: (602) 424-5547  
                                 Facsimile No.: (602) 424-4299

To Buyer:        1)     Navajo Nation Division of  
                                 Natural Resources  
                                 c/o Executive Division Director  
                                 The Navajo Nation  
                                 Post Office Box 9000  
                                 Window Rock, Arizona 86515;

Telephone No: (928) 871-6593/2  
Facsimile No.: (928) 871-7040

- And            2)        With a copy to: Attorney General  
Navajo Nation Department of Justice  
Post Office Box 2010  
Window Rock, Arizona 86515  
Telephone No.: (928) 871-6931  
Facsimile No.: (928) 871-6177
- And            3)        With a copy to: Robert O. Allan, Esquire  
Principal Attorney  
Division of Natural Resources  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515;  
Telephone No: (928) 871-6593/2  
Facsimile No.: (928) 871-7040

Or to such other address or addresses, and to the attention of such other person or persons as either party may notify the other in accordance with the provisions of this section. Notices or other communications shall be complete and effective when they are received by the party for whom they are intended.

**Section 5.07    SUCCESSORS AND ASSIGNS.**        This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**Section 5.08    INTEGRATION CLAUSE AND ENTIRE AGREEMENT.**    This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, and agreements, inducements, representations, warranties, and conditions of any nature whatsoever in writing.

**Section 5.09    PROVISIONS SEVERABLE.**        If any provisions of this Agreement shall be or shall become illegal or unenforceable, in whole or in part, for any reason, the remaining provisions shall nevertheless be deemed valid, binding, and subsisting.

**Section 5.10    INDULGENCE NOT WAIVERS.**        No indulgences extended by either party hereto to the other party shall be construed as a waiver of one breach or be construed as a waiver of any rights or remedies with respect to any subsequent breach.

**Section 5.11    COSTS.**        Each party hereto shall bear its own costs, including attorney's fees and accounting fees, incurred in connection with the preparation and the Closing of this Agreement, and all matters incident thereto except as set forth herein otherwise.

**Section 5.12 TITLE NOT TO AFFECT INTERPRETATION.** The title of paragraphs and subparagraphs contained in this Agreement are inserted for convenience of reference only, and neither are they a part of this Agreement, nor are they to be used in the construction or interpretation thereof.

**Section 5.13 CONDEMNATION.** In the event of the condemnation (or sale in lieu of condemnation) of any part of the Property prior to Close of Escrow, Buyer shall have the right either: (i) to cancel this Agreement by written notice to Seller and Escrow Agent, in which event there shall be returned to Buyer the Earnest Money, all documents shall be returned to the party who deposited them, and thereafter this Agreement shall be of no further force or effect whatsoever; or (ii) to elect to receive all awards or payments made for the Property by the condemning authority and to which Seller is entitled, and thereupon close Escrow as otherwise contemplated in this Agreement and pay the full Purchase Price, unless the condemnation award is less than the Purchase Price, in which case Buyer shall pay only the amount of the condemnation award received by Buyer as the Purchase Price. Seller shall not do or forbear to do any acts in any condemnation action which will materially and adversely affect the outcome thereof without consulting with, and obtaining the consent of, Buyer prior to Close of Escrow. For purposes of this Agreement, the Property shall be deemed the subject of a condemnation action as of the date of issuance of a summons in connection with the filing of a complaint in eminent domain (or similar filing) by any condemning authority or statutorily authorized non-governmental condemner.

**Section 5.14 LAW GOVERNING INTERPRETATION OF AGREEMENT.** The laws of the Navajo Nation shall govern the construction and interpretation of this Agreement.

**Section 5.15 DISPUTE RESOLUTION.** Any claim, dispute, or other matter in question arising out of or relating to this Agreement, shall be resolved by the mediation and/or arbitration procedures set forth as follows:

A. The Parties shall endeavor to resolve claims, disputes, and other matters in question between them by good-faith negotiation and mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association, as modified by the following:

- i. unless otherwise agreed to in writing by the Parties, all mediation procedures shall be held in Window Rock, Arizona;
- ii. a single mediator shall be chosen by mutual agreement of the Parties;
- iii. the Party desiring mediation shall submit to the other Party written notice of intent to mediate, and such notice shall indicate whether the hiring of a mediator is desired;
- iv. the Parties shall equally share the mediator's fee and any other costs related to the mediation;
- v. the mediation shall not exceed thirty (30) calendar days, unless otherwise agreed to in writing by the Parties.

B. If the mediation provided for herein does not result in resolution of the Parties dispute within thirty (30) calendar days of commencement of the mediation, then, unless the Parties agree in writing to extend the time for mediation, either Party may invoke arbitration by

sending Notice of Intent to Commence Arbitration. Any Arbitration invoked against the Navajo Nation shall be in accordance with the procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §554 (J), and §554(K), and as set forth in the Navajo Nation Arbitration Act, as amended codified at 7 N.N.C. §§1101 *et seq.* Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except to the extent such rules are modified by the following:

- i. Unless otherwise agreed to in writing by the Parties, all arbitration procedures shall be held in Window Rock, Arizona; and
- ii. the arbitration shall be conducted by a single arbitrator selected by the Parties, unless one of the Parties' claims exceeds \$1,000,000.00, exclusive of interest, costs, and fees; in such case, the arbitration shall be conducted by a panel consisting of three (3) arbitrators, one of which shall be chosen by each Party, with the two arbitrators choosing the third; at least one arbitrator shall possess at least ten (10) years of experience in Indian Law; and
- iii. a notice of intent to invoke arbitration shall be filed in strict compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, at 1 N.N.C. §555; and
- iv. whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against the Navajo Nation shall be in strict conformance with the provisions of 1 N.N.C. §§ 554(K)(1)-(6); and
- v. whether in the context of arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, the laws and regulations of the Navajo Nation shall exclusively govern the interpretation of this Contract, the arbitration provisions set forth herein and the arbitration procedures conducted pursuant thereto, and the application of all provisions herein to Seller and its subcontractors, agents, representatives, employees or consultants; and
- vi. Pursuant to 1 N.N.C. § 554(K) and 7 N.N.C. § 1102, the appropriate Navajo Nation district court shall have exclusive jurisdiction to compel the Navajo Nation's participation in arbitration, and shall have exclusive jurisdiction to enforce, modify, or vacate an arbitration award resulting from such arbitration; neither Party may recover from the other attorney fees or costs.

C. The mediation and arbitration provisions herein shall constitute the sole and exclusive procedural remedy to any dispute or controversy arising out of this Agreement. This dispute resolution agreement shall be a complete defense to any suit, claim, action, or proceeding in any federal, state, or tribal judicial or administrative tribunal; and

D. The dispute resolution provisions of this Agreement shall, with respect to any dispute or controversy arising out of this Agreement, survive the termination or expiration of this Agreement.

E. Seller shall continue, without delay, all of its responsibilities under this Agreement that are not affected by the dispute.

**Section 5.16 NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding any provision to the contrary, nothing herein shall be considered or construed as a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extent provided for in the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 551 *et. seq.* and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 551 *et. seq.*

**Section 5.17 INCORPORATION BY REFERENCE.** The terms of any and all exhibits to this Agreement are each hereby incorporated and made a part of this Agreement as if fully stated herein.

**Section 5.18 MODIFICATIONS.** All modifications or extensions shall be made in writing signed by both parties. No waiver by a party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 5.19 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 5.20 FUTURE APPROPRIATIONS.** Nothing in this Agreement shall be construed as obligating the Buyer in the expenditure of funds or for future payment of funds in excess of appropriations made under the laws of the Navajo Nation.

**Section 5.21 TIME.** Time is of the essence in this Agreement

**Section 5.22 INTENT OF AGREEMENT.** This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Agreement shall not be construed for or against either party as result of its participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

**Section 5.23 RELATIONSHIP.** This Agreement shall not be construed as creating a joint venture partnership, or any other cooperative or joint arrangement between Buyer and Seller, and shall be construed strictly in accordance with its terms.

**Section 5.24 INTERPRETATION.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth

verbatim herein. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Utah, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Utah.

**Section 5.25 NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or remedy of any nature whatsoever under or by reason of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**SELLER:**

RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By Wayland LaFont,  
Managing Member and Authorized Agent

**BUYER:**

## THE NAVAJO NATION

BY: \_\_\_\_\_  
Buu Nygren, President

## THE NAVAJO NATION

As required by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 554 (J) (2) and (K)(2), the Navajo Nation Department of Justice has reviewed this Agreement and approved the arbitration provisions herein.

BY: Navajo Nation Dept. of Justice                      Date                     

## CERTIFICATION

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

---

*Notary Public*

*My Commission Expires:*

---

### **ACCEPTANCE BY ESCROW AGENT**

The foregoing fully executed Real Estate and Asset Purchase Agreement is accepted by the undersigned as Escrow Agent, and Escrow Agent agrees to act in accordance with the instructions set forth herein.

#### **APPROVED:**

\_\_\_\_\_  
Closing Officer  
Anderson-Oliver Title Insurance Company  
81 East 100 South  
Post Office Box 1165  
Monticello, UT 84535  
Telephone: 435-587-3344  
Telefax: 435-587-2223

**EXHIBIT "A"**

**Insert Land and Asset Descriptions**

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"  
LEGAL DESCRIPTION**

San Juan County, State of Utah:

**TRACT A:**

Township 43 South, Range 15 East, SLM,  
Section 36: ALL

LESS TRACT B and TRACT C

Parcel No for the included tract 43S15E360000

EXCEPTING from the included tract all coal and other minerals

**TRACT B:**

All Land in GOULDINGS SUBDIVISION, according to the Final Plat filed March 27, 2017 in Book 994 at page 364, Entry No. 133546 and Sheets 2-7 filed March 27, 2017 in Book 994 at page(s) 365 through 370 as Entry Nos. 133547 through 133552.

Parcel Nos: 001220000000, 001220000010, 001220000020, 001220000030, 001220000040, 001220000050, 001220000060, 001220000070, 001220000080, 001220000090, 001220000100, 001220000110, 001220000120, 001220000130, 001220000140, 001220000150, 001220000160, 001220000170, 001220000180

EXCEPTING all coal and other minerals

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 10516

UT ALTA Commitment for Title Insurance Schedule A (07-01-2021)

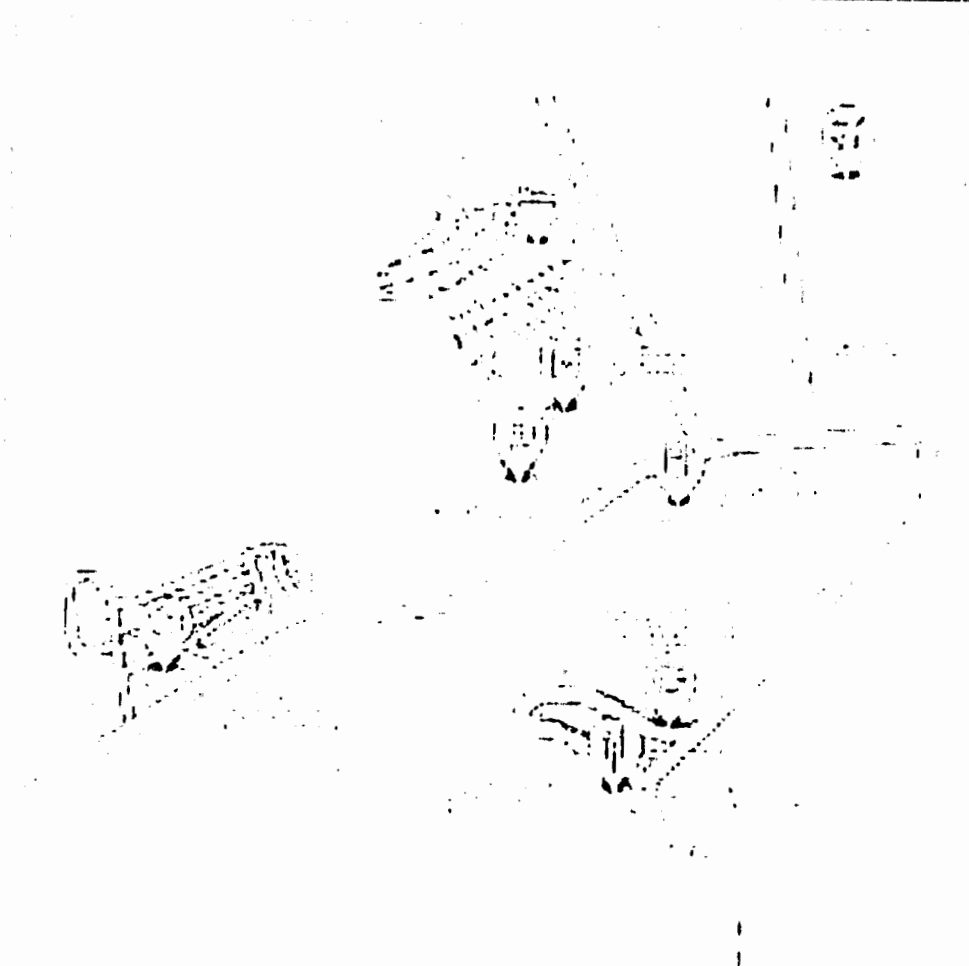
Page 3 of 4





**PROPERTY MAP**

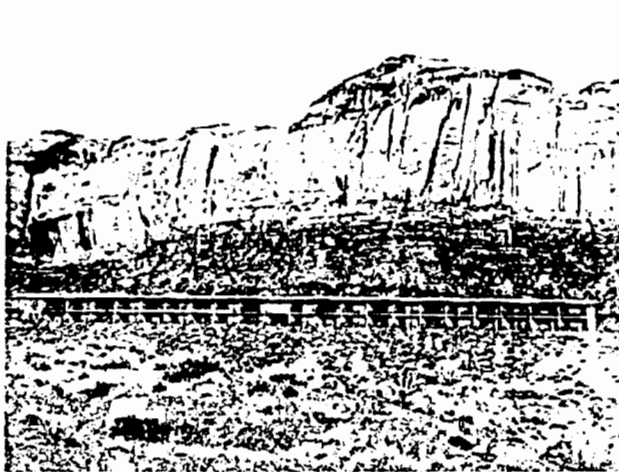
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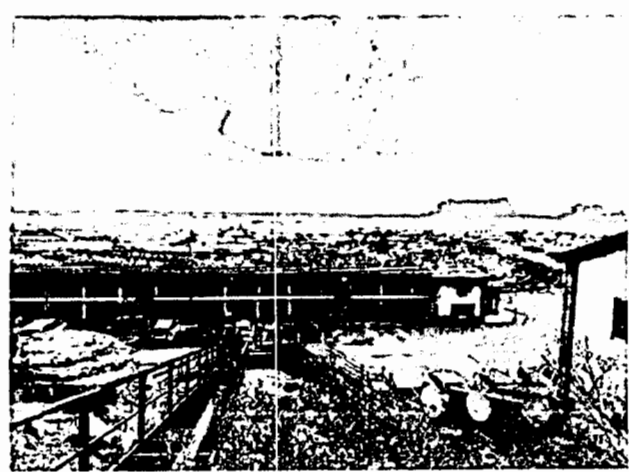
A.2



**MAIN LODGE – FRONT OF HOTEL**



**MAIN LODGE – BACK OF HOTEL**



**Summary of the  
Facilities**

Based on our research and information provided by management representatives of the subject property, the following table summarizes the facilities available at the subject property.

A-3



**FIGURE 3-2 FACILITIES SUMMARY - LODGING**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	

A.4





**FIGURE 3-3 FACILITIES SUMMARY – CONT.**

Food & Beverage Facilities		Seating Capacity	
Stagecoach Restaurant		136	
Gas Station Food and Beverage Outlet		None	
GroceryStore Bakery		None	
Amenities & Services			
Guest Laundry Room (RV Park)		Grocery Store	
Outdoor Barbecue Areas		Laundromat	
Retail (RV Park)		Gas Service Station	
Two Indoor Swimming Pools		Gift Shop	
Lobby Workstation		Museum	
		Airport	
Employee Housing Units/Owner Units		Units	Bedrooms
Villa Complex			
Employee Home		1	3
Employee Home		1	3
Employee Home		1	3
Canyon Apartments Area			
Employee Home		1	4
Employee Home		1	4
Employee Home		1	3
Employee Home		1	3
Employee Home		1	1
Employee Home		1	2
Total		10	29
Infrastructure			
Elevators		None	
Life-Safety Systems		Smoke Detectors	

**Site Improvements and Hotel Structure**

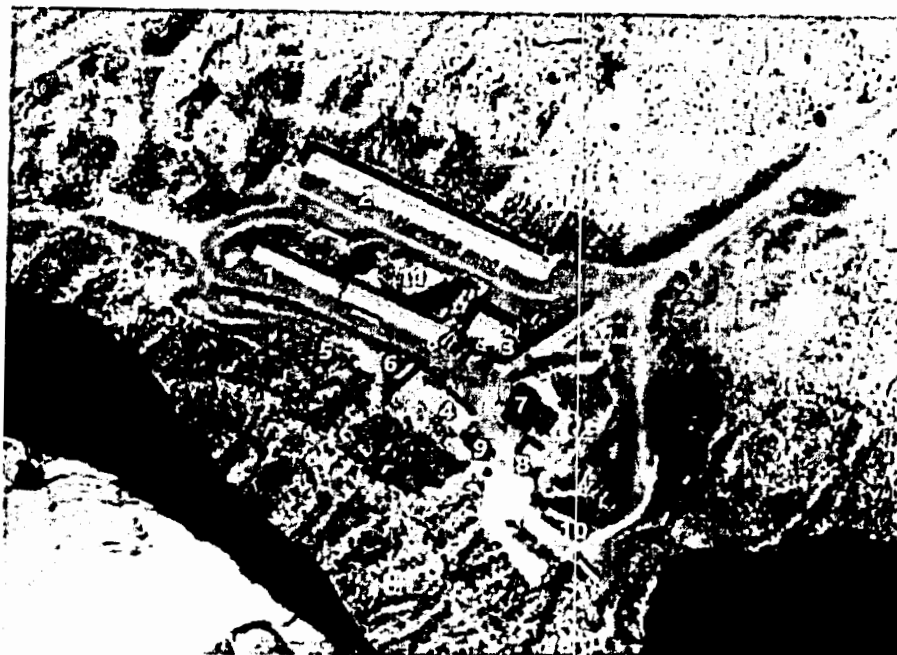
Once guests enter the subject property, ample parking is available, free of charge, on the surface lots near each building area. The parking areas were in good condition. Signage is located at the entrance of the subject site and appropriately placed throughout the site for each part of the property, including the gas station, grocery store, villas, and RV park and campground. The site's landscaping and sidewalks were in overall good condition upon our inspection.

*A.5*



The subject property comprises approximately 121 separate structures in total, as illustrated in the following images, ranging in height from one to two stories. The main hotel area consists of the two main lodge buildings (1 and 2), the restaurant (4), the gift shop and administrative offices (3), the pool house (11), two cabins (5 and 6), a theatre (7), a bathhouse for guests and bathroom breaks on tours (10), and two museum buildings (7 and 9). The buildings' exteriors were in good condition; there were no major problems observed or reported pertaining to the improvements' exterior finishes. The stairways are functional, appearing to be well kept upon inspection. According to management, the roofs are in good condition with no deficiencies. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### OVERVIEW MAP OF MAIN LODGE AREA



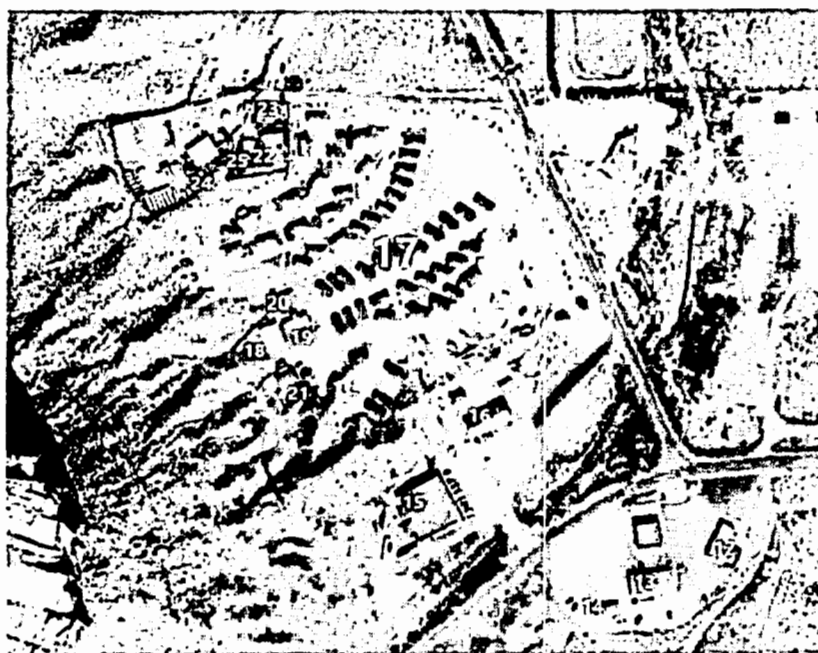
The gas station (13) features a car wash (12) and four guestrooms for tour bus drivers. The gas station also has a storage building (14). The one-bedroom villas (17) are located to the north of the grocery store (15) and laundromat (16). We note that the southern half of the villas feature kitchens that do not include cooktops, while the remaining portion provide full kitchens, including a cooktop; there are 68

A.6



villas in total. West of the villas are three homes; one home (19) is for property ownership, while the remaining two homes (20 and 21) are considered rentable units. We note that we were not able to inspect these homes; however, they are reportedly in good condition. The back-of-the-house laundry building (18) services the villas and the Goulding's Lodge rooms and cabins. An additional employee house (22), tour offices within a former home (23), a two-car parking garage (25), and a vehicle maintenance building (24) are located to the north of the villas.

#### OVERVIEW MAP OF GAS STATION & VILLA AREA

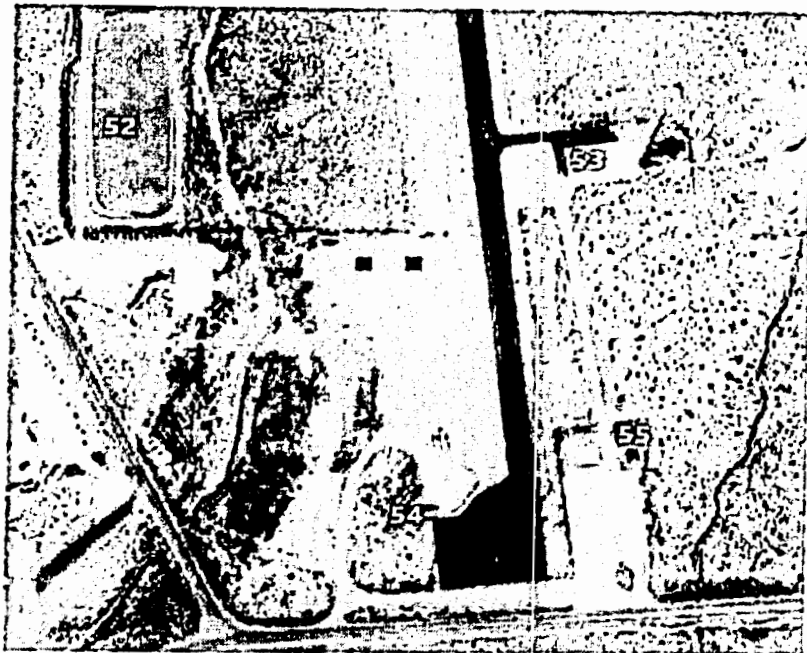


A.7



The private airport features a hangar (53) that includes an attached one-bedroom apartment for pilots. To the west, lies a sewage lagoon (52) that is used for the entire property. Additionally, a second bathhouse (54) is located to the southwest of the hangar to provide bathrooms for those arriving to the airport and for tour groups, as well as a large hogan (55)—a traditional dwelling of the Navajo people— that serves as a tourist attraction.

#### OVERVIEW MAP OF AIRPORT AREA



A.8



Additional buildings along Monument Valley Clinic Road/Rock Door Canyon Road going west include an abandoned church (30), maintenance buildings (27, 28, and 29), employee homes (37, 38, 39, 34, and 33), two fourplexes (36 and 41), and one duplex (40). One fourplex comprises four one-bedroom guestrooms, while the second comprises four two-bedroom guestrooms. It is important to note that the employee home (39) is occasionally included in the rental pool as a rentable unit. Furthermore, the area includes a former fire station (35), which is used for additional back-of-the-house laundry for the rentable units in the immediate area; an additional rentable home (32); and a warehouse (31) that contains additional storage and kitchen space on the first floor and houses the IT employee's office on the second floor.

#### OVERVIEW MAP OF AIRPORT AREA



A.9



The RV park and campground features 66 RV sites (43), 27 tent sites (44), 3 studio cabins (45, 46, and 47), a home (48), a rental home (51), and an abandoned school building with an outdoor basketball court (42). The luxury rental home (51) had been recently constructed at the time of our inspection; according to property ownership, five more days of work remained before it could be considered completed and included in the total number of rentable units. A check-in building that features a pool area and guest showers, as well as additional retail space, is located at the entrance to the site (49). A lobby workstation is also located in the check-in building. Lastly, the second building at the entrance to the site (50) provides additional showers for the public and for employees and includes a uniform and laundry room for employees.

#### OVERVIEW MAP OF RV PARK & CAMPGROUND



A.11



Three exclusive cookout canopies are located along the southern side of the canyons (56), near the Utah/Arizona border, although only one cookout area can be seen on GIS imaging. The buildings' exteriors were in overall good condition, aside from the abandoned school and church buildings, which were considered to be in fair condition; otherwise, there were no major problems observed or reported pertaining to the exterior finishes. We note that we were able to inspect the interior of the school building; however, we were only able to inspect the exterior of the church building. Moreover, we were not able to inspect any of the employee housing given that they were occupied at the time of our inspection. According to property ownership, these homes are in good condition. The property's stairways are functional, appearing to be well kept upon inspection. According to ownership, the roofs are in good condition with no deficiencies noted. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### OVERVIEW MAP OF EXCLUSIVE COOKOUT AREA

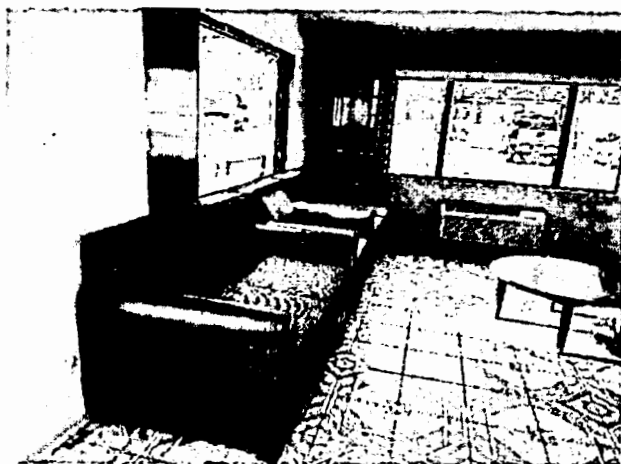


A.10



The following pictures are of the main lodge's check-in area and lobby.

**MAIN LODGE LOBBY SEATING AREA**



**FRONT DESK**



### Lodging Options

The property features a wide variety of lodging types including standard and suite-style lodge rooms, entire homes, villas, studio cabins, apartments, fourplexes, and a duplex. Notably, the suite-style and standard guestrooms in the two main lodge buildings offer sweeping views of Monument Valley. Moreover, half of the 68 villas feature a kitchen with no cooktop, while the remaining villas provide kitchens with a cooktop. Otherwise, all villas feature an identical configuration with two queen beds, one in the living area and one in a separate bedroom. The home configurations vary; however, all but one are one story in height, with the outlier being two stories in height. Also, there are four guestrooms adjacent to the car wash; two of these guestrooms feature an interior-corridor configuration and are the only interior-corridor guestrooms on the property. We note that the lodging options were constructed over a long period of time, with the main lodge rooms being the oldest, and the villas and one luxury home (located in the RV park) being the most recently constructed. As such, the lodging offerings range in overall condition from good to excellent.

All guestroom bathrooms are of standard sizes, featuring a shower-in-tub and single-sink vanity area. Giving the phased construction of the property, the finishes and fixtures vary, as well as the corresponding conditions of these components. The conditions range from good to excellent, similar to the guestrooms.

A<sub>12</sub>





The exterior guestroom corridors of the main lodges are wide and functional, permitting the easy passage of housekeeping carts. The remaining lodging options require housekeeping vehicles to bring necessary supplies to the front door of the rentable unit. Moreover, two guestrooms feature an interior-corridor configuration, as noted previously. Overall, the guestroom corridors, both exterior and interior, were in good condition.

As noted previously, the RV park and campground provides 66 RV spots, 27 tent sites, 3 studio cabins, and a home, as well as a luxury rental home that was five days from being completed at the time of our inspection. All RV spots feature full hookups for cable television, water, 50-amp power, and sewer. Tent sites are flat and include picnic tables and grills. Cabins and homes include private bathrooms, kitchens or kitchenettes, and outdoor spaces. All guests who stay at the RV park and campgrounds have access to bathrooms, showers, a retail area, an additional guest laundry area, a lobby workstation, an indoor pool, and picnic areas. Wi-Fi is also available to guests.

A.13



**FIGURE 3-4 SUMMARY OF ROOM TYPES**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	

The following photos provide a snapshot of the resort's lodging offerings.

A.14



**MAIN LODGE AREA CABIN INTERIOR**



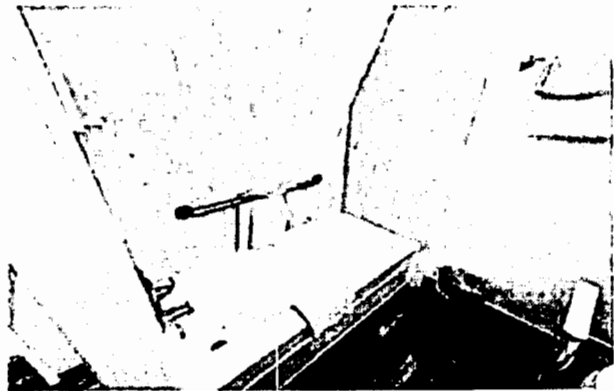
**MAIN LODGE GUESTROOM – SLEEPING**



**MAIN LODGE GUESTROOM – LIVING**



**MAIN LODGE GUESTROOM – BATH**



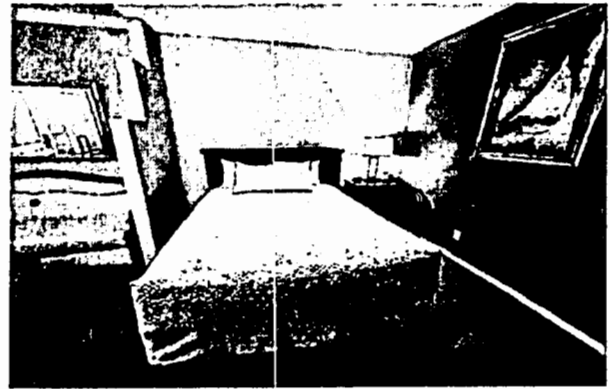
A.15



**VILLAS – TYPICAL EXTERIOR**



**VILLAS – TYPICAL SLEEPING**



**VILLAS – TYPICAL LIVING**



**VILLAS – TYPICAL KITCHEN AREA**



A.16



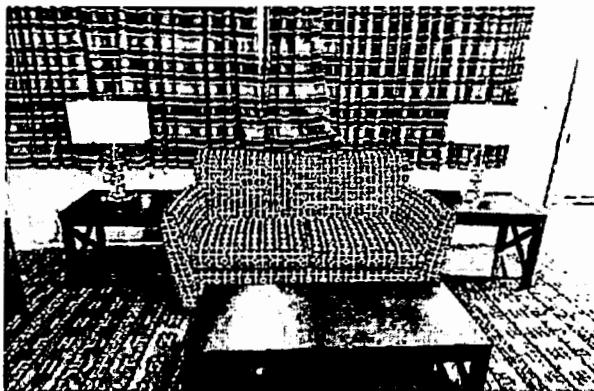
**FOURPLEX – FRONT**



**FOURPLEX – TYPICAL GUESTROOM SLEEPING**



**FOURPLEX – TYPICAL LIVING**



**FOURPLEX – TYPICAL KITCHEN**



A.17



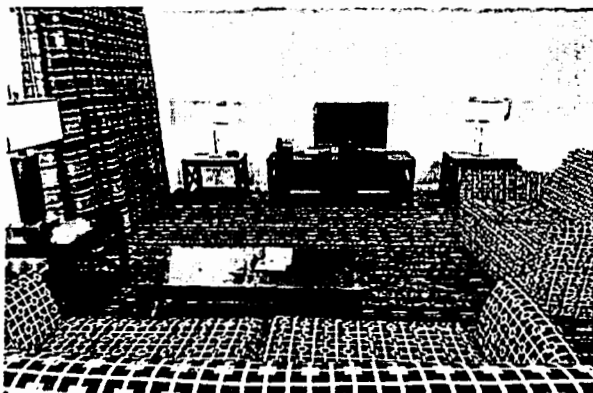
**DUPLEX – FRONT**



**DUPLEX – TYPICAL GUESTROOM**



**DUPLEX – TYPICAL LIVING**



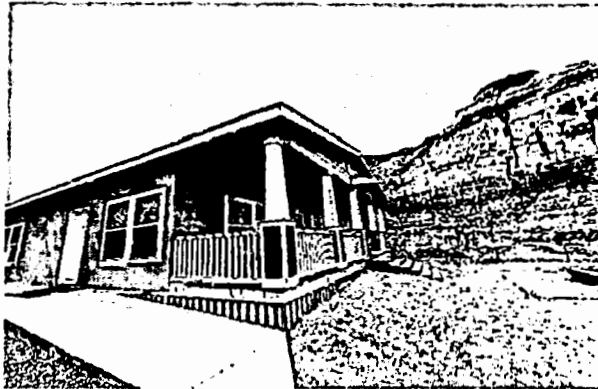
**DUPLEX – TYPICAL KITCHEN**



*A-18*



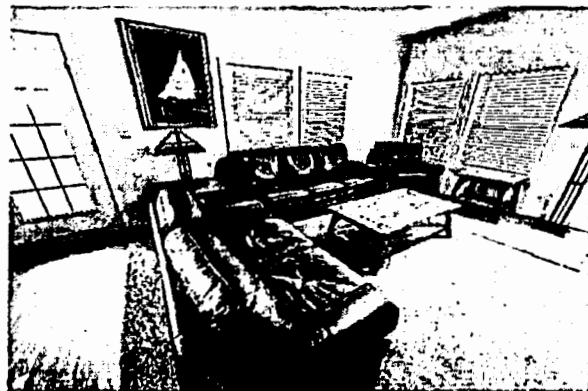
**LUXURY HOME NEAR WAREHOUSE**



**LUXURY HOME – TYPICAL GUESTROOM**



**LUXURY HOME – TYPICAL LIVING**

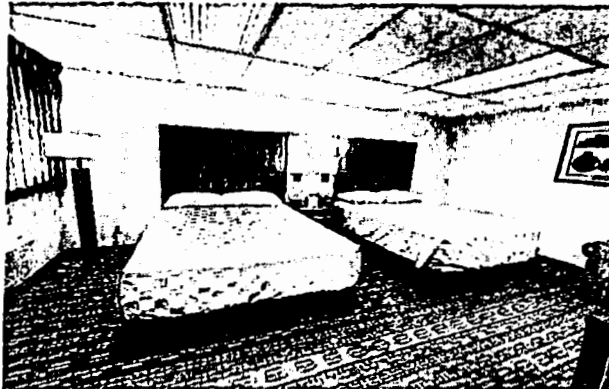


**LUXURY HOME – TYPICAL KITCHEN**

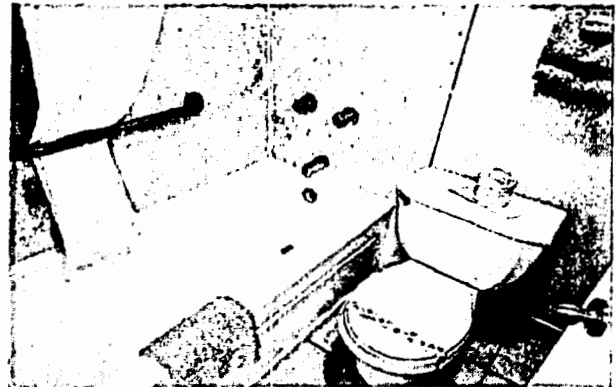




**AIRPORT APARTMENT – SLEEPING**



**AIRPORT APARTMENT – BATH**



**AIRPORT APARTMENT – LIVING**



**AIRPORT APARTMENT – SINK**



A.20





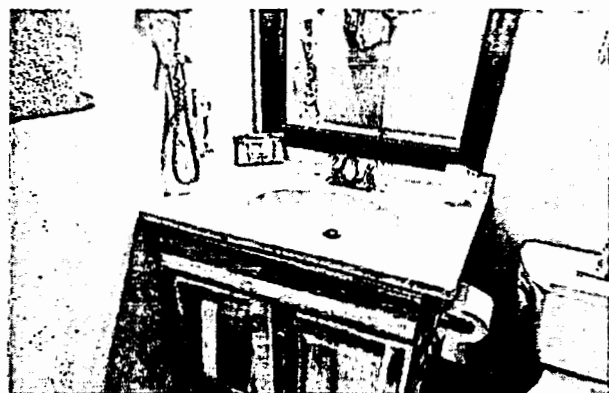
**GAS STATION ROOM – TYPICAL SLEEPING**



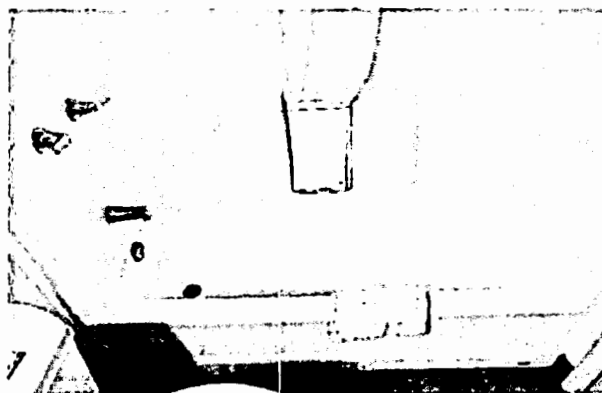
**GAS STATION ROOM – TYPICAL LIVING**



**GAS STATION ROOM – TYPICAL SINK**



**GAS STATION – TYPICAL BATH**



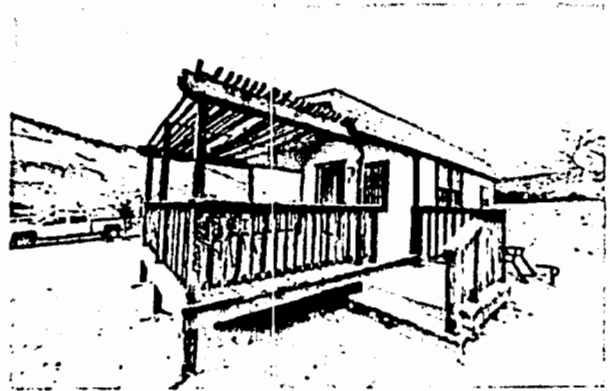
A.21



**RV PARK & CAMPGROUND – LUXURY HOME**



**RV PARK & CAMPGROUND – CABIN**



**RV PARK & CAMPGROUND – CABIN INTERIOR**



**RV PARK & CAMPGROUND – RV SITE**



A.22



**Food and Beverage  
Facilities**

The property's restaurant was one of the first improvements of the Goulding's site. The restaurant features one main kitchen area, which services the main dining room, and a second smaller kitchen for the private dining area. According to property ownership, this space is a popular option for groups, as it features sweeping views of Monument Valley. The exact square footage of the space was not available. It is important to note that the space has not been used for public events or group meetings since the onset of the COVID-19 pandemic. The property also offers a bakery in the grocery store and to-go hot food in the gas station. The size and layout of each facility are appropriate for the food and beverage (F&B) service offered by the property, and the furnishings and finishes were in good condition upon our inspection.

**FIGURE 3-5 SUMMARY OF FOOD AND BEVERAGE OUTLETS**

Food & Beverage Facilities	Seating Capacity
Stagecoach Restaurant	136
Gas Station Food and Beverage Outlet	None
Grocery Store Bakery	None

**RESTAURANT**



**PRIVATE DINING AREA**





#### Private Dining Space

As noted previously, the property provides private dining space in the restaurant building, which features expansive views of Monument Valley. The space was in good condition upon inspection. Furthermore, outdoor spaces are available in three cookout locations along the southern border of onsite canyons, near the Utah/Arizona state border. These spaces offer an exclusive experience for guests and have reportedly been a popular amenity since the onset of the COVID-19 pandemic. These spaces were in good condition upon inspection, as well.

#### Additional Facilities and Amenities

The property features two indoor pools, three outdoor barbecue areas, a theatre, and a museum (comprising two buildings). Reportedly, a fitness room was located on the first floor of the gift shop (which also includes administrative offices) but was reportedly removed in recent years because of the limited usage; as such, it was converted to additional office space. The property does not have a dedicated business center; however, a single-computer workstation is located in the main check-in area at the RV park and campground.

As noted previously, the property features a grocery store, a laundromat, a gas/service station, a gift shop, a retail area for the RV park, and a vending machine in each of the two main lodge buildings. The grocery store and laundromat are adjacent to one another and are located to the south of the villas, near the main entrance to the resort community along Monument Valley Clinic Road. The grocery store and laundromat are two separate one-story buildings. The grocery store offers a movie-rental area, a bakery, produce and meat sections, and other typical grocery items. The laundromat provides several washers and dryers, as well as detergent for purchase. It is important to note that locals/employees use these facilities frequently; thus, revenues have remained fairly stable during the pandemic.

#### FIGURE 3-6 SUMMARY OF AMENITIES AND SERVICES

##### Amenities & Services

Guest Laundry Room (RV Park)  
Outdoor Barbecue Areas  
Retail (RV Park)  
Two Indoor Swimming Pools  
Lobby Workstation

Grocery Store  
Laundromat  
Gas Service Station  
Gift Shop  
Museum  
Airport

#### Back-of-the-House

The subject property is served by the necessary back-of-the-house space, including several in-house laundry facilities, administrative offices, and several full-service kitchens. The restaurant kitchen is located adjacent to the main dining room, while the second restaurant kitchen area is located adjacent to the meeting room/private dining area. An additional kitchen is located in the warehouse on the first floor in order to provide additional back-of-the-house support for large events or tour

A.24



groups, depending on what is requested by the group. A kitchen is also located in the gas service station in order to service the F&B offering, while two kitchens are located in the grocery store to serve the bakery, meat, and produce sections. The kitchen facilities are appropriate for the scopes of services provided, appearing to be in good condition; no significant or persistent problems were reported by property management.

The grocery store features the necessary loading dock needed for product delivery, and the gas service station features above-ground storage tanks for gasoline. The laundry facility located near the villas contains two large-capacity washers, two large-capacity dryers, and an industrial iron. The laundry facility located near the hospital contains five large-capacity washers, four large-capacity dryers, and an industrial iron. The laundry facility located at the RV park in the shower building contains two large-capacity washers and one large-capacity dryer for personal employee use, as well as for the washing of employee uniforms. In the check-in building located at the RV park, an additional laundry facility contains four large-capacity washers and four large-capacity dryers. The property's back-of-the-house equipment and appliances were reported to be operational at the time of inspection, appearing to be in good condition.

A.25



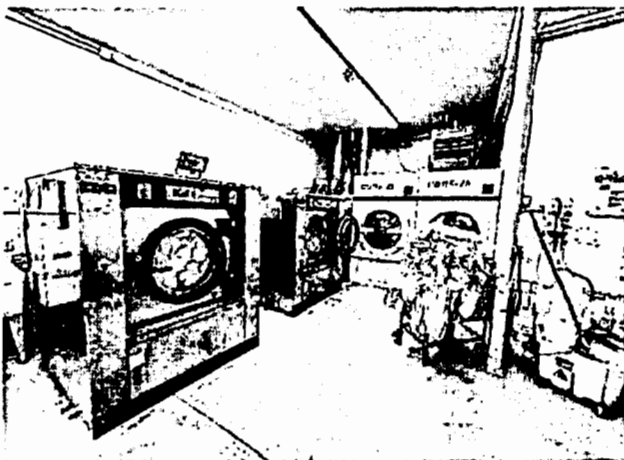
**LAUNDRY (NEAR VILLAS)**



**RESTAURANT KITCHEN/FOOD PREP AREA**



**LAUNDRY (NEAR APARTMENTS)**



**GROCERY KITCHEN/FOOD PREP AREA**



*A.26*



**LAUNDRY (EMPLOYEE PERSONAL USE)**



**GAS STATION KITCHEN/FOOD PREP AREA**



**LAUNDRY (CAMPGROUND)**



**ADA and  
Environmental**

According to information provided by management representatives, there are no environmental hazards present in the subject property's improvements, nor did we observe any. All underground gas storage tanks were reportedly removed, with no environmental issues, and the current above-ground tanks have no reported issues. The property reportedly complies with the Americans with Disabilities Act, including ADA-mandated pool lifts, which were reportedly held in storage at the



time of inspection. Reportedly, the pool lifts are able to be brought out of storage when needed.

#### Functional Obsolescence

Given the subject property's phased construction over the course of several decades, the property's layout exhibits varying degrees of functional obsolescence. This construction resulted in an inefficient layout of the restaurant, lobby, ancillary businesses and improvements, and other public areas in relation to the guestrooms and other revenue centers. Additionally, the exterior walkways for the vast majority of the guestrooms and rentable units are considered obsolete given current design standards and the costly maintenance required by the covered paths. Providing housekeeping service to the various units, which are spread out across the resort community, is particularly challenging and requires housekeeping vehicles. As mentioned previously, there is an abandoned school building north of the RV park and campground. This building is in disrepair and would require extensive renovations to be brought up to working order; however, this building is not directly considered in our analysis. It should be noted that the overall property layout also provides numerous walking and hiking paths that enhance the appeal of the property, as these paths lead to sweeping views of Monument Valley and the surrounding landscape.

#### Effective Age and Remaining Economic Life

Our opinion of effective age and remaining economic life for the building is presented as follows.

**FIGURE 3-7 EFFECTIVE AGE AND REMAINING ECONOMIC LIFE**

Typical Economic Life	45 Years
Chronological Age	1-66
Effective Age	25
Remaining Economic Life	20

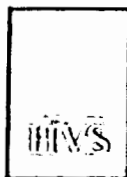
Hotels are typically renewed on a regular basis. With good ongoing maintenance and regular upgrading, the remaining economic life can be periodically extended.

#### Capital Expenditures

We were not provided with detailed, comprehensive, historical capital expenditures; however, according to property ownership, updates are completed each year as needed in order to maintain the property's good condition. According to property ownership, a luxury home was constructed to the south of Monument Valley Clinic Road, across from the hospital, roughly two years ago. Moreover, as of the date of our inspection, the softgoods in the two main lodge buildings were being replaced. As noted previously, a luxury rental home was constructed in the RV park and campground area in the year-to-date 2022 period and was said to be days away from opening pending the installation of some FF&E.

A-28





Our forecast of income and expense incorporates a reserve for replacement in recognition of the future renovation needs of the property and has consider the update needs in our selected valuation parameters. Our appraisal also assumes an ongoing preventive maintenance program and appropriate management and ownership oversight. The reserve for replacement is consistent with accepted industry norms for a property of this type. Investors also recognize that additional capital may be required over the holding period; this expectation is factored into their return requirements. Our selected discount and capitalization rates are based on market requirements, implicitly considering potential additional capital investments that may be required during the holding period.

**Improvements  
Conclusion**

Overall, the subject property offers a unique product offering with a variety of lodging options to choose from, while simultaneously providing a tourism destination for guests. Strengths of the physical asset include its large variety of product offerings and businesses that contribute to the property's overall appeal as a tourism destination. A significant weakness noted was the property's inefficient layout and phased construction over many years, which has resulted in functional obsolescence.

A.29

A.30

**Final Plat**  
**Gouldings Subdivision**  
Within the N½ of Section 36, T43S, R15E, SLB&M  
Exterior Boundary Lines  
Total area within Gouldings Subdivision  
200.11 Acres

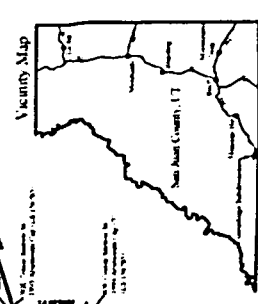
**Narrative**  
This plat was prepared in accordance with the provisions of the Georgia Subdivision Map Act, Chapter 136, Official Code of Georgia Annotated (OCGA), and the rules and regulations of the Georgia Surveyors Board, Chapter 136-11, Official Code of Georgia Annotated (OCGA). The plat was prepared by the undersigned, a duly licensed Professional Surveyor in the State of Georgia, and is a true and correct representation of the survey and the boundaries of the Gouldings Subdivision as shown on the map.

**Description**  
The Gouldings Subdivision is a subdivision of land located in the N½ of Section 36, T43S, R15E, SLB&M. The subdivision consists of 10 lots, each of which is described as follows: Lot 1, 10.00 Acres; Lot 2, 10.00 Acres; Lot 3, 10.00 Acres; Lot 4, 10.00 Acres; Lot 5, 10.00 Acres; Lot 6, 10.00 Acres; Lot 7, 10.00 Acres; Lot 8, 10.00 Acres; Lot 9, 10.00 Acres; and Lot 10, 10.00 Acres. The total area of the subdivision is 100.00 Acres.

Lot Table		Curve Table	
Lot #	Area (Acres)	Curve #	Area (Acres)
1	10.00	1	10.00
2	10.00	2	10.00
3	10.00	3	10.00
4	10.00	4	10.00
5	10.00	5	10.00
6	10.00	6	10.00
7	10.00	7	10.00
8	10.00	8	10.00
9	10.00	9	10.00
10	10.00	10	10.00

Lot Table		Curve Table	
Lot #	Area (Acres)	Curve #	Area (Acres)
1	10.00	1	10.00
2	10.00	2	10.00
3	10.00	3	10.00
4	10.00	4	10.00
5	10.00	5	10.00
6	10.00	6	10.00
7	10.00	7	10.00
8	10.00	8	10.00
9	10.00	9	10.00
10	10.00	10	10.00

**Surveyor's Certificate**  
I, the undersigned, a duly licensed Professional Surveyor in the State of Georgia, certify that this plat was prepared by me or under my direct supervision and that it is a true and correct representation of the survey and the boundaries of the Gouldings Subdivision as shown on the map.

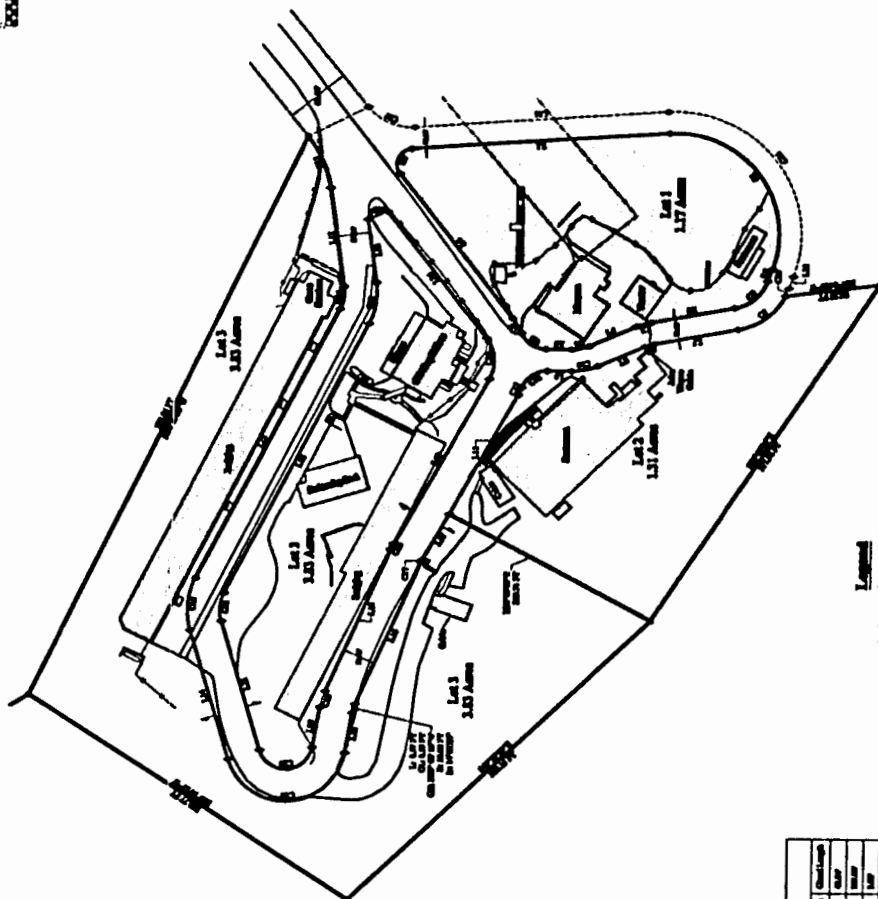
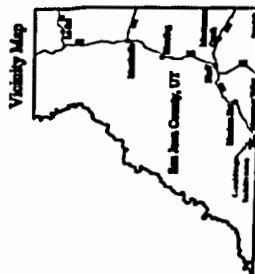


<b>County Recorder</b> Name of Subdivisor: Gouldings Subdivision Date of Plat: 10/1/2023 Total Area: 200.11 Acres Total Lots: 10	<b>Health Department</b> Name of Subdivisor: Gouldings Subdivision Date of Plat: 10/1/2023 Total Area: 200.11 Acres Total Lots: 10	<b>Approved as to Form</b> Name of Subdivisor: Gouldings Subdivision Date of Plat: 10/1/2023 Total Area: 200.11 Acres Total Lots: 10	<b>Owner's Declaration</b> Name of Subdivisor: Gouldings Subdivision Date of Plat: 10/1/2023 Total Area: 200.11 Acres Total Lots: 10	<b>Acknowledgment</b> Name of Subdivisor: Gouldings Subdivision Date of Plat: 10/1/2023 Total Area: 200.11 Acres Total Lots: 10	<b>Surveyor's Declaration</b> Name of Subdivisor: Gouldings Subdivision Date of Plat: 10/1/2023 Total Area: 200.11 Acres Total Lots: 10
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### Final Plot

**Gouldings Subdivision**

Within the N½ of Section 36, T43S, R15E, SLB&M  
Sheet 2 of 7 (Lots 1-3)



Line Table	
Line	Length
1	10
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94	10
95	10
96	10
97	10
98	10
99	10
100	10

Career Totals											
Season	Team	Pos.	Games	Points	Reb.	Assists	Stolen	Blocked	FT %	3P %	Overall Rank
1990-91	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1991-92	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1992-93	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1993-94	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1994-95	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1995-96	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1996-97	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1997-98	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1998-99	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
1999-00	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2000-01	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2001-02	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2002-03	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2003-04	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2004-05	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2005-06	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2006-07	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2007-08	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2008-09	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2009-10	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2010-11	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2011-12	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2012-13	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2013-14	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2014-15	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2015-16	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2016-17	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2017-18	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2018-19	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2019-20	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2020-21	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2021-22	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2022-23	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2023-24	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10
2024-25	San Antonio Spurs	PF	82	1,113	240	107	10	1	78.5	32.1	10

Speed	High	Mid	Low	Outboard	Outboard
10	10	10	10	10	10
20	20	20	20	20	20
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100	100	100	100	100	100

[illegible]

**Supervisor's Certificate**



Downloaded from <http://ajphaphysiol.physiology.org/> at University of California, San Diego on September 11, 2012

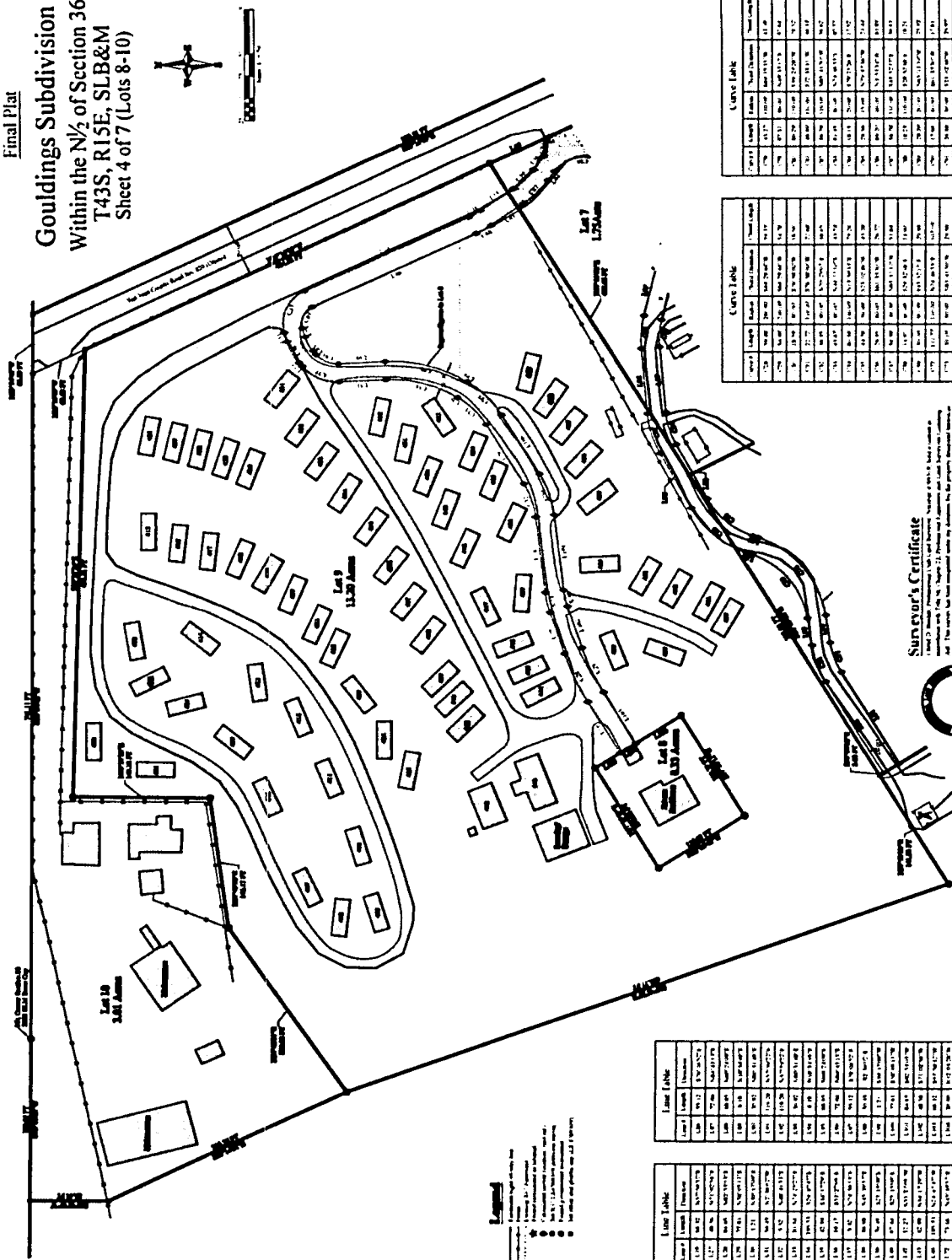
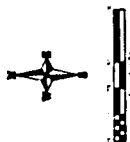
[illegible]



Bank's Department _____ Day of _____ 20____ Approved the _____ _____		Bank's President _____ Day of _____ 20____ Approved as to Form _____ _____		Bank's Secretary _____ Day of _____ 20____ Approved the _____ _____		Bank's Treasurer _____ Day of _____ 20____ Approved the _____ _____		Bank's Cashier _____ Day of _____ 20____ Approved the _____ _____		Bank's Controller _____ Day of _____ 20____ Approved the _____ _____		Bank's Auditor _____ Day of _____ 20____ Approved the _____ _____		Bank's Tax Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Legal Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Insurance Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Real Estate Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Mortgage Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Trust Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Investment Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Pension Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Employee Benefits Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Systems Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Security Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Compliance Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Risk Management Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Environmental Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Social Responsibility Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Public Affairs Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Media Relations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Investor Relations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Government Relations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Industry Relations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Community Relations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Public Policy Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Regulatory Affairs Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Legal Counsel Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Tax Counsel Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Accounting Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Finance Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Operations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Marketing Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Sales Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Customer Service Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Human Resources Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Training Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Quality Assurance Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Research and Development Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Intellectual Property Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Patent Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Copyright Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Trademark Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Trade Dress Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Unfair Competition Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Consumer Protection Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Privacy Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Data Protection Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Security Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Cybersecurity Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Technology Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Systems Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Management Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Architecture Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Governance Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Policy Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Strategy Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Vision Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Mission Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Values Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Principles Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Standards Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Best Practices Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Guidelines Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Procedures Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Policies Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Rules Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Regulations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Laws Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Statutes Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Codes Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Ordinances Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Decisions Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Orders Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Resolutions Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Recommendations Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Suggestions Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Proposals Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Plans Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Programs Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Projects Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Initiatives Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Campaigns Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Programs Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Projects Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Initiatives Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Campaigns Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Programs Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Projects Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Initiatives Department _____ Day of _____ 20____ Approved the _____ _____		Bank's Information Campaigns	
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### Final Plat

**Gouldings Subdivision**  
**Within the N½ of Section 36,**  
**T43S, R15E, SLB&M**  
**Sheet 4 of 7 (Lots 8-10)**



### Surveyor's Certificate

### Sunovon's Certificate

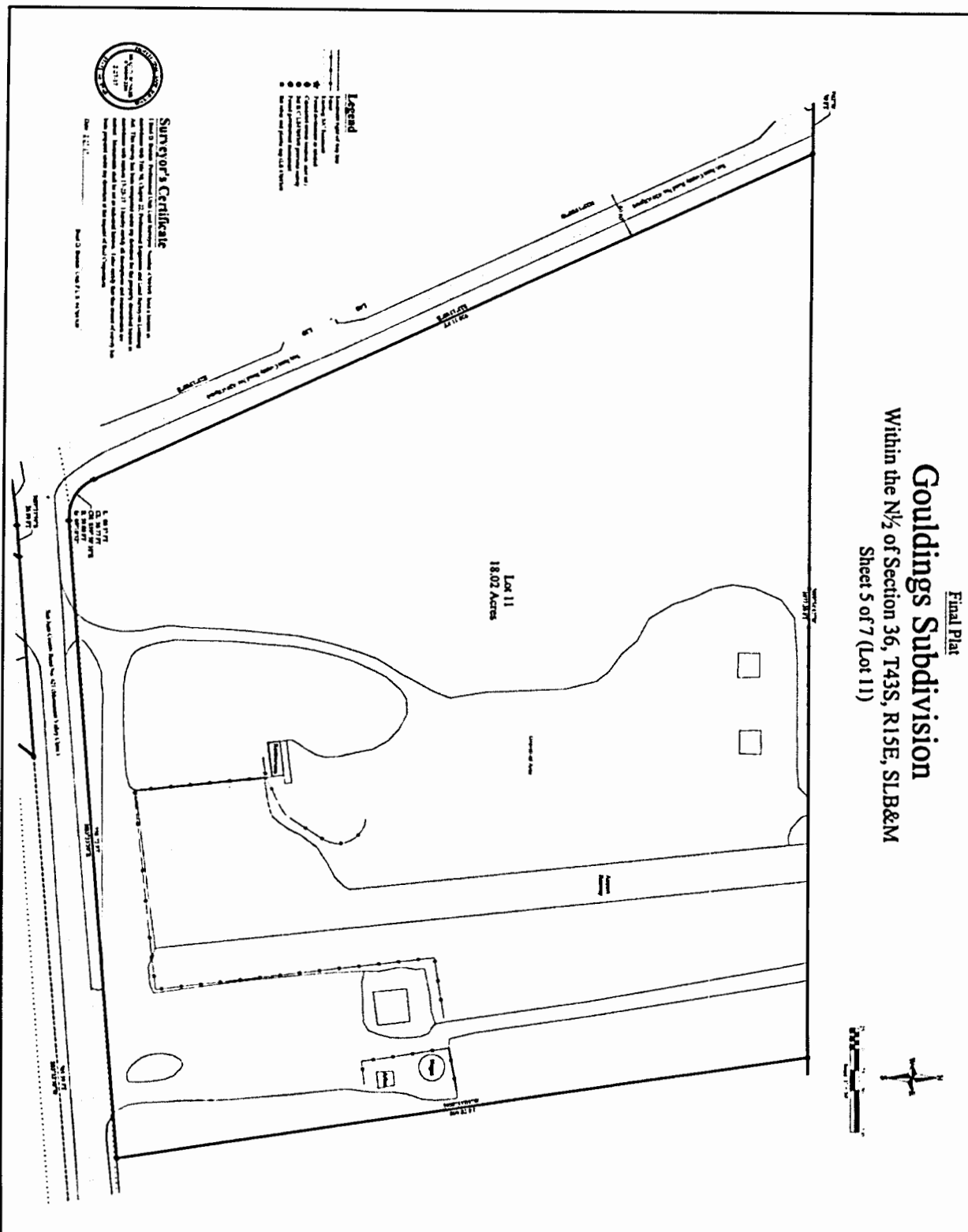
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Line Table				
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Line #	Length	Frequency
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99	1.00	50.00
100	1.00	50.00

# **Gouldings Subdivision**

Within the N½ of Section 36, T43S, R15E, SLB&M  
Sheet 5 of 7 (Lot 11)



<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ Secretary		<b>County Recorder</b> State of Utah, County of San Juan, Recorded in the office of _____ Filed Date _____ Time _____ Book _____ Page _____ Per _____ _____ County Recorder		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T43S, R15E, SLB&M			
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ Commissioner _____ Commissioner				<b>Owners Dedication</b> I, the undersigned owner(s) of the above described tract of land, having caused the same to be subdivided into lots and streets hereafter to be known as the "Gouldings Subdivision", and do hereby dedicate the perpetual use of the public all portions of land shown on this plat as intended for public use in witness whereof I have hereunto set my hand this _____ Day of _____, 20____. By _____ Bunker Engineering, LLC By _____ Bunker Engineering, LLC				<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with the information on file in the office. _____ Date _____ County Surveyor	
<b>Acknowledgement</b> State of Utah, County of San Juan, on the _____ Day of _____, 20____, personally appeared before me _____ and provided to me as the basis of preliminary evidence to be the person(s) whose name(s) is/are subscribed to the commission, and acknowledged that they subscribed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ Secretary Public _____ Recording at _____				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ Chairman				<b>Bunker Engineering, LLC</b> 965 South Creek Road, Monticello, UT 84515 P.O. Box 4132, Monticello, UT 84515 (435) 456-9152 Date: 2-25-17 Drawn By: B.D. Bunker Scale: 1" = 50' Drawing Name: Survey Reference Number: BE754 Sheet: 5 of 7	

A.34

## Gouldings Subdivision

Within the N<sup>1</sup>/<sub>2</sub> of Section 36, T43S, R15E, SLB&M  
Sheet 6 of 7 (Lots 12-16)

Curve Table			
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9	9.00	9.00	9.00
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**Legend**

- **Expenditure type of any law**
- **From**
- **Is being left**
- **Project statement to submit**
- **Contract order including this to:**
- **Has it a 1.5 year long previous report**
- **Final government statement**
- **Has the first funding report 1.5 years old**

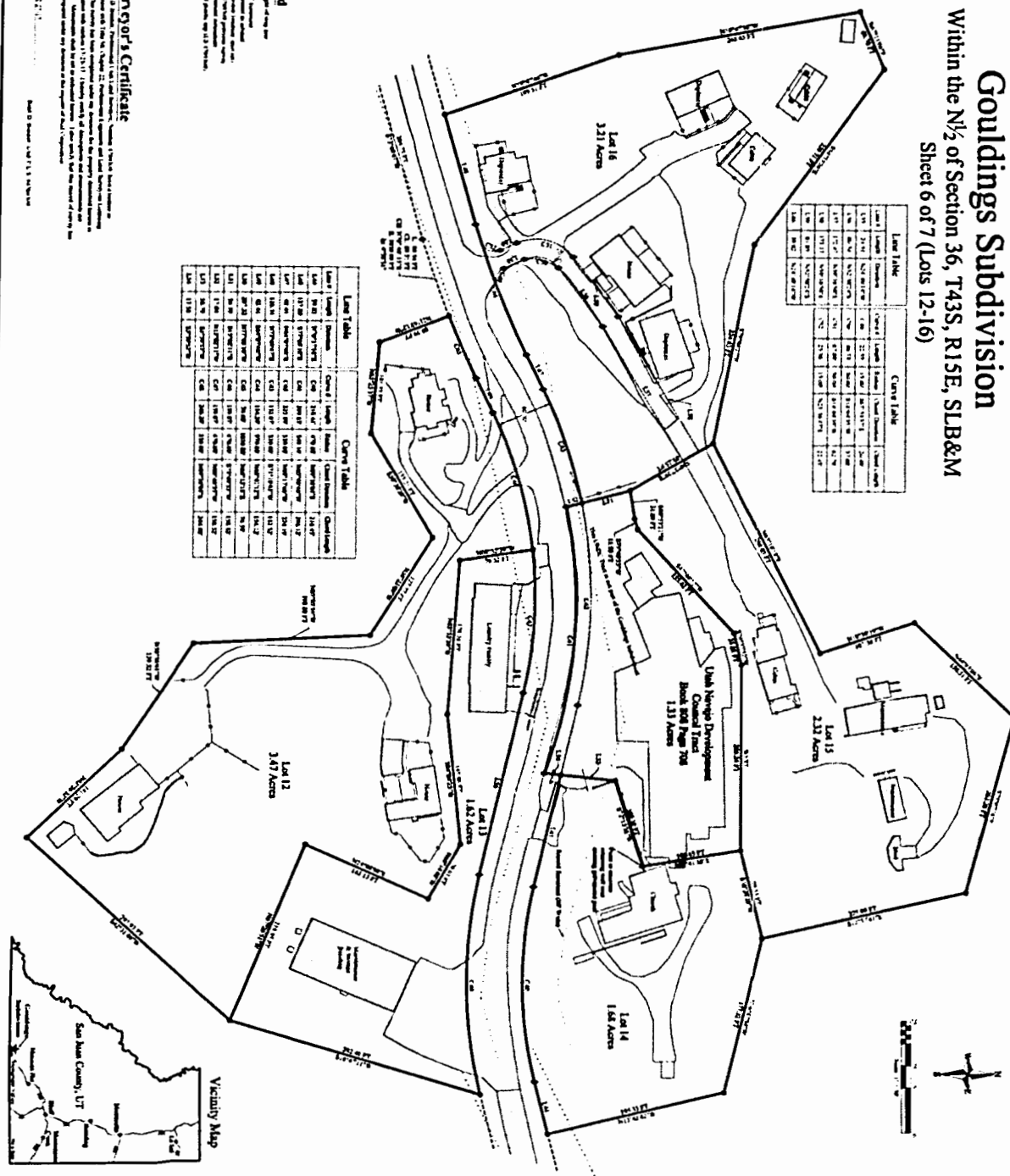


## Surveyor's Certificate

[illegible]

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**Prof. D. Breda, Univ. P.L.S. in Verona**



<b>Health Department</b> Approved this _____ Day of _____, 20____ _____ <small>(Seal of Health Officer)</small>		<b>Approval as to Form</b> Approved this _____ Day of _____, 20____ _____ <small>(Signature)</small>		<b>County Recorder</b> State of Utah, County of Salt Lake, Recorded at the request of _____ Filed Date _____ Time _____ Book _____ Page _____ Fee _____ _____ <small>(County Recorder)</small>		<b>Final Plat</b> <b>Gouldings Subdivision</b> Within the N½ of Section 36, T41S, R1W, S1 & 2M					
<b>San Juan County Commission</b> The subdivision herein was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ <small>(Commissioner)</small>				<b>Owners Dedication</b> I, the undersigned owner(s) of the above described tract of land, having divided the same into lots and several townships to be known as the "Gouldings Subdivision," do hereby dedicate for permanent use of the public all portions of said tracts so that plot as indicated by the plat or to otherwise referred to have become part of my land this _____ day of _____, 20____.				<b>County Surveyor</b> By: <u>Evelyn L. Olson, BGS Corporation</u> I have examined the above plat and it is to be entered and is pertinent with subdivisions on the file of this office. By: <u>Waymond L. Nelson, Registered P.S., Inc.</u> _____ <small>(Surveyor)</small>			
<b>Acknowledgement</b> State of Utah, County of Salt Lake, on the _____ Day of _____, 20____ personally appeared before me _____, _____, and _____, known to me to be the persons whose names are set forth in the foregoing instrument to be the person(s) whose name(s) is (are) subscribed to the foregoing, and acknowledged that they (each) executed the same freely and voluntarily for the purposes stated herein.				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission this _____ Day of _____, 20____ _____ <small>(Chairman)</small>				<b>Bunker Engineering, LLC</b> 963 South Creek Road, Monticello, UT 84535 P.O. Box 412, Monticello, UT 84535      (435) 459-9152			
My commission expires _____ 20____ _____ <small>(County Seal)</small>				_____ <small>(Secretary Public)</small>				_____ <small>(Sealing in)</small>			
				_____ <small>(Drawing Name)</small>				_____ <small>(Survey Reference)</small>		_____ <small>(Sheet # of #)</small>	

A.35

[illegible]

### Surveyor's Certificate



Page 9 of 10

André A. Brown, PhD, is a professor at the University of Illinois at Chicago.

<b>Health Department</b> Approved this _____ day of _____, 20____ _____ Health Officer		<b>Approval as to Form</b> Approved this _____ day of _____, 20____ _____ Attorney		<b>County Recorder</b> State of Utah, County of San Juan, recorded at the request of: Filed this _____ day of _____, 20____ Book _____ Page _____ _____ County Recorder		<b>Legal Plat</b> <b>Gouldings Subdivision</b> Within the NE <sub>4</sub> of Section 36, T43N, R13E, S12AM	
<b>San Juan County Commission</b> The subdivision herein is presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. _____ _____ _____				<b>Owners Declaration</b> Where all claim by these persons that (1) no, the undersigned owners of the above described tract of land, having retained the same as to be included into said and agree hereunder to be bound to the "Gouldings Subdivision", and do hereby declare the proposed use of the plat of said parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand this _____ day of _____, 20____.		<b>County Surveyor</b> I have examined this plat and find it to be correct and in accordance with information on file in this office. _____ _____ County Surveyor	
<b>Acknowledgment</b> State of Utah, County of San Juan, on the _____ day of _____, 20____, personally appeared before me _____, _____, and _____, known to me as the heirs of said deceased, who acknowledged to me the contents of this instrument, and acknowledged that they intended to execute the same freely and voluntarily for the purposes stated herein. My commission expires _____ _____ Notary Public				<b>San Juan County Planning Commission</b> Approved by the San Juan County Planning Commission On _____ day of _____, 20____ _____ Chairman		<b>Bunker Engineering, LLC</b> 805 South Canal Road, Monticello, UT 84403 P.O. Box 432, Monticello, UT 84403 (435) 639-9153 Date: 2-27-13 Drawn By: B.A. Bunker Checked By: B.A. Bunker Scale: 1" = 20' Drawing Number: Survey Subdivision Number: 28734 Sheet: 1 of 1	

A.36



**EXHIBIT "A-1"**

**Recognized Environmental Concerns**

**Evaluation**

Due to the large acreage, the subject property was divided into four (4) areas:

- Area 1- Airstrip and Lagoons
- Area 2 – Villas, Tour Bus Facilities, Grocery Store, and Laundromat
- Area 3 – Hotel and Fueling Station
- Area 4- Campsites, Maintenance Facilities, Housing, and Other Buildings (without direct association with the lodge).

After site reconnaissance of the property; reviewing the available information regarding the property and adjoining properties; and conducting interviews with multiple parties and agencies; TYT identified the following findings associated with the subject property:

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 1 - Lagoons	Wastewater Lagoons	Site Reconnaissance	Data gap for leak detection system; REC
Area 1 – Air Strip ASTs	Air Strip	Site Reconnaissance	Temporary ASTs with secondary containment. Not a REC
Area 1 – Debris Stockpiles In Wash	Air Strip	Site Reconnaissance	Illegal dumping of solid waste that includes solids from vehicle washes; REC
Area 1 – Ground Penetrations at Air Strip Entrance (Firework Launchers)	Air Strip	Site Reconnaissance	Potential for heavy metal contamination; REC
Area 2 - Incinerator	Tour Bus Garage	Site Reconnaissance	Data gap regarding permits and potential for release of heavy metal particulates; REC
Area 2 – ASTs, Drums, and Heavy Equipment	Tour Bus Garage	Site Reconnaissance	Evidence of release of petroleum hydrocarbons to environment from drum and AST;

SITE NAME	ADDRESS	DATABASES	Evaluation
			Suspected hydraulic oil release from heavy equipment; unlabeled drums; data gap for petroleum storage tank records; REC
Area 2 – Grocery Store Grease Traps	Grocery Store	Site Reconnaissance	Commercial food grease traps in use with evidence of release; REC
Area 3 – Car Wash	1000 Main Street	Site Reconnaissance	Solids removed from sump stockpiled on site; REC
Area 3 - Fuel Station ASTs	1000 Main Street	Site Reconnaissance	In Use Commercial Fuel Tanks with leak detection and containment. Not a REC
Area 3 –Fuel Station	1000 Main Street	FINDS, ICIS, FINDS, ECHO, INDIAN LUST, INDIAN UST	USTs closed per Utah and NNEPA standards; Not a REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	INDIAN UST, Public Records Review, and Interviews	Gasoline tank with reported release and no further records; septic tank removed with no closure records; REC
Area 4 – Monument Valley Hospital	P.O.BOX 4	Site Reconnaissance	Grease traps with evidence of a release; REC
Area 4 – Monument Valley Hospital	Community Trash Roll Offs	Site Reconnaissance	Evidence of leaks from containers, unknown substances; REC
Area 4 – Seventh Day Adventist Church UST	Seventh Day Adventist Church	State of Utah Records	Reported UST still in use, no additional records available; REC

SITE NAME	ADDRESS	DATABASES	Evaluation
Area 4 – Generator Building ASTs and Dispenser	Maintenance Shop	Site Reconnaissance/ NNEPA Records	Data gap for tank records and report of a historic release; REC
Area 4 – Electrical Service Building	Maintenance Shop	Site Reconnaissance	Paint chips around building on surficial soil, potential for lead contamination; REC
Area 4 – Equipment Parking Area	Maintenance Shop	Site Reconnaissance	Sewage Line Break and Buried Solid Waste Containing Suspect Asbestos Materials; REC
West Adjoining Property	Residential	Site Reconnaissance/ Interviews	Report of buried automotive parts and materials, unknown contents and extents; REC
East Adjoining Property	Monument Valley High School	State of Utah Database Review	UST closed per Utah and NNEPA standards; Not a REC

Note, the remaining land between the Arizona state line and the rock outcrop was also assessed. No findings were identified in this parcel which is designated for recreational purposes only.

#### Limitations

Significant data gaps in records pertaining to several storage tanks, septic tanks, and the wastewater lagoons limited the ability of the environmental professional to render an opinion regarding whether conditions exist that are indicative of a REC. Additionally, not all buildings were accessible during the site reconnaissance of the property.

Note, per the applicable ASTM standard, the subject assessment excludes the following evaluations that could potentially affect the subject property: asbestos-containing building materials; indoor air quality; lead-based paint; mold or microbial growth conditions; PCB-containing building materials; and emerging contaminants such as perfluoroalkyl and polyfluoroalkyl substances (PFAS).

A-1.3

Tiis Yá Tóh, Inc.

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**Continuing Obligations**

Under the All-Appropriate Inquiry Rule (AAI), future and continuing obligations are required to maintain landowner liability protections under CERCLA. Specifically, complying with land use restrictions and institutional controls; taking reasonable steps with respect to hazardous substance releases; providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration; complying with information requests and administrative subpoenas; and providing legally required notices.

A-1.7

Tiis Yá Tóh, Inc.

## EXHIBIT "B"

### **Listing of Improvements Goulding's Monument Valley Trading Post and Lodge Monument Valley San Juan County, Utah**

A) Seller shall supply Buyer and Escrow Agent with a listing of improvements being sold with the Property within ten (10) business days of the execution of this Agreement.

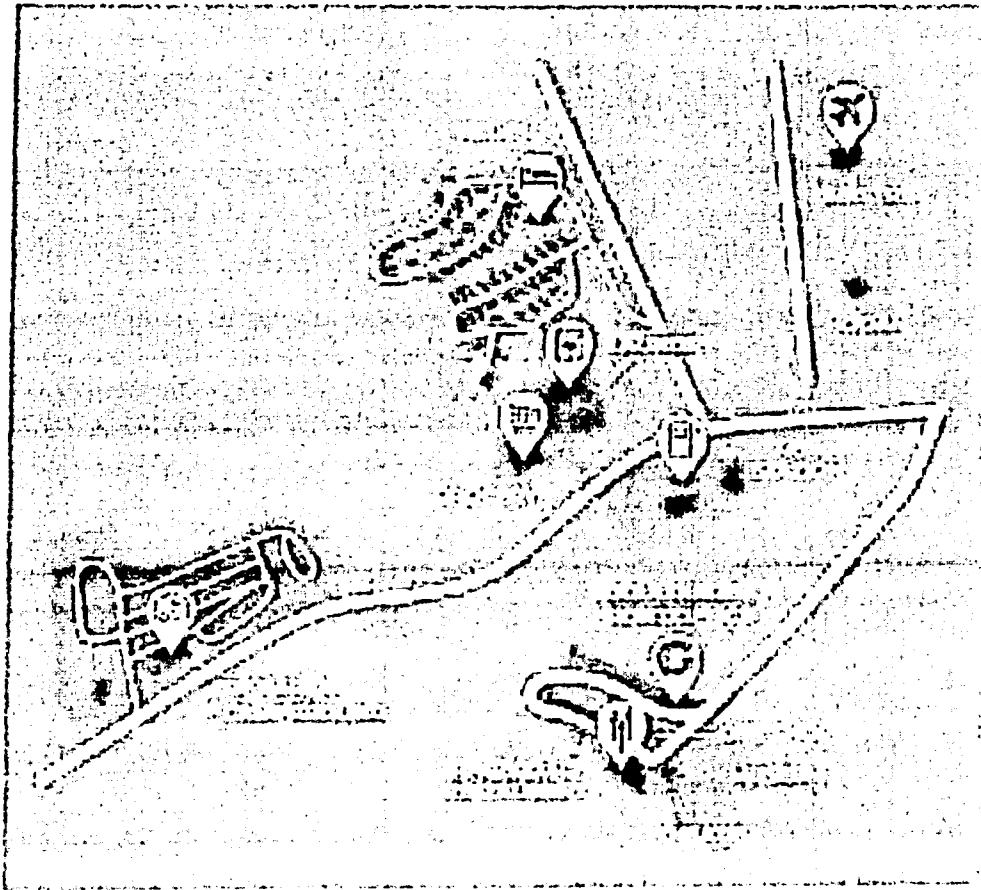
B) The following listing includes personal property that will be purchased by Buyer:

1. 110-foot-deep off-site water well
2. 120-foot-deep off-site water well
3. Water rights annual basis lease at a rate of \$0.27 per 1,000 gallons of water, or approximately \$2,000 per year as reported by ownership.
4. Five water tanks with three miles of underground water lines.
5. A sewer plan, with a series of sewer lagoons.
6. Propane tanks that serve the Property, including but not limited to the following: 1) 18,000-gallon main tank, 2) a 2,000-gallon tank that services the main compound, 3) two 1,000-gallon tanks which provide propane gas to the Laundromat; and individual 250-gallon tanks for each single-family residence, duplex, fourplex, etc.
7. Interior roadways that service the Property, including two lane asphalt paved streets with no curbs, gutters or sidewalks and are privately maintained by subject owner.
8. Approximately 123,134 gross square feet of building improvements appearing on the table of "Goulding's Lodge Building Summary" attached hereto and incorporated herein as Exhibit B-1
9. The following building improvements with parking lots: an airship hanger, a self-serve carwash, a convenience store/gas station, a grocery store, museum buildings, administrative offices/gift shop buildings, maintenance building, Laundromat building, restaurant building, storage building, theater building, utility building, campground/RV park, private residences (2 houses), automotive/maintenance facility, Hotel (17 king rooms (1 king bed), 46 Queen rooms (2 queen beds), 3 one-bedroom suites, 9 2-bedroom suites 5 3-bedroom suites, and 1 4-bedroom suite), all fixtures, furniture, and equipment.
10. Asphalt paved private roads which extend to the hotel/restaurant improvements, to the automotive facility and throughout the campground/RV park; a gravel parking area adjacent to the museum, hotel and restaurant; concrete and asphalt paved driveways and parking areas surrounding building improvements; landscaping surrounding building improvements; dirt trails and pathway; and the 4,000 lineal foot asphalt airstrip.
11. 3,600 square foot metal fueling canopy, which contains four, multi-product dispenser pumps (totaling 16), with three above ground gasoline tanks (one for diesel fuel, one for unleaded fuel, and one for mixed fuels); capacities of tanks not reported.
12. Other tangible personal property and furniture, fixtures, and equipment. Tour vehicles, shuttle vehicles, all company and Property vehicles, inventory owner estimated a value of \$1.6 million of inventory including parts, food/beverages for the convenience store and restaurant, and gifts for all gift shops, and furniture, fixtures and equipment associated with operation of the hotel, the airstrip, the self-serve carwash, the convenience store/gas station, the grocery store, the museums, all gift shops, the laundromat, the restaurant, the theater, and the campground/RV park. Tangible personal property (FF&E) for the hotel operation incorporates; all guest rooms, lobbies, and office furnishings; laundry facilities; televisions; computer system; breakfast room and office furnishings; breakfast room furnishings; conference and meeting room furnishings and equipment; swimming pool/spa furnishings; fitness center equipment; and telephone/call accounting system.



Exhibit "B-1"

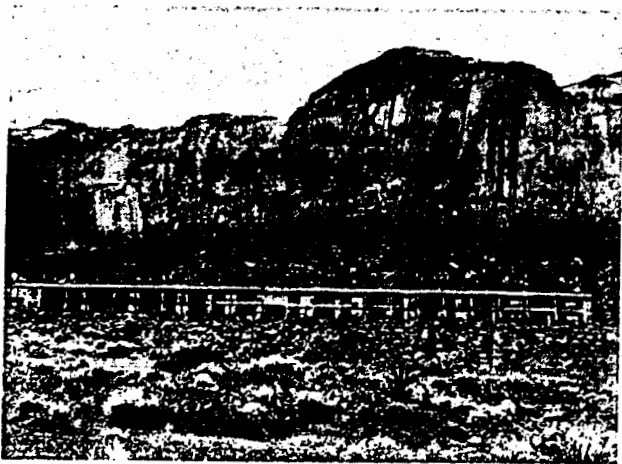
PROPERTY MAP



B-1.1



MAIN LODGE – FRONT OF HOTEL



MAIN LODGE – BACK OF HOTEL



Summary of the Facilities

Based on our research and information provided by management representatives of the subject property, the following table summarizes the facilities available at the subject property.

1  
1

1  
1

B1.2





**FIGURE 3-2 FACILITIES SUMMARY - LODGING**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	!

B-1.3



**FIGURE 3-3 FACILITIES SUMMARY – CONT.**

Food & Beverage Facilities		Seating Capacity	
Stagecoach Restaurant		136	
Gas Station Food and Beverage Outlet		None	
Grocery Store Bakery		None	
Amenities & Services			
Guest Laundry Room (RV Park)		Grocery Store	
Outdoor Barbecue Areas		Laundromat	
Retail (RV Park)		Gas Service Station	
Two Indoor Swimming Pools		Gift Shop	
Lobby Workstation		Museum	
		Airport	
Employee Housing Units/Owner Units		Units	Bedrooms
Villa Complex			
Employee Home		1	3
Employee Home		1	3
Employee Home		1	3
Canyon Apartments Area			
Employee Home		1	4
Employee Home		1	4
Employee Home		1	3
Employee Home		1	3
Employee Home		1	1
Employee Home		1	2
Total		10	29
Infrastructure			
Elevators		None	
Life-Safety Systems		Smoke Detectors	

**Site Improvements and Hotel Structure**

Once guests enter the subject property, ample parking is available, free of charge, on the surface lots near each building area. The parking areas were in good condition. Signage is located at the entrance of the subject site and appropriately placed throughout the site for each part of the property, including the gas station, grocery store, villas, and RV park and campground. The site's landscaping and sidewalks were in overall good condition upon our inspection.

B-1.4



The subject property comprises approximately 121 separate structures in total, as illustrated in the following images, ranging in height from one to two stories. The main hotel area consists of the two main lodge buildings (1 and 2), the restaurant (4), the gift shop and administrative offices (3), the pool house (11), two cabins (5 and 6), a theatre (7), a bathhouse for guests and bathroom breaks on tours (10), and two museum buildings (7 and 9). The buildings' exteriors were in good condition; there were no major problems observed or reported pertaining to the improvements' exterior finishes. The stairways are functional, appearing to be well kept upon inspection. According to management, the roofs are in good condition with no deficiencies. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### **OVERVIEW MAP OF MAIN LODGE AREA**



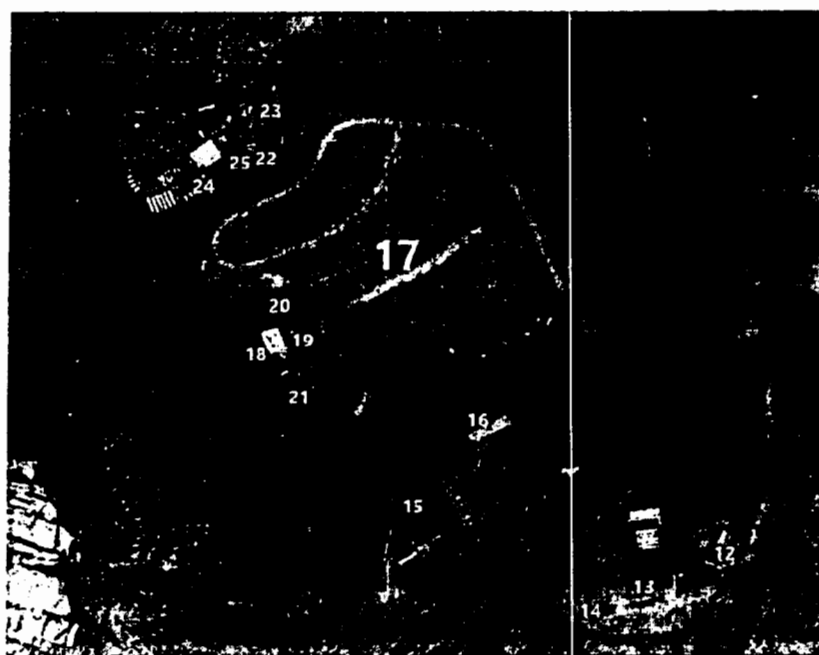
The gas station (13) features a car wash (12) and four guestrooms for tour bus drivers. The gas station also has a storage building (14). The one-bedroom villas (17) are located to the north of the grocery store (15) and laundromat (16). We note that the southern half of the villas feature kitchens that do not include cooktops, while the remaining portion provide full kitchens, including a cooktop; there are 68

B-1.5



villas in total. West of the villas are three homes; one home (19) is for property ownership, while the remaining two homes (20 and 21) are considered rentable units. We note that we were not able to inspect these homes; however, they are reportedly in good condition. The back-of-the-house laundry building (18) services the villas and the Goulding's Lodge rooms and cabins. An additional employee house (22), tour offices within a former home (23), a two-car parking garage (25), and a vehicle maintenance building (24) are located to the north of the villas.

#### **OVERVIEW MAP OF GAS STATION & VILLA AREA**



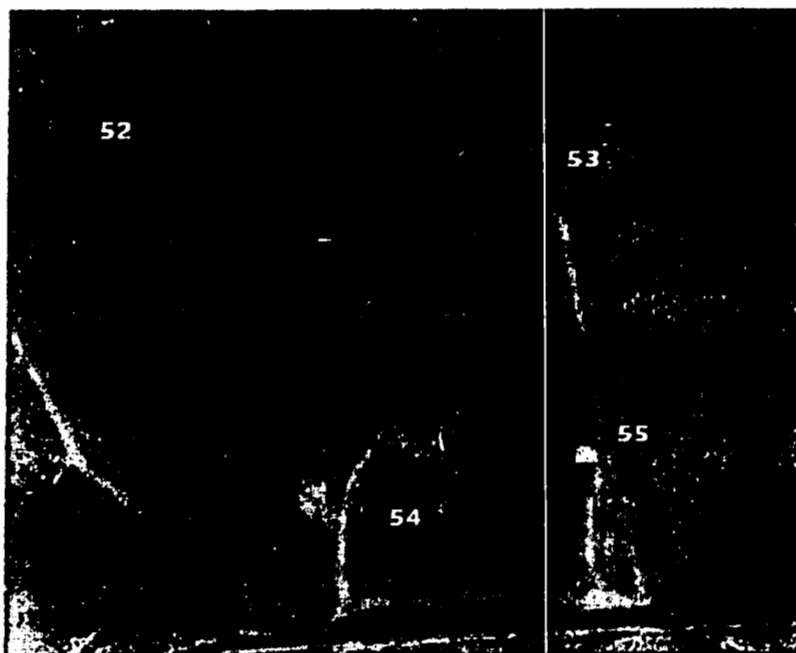
B-1.6



The private airport features a hangar (53) that includes an attached one-bedroom apartment for pilots. To the west, lies a sewage lagoon (52) that is used for the entire property. Additionally, a second bathhouse (54) is located to the southwest of the hangar to provide bathrooms for those arriving to the airport and for tour groups, as well as a large hogan (55)—a traditional dwelling of the Navajo people— that serves as a tourist attraction.

#### **OVERVIEW MAP OF AIRPORT AREA**

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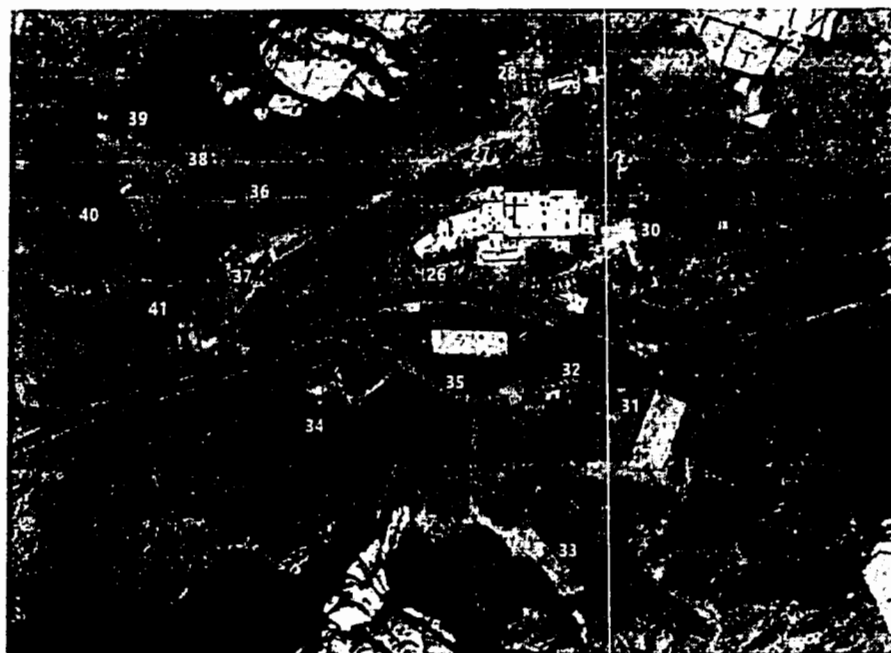


*B-1.7*



Additional buildings along Monument Valley Clinic Road/Rock Door Canyon Road going west include an abandoned church (30), maintenance buildings (27, 28, and 29), employee homes (37, 38, 39, 34, and 33), two fourplexes (36 and 41), and one duplex (40). One fourplex comprises four one-bedroom guestrooms, while the second comprises four two-bedroom guestrooms. It is important to note that the employee home (39) is occasionally included in the rental pool as a rentable unit. Furthermore, the area includes a former fire station (35), which is used for additional back-of-the-house laundry for the rentable units in the immediate area; an additional rentable home (32); and a warehouse (31) that contains additional storage and kitchen space on the first floor and houses the IT employee's office on the second floor.

#### **OVERVIEW MAP OF AIRPORT AREA**



*B-1.9*



The RV park and campground features 66 RV sites (43), 27 tent sites (44), 3 studio cabins (45, 46, and 47), a home (48), a rental home (51), and an abandoned school building with an outdoor basketball court (42). The luxury rental home (51) had been recently constructed at the time of our inspection; according to property ownership, five more days of work remained before it could be considered completed and included in the total number of rentable units. A check-in building that features a pool area and guest showers, as well as additional retail space, is located at the entrance to the site (49). A lobby workstation is also located in the check-in building. Lastly, the second building at the entrance to the site (50) provides additional showers for the public and for employees and includes a uniform and laundry room for employees.

#### **OVERVIEW MAP OF RV PARK & CAMPGROUND**



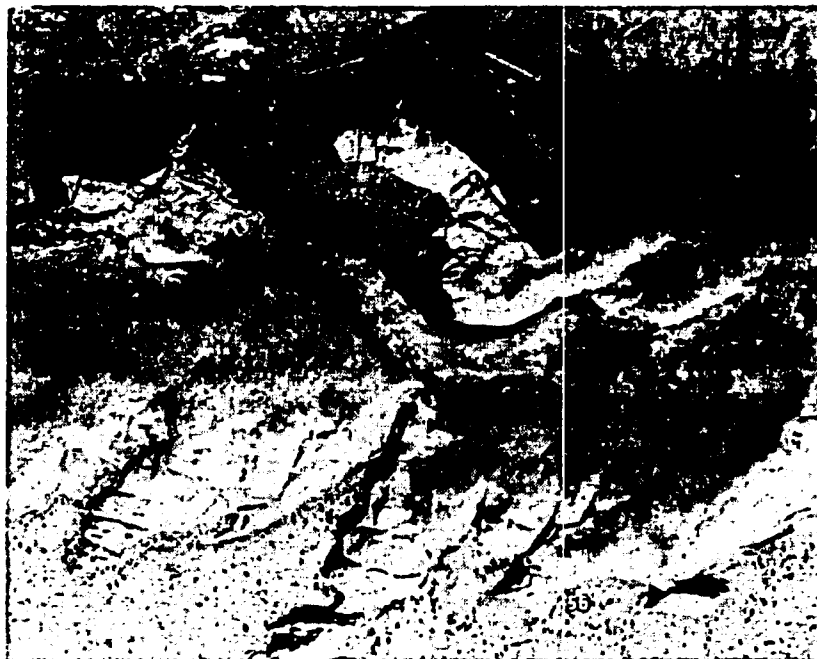
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Three exclusive cookout canopies are located along the southern side of the canyons (56), near the Utah/Arizona border, although only one cookout area can be seen on GIS imaging. The buildings' exteriors were in overall good condition, aside from the abandoned school and church buildings, which were considered to be in fair condition; otherwise, there were no major problems observed or reported pertaining to the exterior finishes. We note that we were able to inspect the interior of the school building; however, we were only able to inspect the exterior of the church building. Moreover, we were not able to inspect any of the employee housing given that they were occupied at the time of our inspection. According to property ownership, these homes are in good condition. The property's stairways are functional, appearing to be well kept upon inspection. According to ownership, the roofs are in good condition with no deficiencies noted. There were no problems reported with the buildings' foundations, structures, or windows; furthermore, we did not observe any deficiencies with these areas.

#### **OVERVIEW MAP OF EXCLUSIVE COOKOUT AREA**

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B-1.9





The following pictures are of the main lodge's check-in area and lobby.

#### MAIN LODGE LOBBY SEATING AREA



#### FRONT DESK



#### Lodging Options

The property features a wide variety of lodging types including standard and suite-style lodge rooms, entire homes, villas, studio cabins, apartments, fourplexes, and a duplex. Notably, the suite-style and standard guestrooms in the two main lodge buildings offer sweeping views of Monument Valley. Moreover, half of the 68 villas feature a kitchen with no cooktop, while the remaining villas provide kitchens with a cooktop. Otherwise, all villas feature an identical configuration with two queen beds, one in the living area and one in a separate bedroom. The home configurations vary; however, all but one are one story in height, with the outlier being two stories in height. Also, there are four guestrooms adjacent to the car wash; two of these guestrooms feature an interior-corridor configuration and are the only interior-corridor guestrooms on the property. We note that the lodging options were constructed over a long period of time, with the main lodge rooms being the oldest, and the villas and one luxury home (located in the RV park) being the most recently constructed. As such, the lodging offerings range in overall condition from good to excellent.

All guestroom bathrooms are of standard sizes, featuring a shower-in-tub and single-sink vanity area. Giving the phased construction of the property, the finishes and fixtures vary, as well as the corresponding conditions of these components. The conditions range from good to excellent, similar to the guestrooms.



The exterior guestroom corridors of the main lodges are wide and functional, permitting the easy passage of housekeeping carts. The remaining lodging options require housekeeping vehicles to bring necessary supplies to the front door of the rentable unit. Moreover, two guestrooms feature an interior-corridor configuration, as noted previously. Overall, the guestroom corridors, both exterior and interior, were in good condition.

As noted previously, the RV park and campground provides 66 RV spots, 27 tent sites, 3 studio cabins, and a home, as well as a luxury rental home that was five days from being completed at the time of our inspection. All RV spots feature full hookups for cable television, water, 50-amp power, and sewer. Tent sites are flat and include picnic tables and grills. Cabins and homes include private bathrooms, kitchens or kitchenettes, and outdoor spaces. All guests who stay at the RV park and campgrounds have access to bathrooms, showers, a retail area, an additional guest laundry area, a lobby workstation, an indoor pool, and picnic areas. Wi-Fi is also available to guests.

B-1, 12



**FIGURE 3-4 SUMMARY OF ROOM TYPES**

<u>Guestroom Configuration</u>	<u>Number of Units</u>	<u>Subtotals</u>
<u>Lodge Rooms</u>		<u>65</u>
Queen/Queen	33	
King + Twin Sofa Bed	20	
Queen	8	
Cabins	2	
Family Suites (Q/Q + Twin Sofa Bed)	2	
<u>Villa Complex</u>		<u>70</u>
One Bedroom (Q/Q + Twin Sofa Bed)	68	
Two-Bedroom Homes	2	
<u>Canyon Apartments</u>		<u>12</u>
Two-Bedroom Fourplex (4 guestrooms)	4	
One-Bedroom Fourplex (4 guestrooms)	4	
House	1	
Duplex (2 guestrooms)	2	
Red Rock Home	1	
<u>Gas Station/Airport (Support Rooms)</u>		<u>5</u>
Hangar Apartment (Q/Q + Twin Sofa Bed)	1	
Studio Guestrooms/Triple R	4	
<u>RV Park &amp; Campground</u>		<u>98</u>
Studio Cabins	3	
Luxury Home (Opens 2022)	1	
RV Spots	66	
Tent Sites	27	
Mobile Home	1	
Total	250	

The following photos provide a snapshot of the resort's lodging offerings.

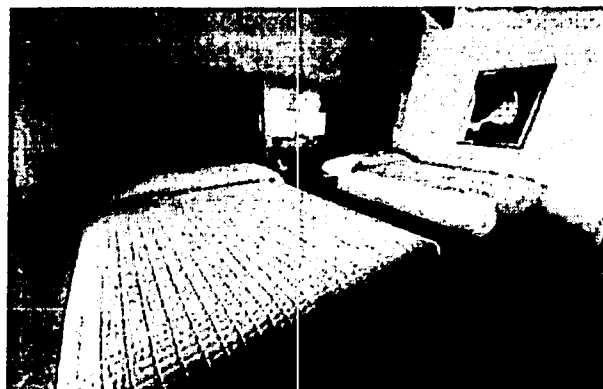
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**MAIN LODGE AREA CABIN INTERIOR**



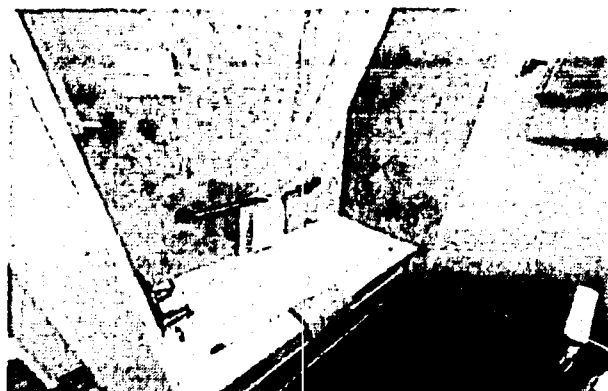
**MAIN LODGE GUESTROOM – SLEEPING**



**MAIN LODGE GUESTROOM – LIVING**



**MAIN LODGE GUESTROOM – BATH**



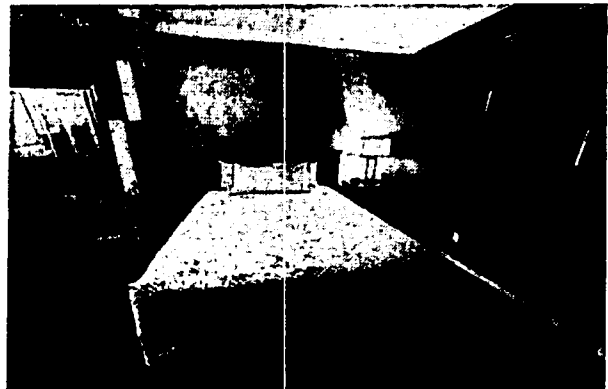
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VILLAS – TYPICAL EXTERIOR



VILLAS – TYPICAL SLEEPING



VILLAS – TYPICAL LIVING

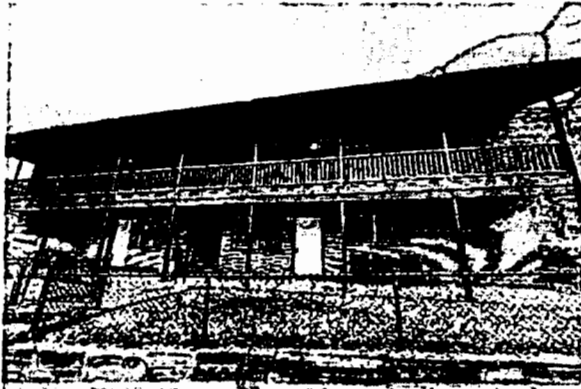


VILLAS – TYPICAL KITCHEN AREA

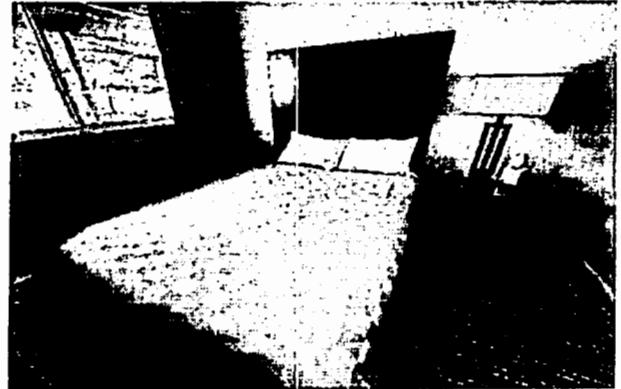




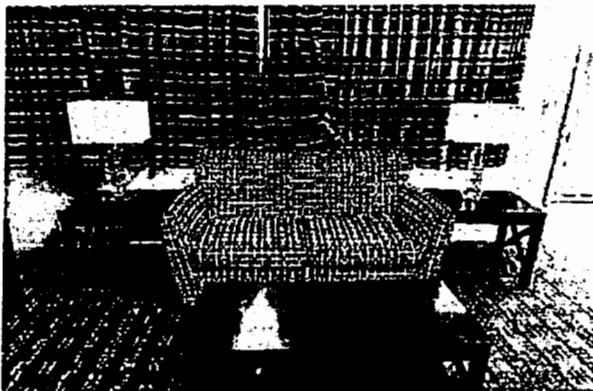
**FOURPLEX – FRONT**



**FOURPLEX – TYPICAL GUESTROOM SLEEPING**



**FOURPLEX – TYPICAL LIVING**



**FOURPLEX – TYPICAL KITCHEN**



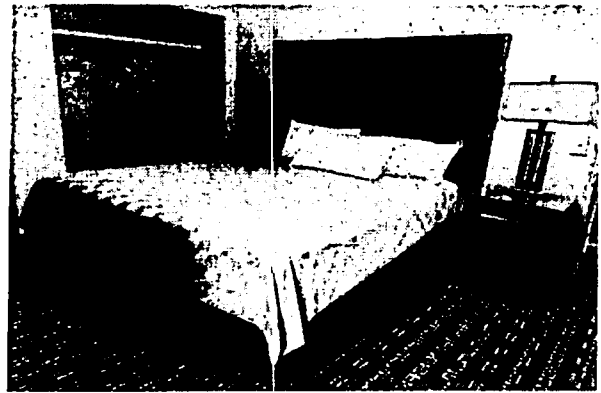
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**DUPLEX – FRONT**



**DUPLEX – TYPICAL GUESTROOM**



**DUPLEX – TYPICAL LIVING**



**DUPLEX – TYPICAL KITCHEN**



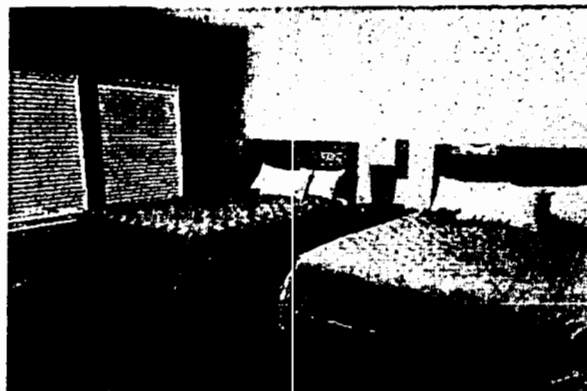
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**LUXURY HOME NEAR WAREHOUSE**



**LUXURY HOME – TYPICAL GUESTROOM**



**LUXURY HOME – TYPICAL LIVING**



**LUXURY HOME – TYPICAL KITCHEN**

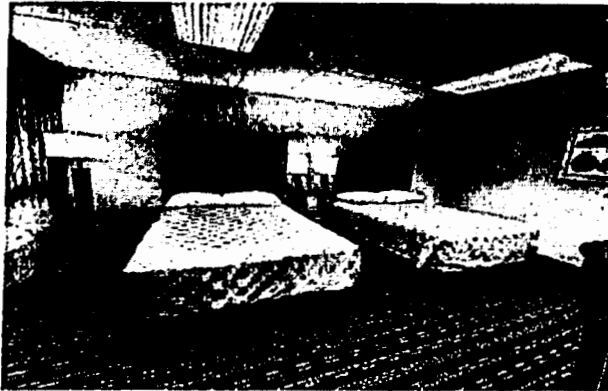


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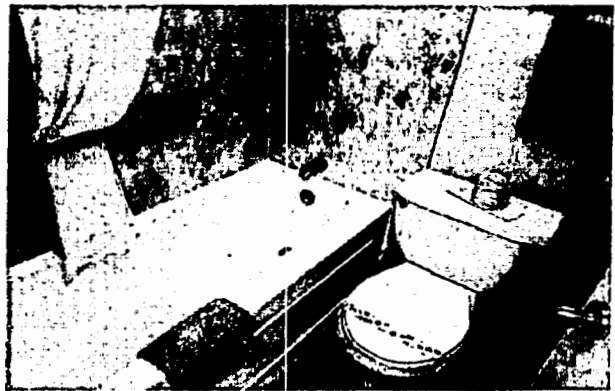




**AIRPORT APARTMENT – SLEEPING**



**AIRPORT APARTMENT – BATH**



**AIRPORT APARTMENT – LIVING**



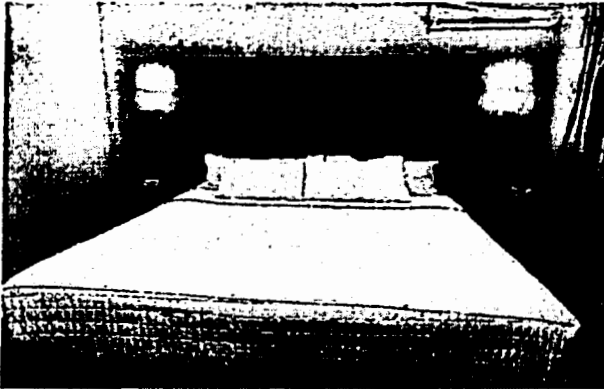
**AIRPORT APARTMENT – SINK**



*B-1.19*



**GAS STATION ROOM – TYPICAL SLEEPING**



**GAS STATION ROOM – TYPICAL LIVING**



**GAS STATION ROOM – TYPICAL SINK**



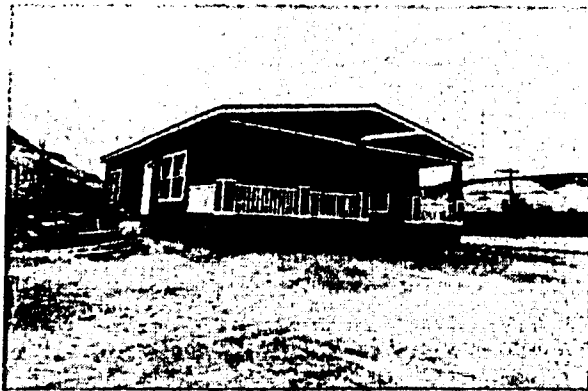
**GAS STATION – TYPICAL BATH**



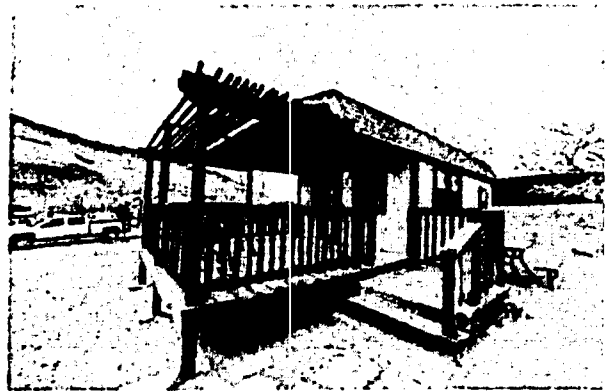
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**RV PARK & CAMPGROUND – LUXURY HOME**



**RV PARK & CAMPGROUND – CABIN**



**RV PARK & CAMPGROUND – CABIN INTERIOR**



**RV PARK & CAMPGROUND – RV SITE**



B-1.21



**Food and Beverage  
Facilities**

The property's restaurant was one of the first improvements of the Goulding's site. The restaurant features one main kitchen area, which services the main dining room, and a second smaller kitchen for the private dining area. According to property ownership, this space is a popular option for groups, as it features sweeping views of Monument Valley. The exact square footage of the space was not available. It is important to note that the space has not been used for public events or group meetings since the onset of the COVID-19 pandemic. The property also offers a bakery in the grocery store and to-go hot food in the gas station. The size and layout of each facility are appropriate for the food and beverage (F&B) service offered by the property, and the furnishings and finishes were in good condition upon our inspection.

**FIGURE 3-5    SUMMARY OF FOOD AND BEVERAGE OUTLETS**

Food & Beverage Facilities	Seating Capacity
Stagecoach Restaurant	136
Gas Station Food and Beverage Outlet	None
Grocery Store Bakery	None

**RESTAURANT**



**PRIVATE DINING AREA**



B-1.22



### Private Dining Space

As noted previously, the property provides private dining space in the restaurant building, which features expansive views of Monument Valley. The space was in good condition upon inspection. Furthermore, outdoor spaces are available in three cookout locations along the southern border of onsite canyons, near the Utah/Arizona state border. These spaces offer an exclusive experience for guests and have reportedly been a popular amenity since the onset of the COVID-19 pandemic. These spaces were in good condition upon inspection, as well.

### Additional Facilities and Amenities

The property features two indoor pools, three outdoor barbecue areas, a theatre, and a museum (comprising two buildings). Reportedly, a fitness room was located on the first floor of the gift shop (which also includes administrative offices) but was reportedly removed in recent years because of the limited usage; as such, it was converted to additional office space. The property does not have a dedicated business center; however, a single-computer workstation is located in the main check-in area at the RV park and campground.

As noted previously, the property features a grocery store, a laundromat, a gas/service station, a gift shop, a retail area for the RV park, and a vending machine in each of the two main lodge buildings. The grocery store and laundromat are adjacent to one another and are located to the south of the villas, near the main entrance to the resort community along Monument Valley Clinic Road. The grocery store and laundromat are two separate one-story buildings. The grocery store offers a movie-rental area, a bakery, produce and meat sections, and other typical grocery items. The laundromat provides several washers and dryers, as well as detergent for purchase. It is important to note that locals/employees use these facilities frequently; thus, revenues have remained fairly stable during the pandemic.

## FIGURE 3-6 SUMMARY OF AMENITIES AND SERVICES

### Amenities & Services

Guest Laundry Room (RV Park)	Grocery Store
Outdoor Barbecue Areas	Laundromat
Retail (RV Park)	Gas Service Station
Two Indoor Swimming Pools	Gift Shop
Lobby Workstation	Museum
	Airport

### Back-of-the-House

The subject property is served by the necessary back-of-the-house space, including several in-house laundry facilities, administrative offices, and several full-service kitchens. The restaurant kitchen is located adjacent to the main dining room, while the second restaurant kitchen area is located adjacent to the meeting room/private dining area. An additional kitchen is located in the warehouse on the first floor in order to provide additional back-of-the-house support for large events or tour

B-1,23



groups, depending on what is requested by the group. A kitchen is also located in the gas service station in order to service the F&B offering, while two kitchens are located in the grocery store to serve the bakery, meat, and produce sections. The kitchen facilities are appropriate for the scopes of services provided, appearing to be in good condition; no significant or persistent problems were reported by property management.

The grocery store features the necessary loading dock needed for product delivery, and the gas service station features above-ground storage tanks for gasoline. The laundry facility located near the villas contains two large-capacity washers, two large-capacity dryers, and an industrial iron. The laundry facility located near the hospital contains five large-capacity washers, four large-capacity dryers, and an industrial iron. The laundry facility located at the RV park in the shower building contains two large-capacity washers and one large-capacity dryer for personal employee use, as well as for the washing of employee uniforms. In the check-in building located at the RV park, an additional laundry facility contains four large-capacity washers and four large-capacity dryers. The property's back-of-the-house equipment and appliances were reported to be operational at the time of inspection, appearing to be in good condition.

18-1.24



**LAUNDRY (NEAR VILLAS)**



**RESTAURANT KITCHEN/FOOD PREP AREA**



**LAUNDRY (NEAR APARTMENTS)**



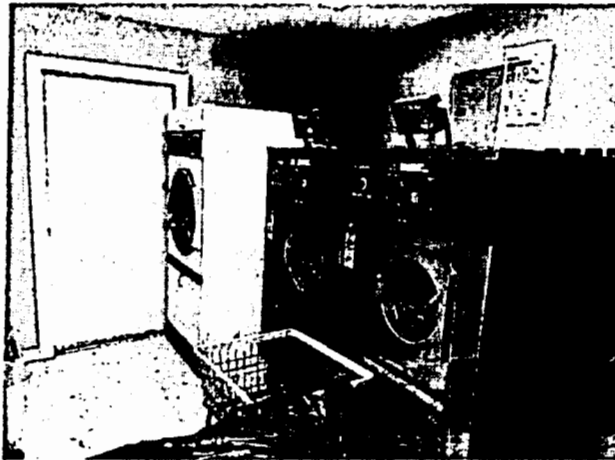
**GROCERY KITCHEN/FOOD PREP AREA**



B-1.25



**LAUNDRY (EMPLOYEE PERSONAL USE)**



**GAS STATION KITCHEN/FOOD PREP AREA**



**LAUNDRY (CAMPGROUND)**



**ADA and  
Environmental**

According to information provided by management representatives, there are no environmental hazards present in the subject property's improvements, nor did we observe any. All underground gas storage tanks were reportedly removed, with no environmental issues, and the current above-ground tanks have no reported issues. The property reportedly complies with the Americans with Disabilities Act, including ADA-mandated pool lifts, which were reportedly held in storage at the

*B-1.26*





time of inspection. Reportedly, the pool lifts are able to be brought out of storage when needed.

#### Functional Obsolescence

Given the subject property's phased construction over the course of several decades, the property's layout exhibits varying degrees of functional obsolescence. This construction resulted in an inefficient layout of the restaurant, lobby, ancillary businesses and improvements, and other public areas in relation to the guestrooms and other revenue centers. Additionally, the exterior walkways for the vast majority of the guestrooms and rentable units are considered obsolete given current design standards and the costly maintenance required by the covered paths. Providing housekeeping service to the various units, which are spread out across the resort community, is particularly challenging and requires housekeeping vehicles. As mentioned previously, there is an abandoned school building north of the RV park and campground. This building is in disrepair and would require extensive renovations to be brought up to working order; however, this building is not directly considered in our analysis. It should be noted that the overall property layout also provides numerous walking and hiking paths that enhance the appeal of the property, as these paths lead to sweeping views of Monument Valley and the surrounding landscape.

#### Effective Age and Remaining Economic Life

Our opinion of effective age and remaining economic life for the building is presented as follows.

**FIGURE 3-7 EFFECTIVE AGE AND REMAINING ECONOMIC LIFE**

Typical Economic Life	45 Years
Chronological Age	1-66
Effective Age	25
Remaining Economic Life	20

Hotels are typically renewed on a regular basis. With good ongoing maintenance and regular upgrading, the remaining economic life can be periodically extended.

#### Capital Expenditures

We were not provided with detailed, comprehensive, historical capital expenditures; however, according to property ownership, updates are completed each year as needed in order to maintain the property's good condition. According to property ownership, a luxury home was constructed to the south of Monument Valley Clinic Road, across from the hospital, roughly two years ago. Moreover, as of the date of our inspection, the softgoods in the two main lodge buildings were being replaced. As noted previously, a luxury rental home was constructed in the RV park and campground area in the year-to-date 2022 period and was said to be days away from opening pending the installation of some FF&E.

*B-1.27*



Our forecast of income and expense incorporates a reserve for replacement in recognition of the future renovation needs of the property and has consider the update needs in our selected valuation parameters. Our appraisal also assumes an ongoing preventive maintenance program and appropriate management and ownership oversight. The reserve for replacement is consistent with accepted industry norms for a property of this type. Investors also recognize that additional capital may be required over the holding period; this expectation is factored into their return requirements. Our selected discount and capitalization rates are based on market requirements, implicitly considering potential additional capital investments that may be required during the holding period.

**Improvements  
Conclusion**

Overall, the subject property offers a unique product offering with a variety of lodging options to choose from, while simultaneously providing a tourism destination for guests. Strengths of the physical asset include its large variety of product offerings and businesses that contribute to the property's overall appeal as a tourism destination. A significant weakness noted was the property's inefficient layout and phased construction over many years, which has resulted in functional obsolescence.

*B-1.28*

**EXHIBIT "C"**

**Goulding's Monument Valley  
Trading Post and Lodge  
Monument Valley  
San Juan County, Utah**

**Listing of ALL Leases, Licenses, rights-of-way, servitudes, and Other Rights of Occupancy or  
Use for Any Portion of the Real Property:**

- 1) One (1) lease of 9.92 acres, more or less, of Navajo Indian Reservation with right-of-way (Business Site Lease 1);**
- 2) One (1) lease of 24.56 acres, more or less, of Navajo Indian Reservation (Business Site Lease 2),**
- 3) One water rights lease, which is an annual basis lease at a rate of \$0.27 per 1,000 gallons of water, or approximately \$2,000 per year as reported by ownership.**
- 4) List all other leases, permits, licenses, servitudes, or other rights of occupancy that will be transferred from Seller to Buyer here. Additional items must be listed by Seller here within 10 business days of execution of this Agreement.**

**EXHIBIT "D"**

**Goulding's Monument Valley  
Trading Post and Lodge  
Monument Valley  
San Juan County, Utah**

**LISTING OF ASSETS NOT SOLD with the PROPERTY:**

- 1) Seller shall provide a listing of the aforementioned requested disclosure document within ten (10) business days of execution of this Agreement.
- 2)
- 3)
- 4)
- 5)

**EXHIBIT "E"**

**Goulding's Monument Valley  
Trading Post and Lodge  
Monument Valley  
San Juan County, Utah**

**SELLER'S Interests in All Contracts, Intellectual Property licenses, or agreements. Conferring the Use or Operation of the Property or Intellectual Property interests.**

**The following are the contracts required for disclosure by this Exhibit to the Real Estate and Asset Purchase Agreement:**

- 1) Seller shall list all Contracts or Agreements to service the Property which will be transferred from Seller to Buyer here within 10 business days of execution of this Agreement.**

**EXHIBIT "F"**

When recorded, mail to:  
W. Mike Halona, Division Director  
Division of Natural Resources  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE**

**GENERAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah corporation, (hereinafter called GRANTOR) for good and valuable consideration to GRANTOR in hand paid and delivered by the Navajo Nation, a Sovereign Indian Nation, (hereinafter called GRANTEE), the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell, and convey unto GRANTEE, its successors and assigns, all of the following Goulding's Monument Valley Trading Post and Lodge real property and improvements which are situated in Monument Valley, County of San Juan, State of Utah.

**TO WIT:**

See Exhibit "A" which is attached hereto and incorporated herein by this reference. Together with all buildings, structures, pipelines, permanent water wells (if any), installed tanks, water systems, interior fences and GRANTOR'S interest in boundary fences, stationary equipment, and other improvements of every nature and description located upon or in anyway appertaining to the lands to be conveyed in fee hereunder.

**TO HAVE AND TO HOLD** all and singular the said lands and premises, together with the improvements, aforesaid, and the rights and appurtenances thereunto in anyway belonging, unto the GRANTEE, its successors and assigns, forever; subject to prior conveyances and reservations of the minerals in, on, and under the described lands as shown of record, patent reservation, easements, and rights-of-way of record, and other stated encumbrances, including those dedicated to the county and city for zoning or dedication of subdivision plats and restrictions thereof.

GRANTOR does hereby covenant and agree to and with GRANTEE, its successors and assigns, to warrant and defend the title to the above-described real property, unto GRANTEE, its successor and assigns, against all persons lawfully claiming or attempting to claim the same or any part thereof.

Without in anyway limiting or impairing by the following enumeration of the scope and intent of the general description contained in this deed, or the scope and intent of the hereinabove conveyance of the improvements on, or appurtenances to, any of the above described real property GRANTOR, for the consideration above set forth, hereby remises, releases, and quit claims unto GRANTEE, its successors and assigns, forever, all of GRANTOR'S right, title, and interest in and to all water, water wells, water rights, and water appropriations (if any), located upon or appurtenant to the above described real property or any part thereof.

**TO HAVE AND TO HOLD** said water, water wells, water rights, and water appropriations, together with all of the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, unto GRANTEE, its successors and assigns, forever.

**IN WITNESS WHEREOF**, GRANTOR has caused these presents to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

**RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC**

By \_\_\_\_\_  
Wayland LaFont,  
Managing Member and Authorized Agent

**CERTIFICATION**

**STATE OF** \_\_\_\_\_ )  
 ) ss.  
**COUNTY OF** \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

\_\_\_\_\_  
*Notary Public*

*My Commission Expires:*

\_\_\_\_\_

EXHIBIT "G"

GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE

ASSIGNMENT OF \_\_\_\_\_ LEASE or CONTRACT

**AGREEMENT** dated this \_\_\_\_\_ day of, \_\_\_\_\_ 2023 by and between Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, LLC, a Utah limited liability company ("Assignor"), and THE NAVAJO NATION, a Sovereign Indian Nation ("Assignee").

**WHEREAS**, Assignor is a party to certain leases/contracts relating to the Goulding's Monument Valley Lodge, Executive RV, Inc., as well as Goulding's Monument Valley Enterprises Property located in Monument Valley, San Juan County, Utah (hereafter referred to as "Lease"), the leases/contracts are more particularly described on Exhibit "G-1" annexed hereto;

**WHEREAS**, Assignor is desirous of assigning to Assignee, and Assignee is desirous of accepting from Assignor, the lease/contract and all of Assignor's right, title, and interest therein on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby assign unto Assignee all of its right, title, and interest as Lessee [or Lessor] under the Lease, together with all of its rights, title and interest in and to all improvements free and clear of any encumbrance, if any, presently located on the Property, effective as of the date hereof.

**TO HAVE AND TO HOLD** the same unto Assignee, its successors and assigns, from and after the date hereof, and any and all renewal or extension periods. Assignor represents and covenants to Assignee that (a) there have been no amendments, modifications or supplements to the Lease/Contract; (b) the Lease/Contract is in full force and effect; (c) to the best of its knowledge, Assignor has performed all of its obligations under the Leases/Contracts and is not in default thereunder; (d) all parties have complied with and performed all of their obligations under the Lease/Contract and there are no defaults thereunder; (e) the leases have not been pledged, mortgaged, or otherwise encumbered by Assignor or predecessor in interest; (f) there are no subleases, licenses, occupancy, or other written or oral agreements of any kind affecting the lease; (g) Assignor has the requisite corporate authority and authorization to assign and transfer the Lease and its rights thereunder to Assignee; (h) no approval or authorization of any governmental body or any other entity or person is required in order to assign the Lease/Contract to Assignee as provided herein; (i) any mortgages, liens, encumbrances of any nature shall be released on or before the closing date; and (j) there are no other lease/contract, licenses, or other agreements relating to The Goulding's Monument Valley Trading Post and Lodge, as well as Goulding's Monument Valley Enterprises Property other than as set forth on Exhibit "G-1" attached hereto and incorporated herein by this reference. The foregoing representations and covenants of Assignor shall survive the execution and delivery of this Agreement:

1. Assignee hereby assumes and agrees to observe and properly to perform and be bound by, all of the terms, conditions, and covenants of the Leases on the part of the Lessee [or Lessor] to be observed and performed from and after the date hereof. Assignee represents that it has the authority to accept assignment of the lease and to assume the Assignor's obligations thereunder.



2. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all claims, liabilities, obligations, losses, costs, and expenses of any nature whatsoever, including, without limitation, attorney fees, arising out of any default on the part of Assignor under the Lease prior to the date hereof and/or any breach of any representation or covenant made by Assignor pursuant to this Paragraph hereof.

3. The rights granted to Assignor and to Assignee, respectively, under this Agreement shall inure solely to the benefit of Assignor and Assignee and the respective successors and assigns of Assignor and Assignee, it being understood and agreed that the provisions hereof shall not be for the benefit of, not enforceable by, any third parties, and the covenants, conditions and obligations provided or flowing under this Agreement with respect to Assignor and Assignee, respectively, shall devolve and be binding upon the respective successors and Assignor or Assignor and Assignee.

**IN WITNESS HEREOF**, the parties have executed this Agreement on the date set forth above.

Assignor:

RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By \_\_\_\_\_  
Wayland LaFont,  
Managing Member and Authorized Agent

Assignee:

**THE NAVAJO NATION OF INDIANS**

BY: \_\_\_\_\_  
Buu Nygren, President

#### **CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

*My Commission Expires:*

\_\_\_\_\_  
*Notary Public*

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

**BILL of SALE**

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SAN JUAN        )

**KNOW ALL MEN BY THESE PRESENTS:** That Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah Corporation, and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company ("Seller") for and in consideration of the purchase price paid by the NAVAJO NATION, a Sovereign Indian Nation, ("Buyer"), pursuant to that certain Real Estate and Asset Purchase Agreement dated as of \_\_\_\_\_ 2023, ("Agreement") between Seller and Buyer, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, granted, conveyed, transferred, assigned and delivered and by these presents does hereby sell, grant, convey, transfer, assign and deliver unto Buyer, its successors and assigns, all of Seller's right, title, and interest in and to all improvements, including property attached and affixed to the real properties and lease properties (more specifically defined in the inventory attached hereto as Attachment "H-1" to this Bill of Sale by this reference), that is owned by Seller and is appurtenant to or used in connection with The Goulding's Monument Valley Trading Post and Lodge, as well as Goulding's Monument Valley Enterprises Property, Monument Valley, San Juan County, State of Utah (all of such items or property being collectively referred to as the "Improvement Property").

**TO HAVE AND TO HOLD** each and all of the improvement property by these presents bargained, sold, and confirmed unto Buyer, its successors and assigns, forever, and Seller covenants and agrees with Buyer, its successors and assigns, to warrant and defend the title to the improvement property unto Buyer, its successors and assigns, against all and every person or persons whomever.

Seller represents and warrants that Seller has good title to all of the improvement property free of any charge, lien, bill of sale, leasing agreement, credit sale agreement, or any other encumbrance. Seller agrees to hold Buyer harmless from and against any and all claims, liabilities, and expenses asserted against, or suffered or incurred by Buyer, its successors and assigns, including but not limited to, attorney's fees and any sales tax which may now or hereafter be imposed upon Buyer for the improvement property conveyed to Buyer under this Bill of Sale.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer and without further consideration, Seller will do, execute, acknowledge and deliver, all and every such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably requested by Buyer in order to assign, transfer, set over, convey, assure and confirm unto, and vest in, Buyer its successors and assigns, or to aid and assist Buyer in collecting or reducing to possession any and all of the improvement property.

Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation other than Buyer, its successors and assigns, any remedy or condition hereof,

and all the terms, covenants, conditions, promises, and agreements contained in this Bill of Sale shall be for the sole and exclusive use and benefit of Buyer, its successors, and assigns.

This Bill of Sale is executed by Seller and shall be binding upon Seller and Buyer, their respective successors and assigns, for the uses and purposes above set forth and referred to as of the date hereof.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed, under seal, the date first above written.

Seller:

RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC

By \_\_\_\_\_  
Wayland LaFont,  
Managing Member and Authorized Agent

Buyer:

**THE NAVAJO NATION OF INDIANS**

BY: \_\_\_\_\_  
Buu Nygren, President

**CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

\_\_\_\_\_  
*Notary Public*

*My Commission Expires:*

\_\_\_\_\_

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

# WATER RIGHTS ASSIGNMENT AND BILL OF SALE

For valuable consideration received, Mr. Wayland LaFont, \_\_\_\_\_, R.G.J. Corporation, a Utah Corporation, Executive RV, Inc., a Utah corporation, and Gouldings Monument Valley Enterprises, L.L.C., a Utah limited liability company, does hereby assign and transfer to the NAVAJO NATION, a Sovereign Indian Nation, all of its right, title, and interest in all water rights which are appurtenant to the real properties and lease properties described on Exhibit "A", attached hereto and incorporated herein by this reference, including the Deeded Properties, known as The Goulding's Monument Valley Trading Post and Lodge, as well as Goulding's Monument Valley Enterprises Property located in Monument Valley, County of San Juan, State of Utah. A description of said rights is attached hereto as Exhibit "I-I".

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Assignor:**

**RGJ CORPORATION  
EXECUTIVE, INC.  
GOULDING MONUMENT VALLEY ENTERPRISES, LLC**

By Wayland LaFont,  
Managing Member and Authorized Agent

**Assignee:**

## THE NAVAJO NATION OF INDIANS

BY: Buu Nygren, President

## CERTIFICATION

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for said State, did personally appear Wayland LaFont, Managing Member and Authorized Agent, RGJ Corporation, a Utah corporation, Executive RV, Inc., a Utah Corporation, and Goulding Monument Valley Enterprises, L.L.C., a Utah limited liability company, personally known to me to be the person who executed the within instrument as the

authorized agent of RGJ Corporation, Executive RV, Inc., and Goulding Monument Valley Enterprises, L.L.C.

**WITNESS** *my hand and official seal.*

\_\_\_\_\_  
*Notary Public*

*My Commission Expires:*

\_\_\_\_\_

**EXHIBIT "J"**

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

**ENVIRONMENTAL REPORTS AND CONDITIONS LISTING REQUIRED BY SECTION 4.15  
(B)(E)(F)(H)(J)**

Exhibit "J"

## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

CR 421  
MONUMENT VALLEY, UT 84536

#### COORDINATES

Latitude (North):	37.0053840 - 37° 0' 19.38"
Longitude (West):	110.2071950 - 110° 12' 25.90"
Universal Transverse Mercator:	Zone 12
UTM X (Meters):	570538.1
UTM Y (Meters):	4095560.2
Elevation:	5301 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	14655610 GOULDING, UT
Version Date:	2020
South Map:	11852142 MYSTERY VALLEY, AZ
Version Date:	2018

### AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140619, 20140620, 20150618
Source:	USDA

# MAPPED SITES SUMMARY

## Target Property Address:

CR 421

MONUMENT VALLEY, UT 84536

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.)
					DIRECTION
Reg	NAVAJO NATION RESERV		INDIAN RESERV	Same	1 ft.
A1	GOULDING'S GAS STATI	1000 MAIN STREET	FINDS	Lower	1 ft.
2	MONUMENT VALLEY ADVE	P.O.BOX 4	INDIAN UST	Lower	1 ft.
A3	GOULDING TRADING POS	1000 MAIN STREET	FINDS	Lower	1 ft.
A4	GOULDINGS STATION ST	1000 MAIN STREET	FINDS	Lower	1 ft.
A5	GOULDINGS LODGE AND	1000 MAIN STREET	ICIS, FINDS, ECHO	Lower	1 ft.
6	GOULDING TRADING POS	P.O. BOX 360001 1000	INDIAN LUST, INDIAN UST	Lower	1 ft.

1.2



## EXECUTIVE SUMMARY

### TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

### DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

### STANDARD ENVIRONMENTAL RECORDS

#### *Lists of Federal NPL (Superfund) sites*

NPL..... National Priority List  
Proposed NPL..... Proposed National Priority List Sites  
NPL LIENS..... Federal Superfund Liens

#### *Lists of Federal Delisted NPL sites*

Delisted NPL..... National Priority List Deletions

#### *Lists of Federal sites subject to CERCLA removals and CERCLA orders*

FEDERAL FACILITY..... Federal Facility Site Information listing  
SEMS..... Superfund Enterprise Management System

#### *Lists of Federal CERCLA sites with NFRAP*

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

#### *Lists of Federal RCRA facilities undergoing Corrective Action*

CORRACTS..... Corrective Action Report

#### *Lists of Federal RCRA TSD facilities*

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

#### *Lists of Federal RCRA generators*

RCRA-LQG..... RCRA - Large Quantity Generators  
RCRA-SQG..... RCRA - Small Quantity Generators  
RCRA-VSQG..... RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

#### *Federal institutional controls / engineering controls registries*

LUCIS..... Land Use Control Information System

## EXECUTIVE SUMMARY

US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROLS..... Institutional Controls Sites List

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

### ***Lists of state- and tribal hazardous waste facilities***

UT SHWS..... This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.  
AZ SHWS..... ZipAcids List

### ***Lists of state and tribal landfills and solid waste disposal facilities***

UT SWF/LF..... List of Landfills  
AZ SWF/LF..... Directory of Solid Waste Facilities

### ***Lists of state and tribal leaking storage tanks***

UT LUST..... Sites with Leaking Underground Storage Tanks  
UT LAST..... Leaking Aboveground Storage Tank Sites  
AZ LUST..... Leaking Underground Storage Tank Listing

### ***Lists of state and tribal registered storage tanks***

FEMA UST..... Underground Storage Tank Listing  
UT UST..... List of Sites with Underground Storage Tanks  
AZ UST..... Underground Storage Tank Listing  
UT AST..... Listing of Aboveground Storage Tanks  
AZ AST..... List of Aboveground Storage Tanks

### ***State and tribal institutional control / engineering control registries***

UT INST CONTROL..... Sites with Institutional Controls

### ***Lists of state and tribal voluntary cleanup sites***

UT VCP..... Voluntary Cleanup Sites List  
INDIAN VCP..... Voluntary Cleanup Priority Listing  
AZ VCP..... Voluntary Remediation Program Sites

### ***Lists of state and tribal brownfield sites***

UT BROWNFIELDS..... Brownfields Assessment Sites Listing  
AZ BROWNFIELDS..... Brownfields Tracking System

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### ***Local Brownfield lists***

US BROWNFIELDS..... A Listing of Brownfields Sites

#### ***Local Lists of Landfill / Solid Waste Disposal Sites***

INDIAN ODL..... Report on the Status of Open Dumps on Indian Lands

## EXECUTIVE SUMMARY

ODL..... Open Dump Inventory  
 DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
 IHS OPEN DUMPS..... Open Dumps on Indian Land

### **Local Lists of Hazardous waste / Contaminated Sites**

US HIST CDL..... Delisted National Clandestine Laboratory Register  
 UT CDL..... Methamphetamine Contaminated Properties Listing  
 AZ CDL..... Clandestine Drug Labs  
 US CDL..... National Clandestine Laboratory Register  
 UT PFAS..... PFAS Site Information Listing  
 AZ PFAS..... PFAS Contamination Site Listing

### **Local Land Records**

LIENS 2..... CERCLA Lien Information

### **Records of Emergency Release Reports**

HMIRS..... Hazardous Materials Information Reporting System  
 UT SPILLS..... Spills Data  
 AZ SPILLS..... Hazardous Material Logbook  
 UT SPILLS 90..... SPILLS 90 data from FirstSearch  
 AZ SPILLS 90..... SPILLS 90 data from FirstSearch

### **Other Ascertainable Records**

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated  
 FUDS..... Formerly Used Defense Sites  
 DOD..... Department of Defense Sites  
 SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing  
 US FIN ASSUR..... Financial Assurance Information  
 EPA WATCH LIST..... EPA WATCH LIST  
 2020 COR ACTION..... 2020 Corrective Action Program List  
 TSCA..... Toxic Substances Control Act  
 TRIS..... Toxic Chemical Release Inventory System  
 SSTS..... Section 7 Tracking Systems  
 ROD..... Records Of Decision  
 RMP..... Risk Management Plans  
 RAATS..... RCRA Administrative Action Tracking System  
 PRP..... Potentially Responsible Parties  
 PADS..... PCB Activity Database System  
 FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
 MLTS..... Material Licensing Tracking System  
 COAL ASH DOE..... Steam-Electric Plant Operation Data  
 COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List  
 PCB TRANSFORMER..... PCB Transformer Registration Database  
 RADINFO..... Radiation Information Database  
 HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing  
 DOT OPS..... Incident and Accident Data  
 CONSENT..... Superfund (CERCLA) Consent Decrees  
 FUSRAP..... Formerly Utilized Sites Remedial Action Program  
 UMTRA..... Uranium Mill Tailings Sites  
 LEAD SMELTERS..... Lead Smelter Sites

## EXECUTIVE SUMMARY

US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
ABANDONED MINES.....	Abandoned Mines
UXO.....	Unexploded Ordnance Sites
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
UT EMI.....	Division of Air Quality
AZ AIRS.....	Arizona Airs Database
UT DRYCLEANERS.....	Registered Drycleaners
AZ DRYCLEANERS.....	Drycleaner Facility Listing
UT EWA.....	Enforceable Written Assurances
UT Financial Assurance.....	Financial Assurance Information Listing
AZ Financial Assurance.....	Financial Assurance Information Listing
UT FUDS.....	Formerly Used Defense Sites
AZ MANIFEST.....	Facility and Manifest Data
UT MMRP.....	Military Munitions Response Program
UT NPDES.....	Permitted Facilities Listing
AZ SPDES.....	NPDES
UT TIER 2.....	Tier 2 Facility Listing
UT UIC.....	UIC Site Location Listing
AZ UIC.....	Underground Injection Control Wells
UT UOPF.....	Used Oil Permitted Facilities
MINES MRDS.....	Mineral Resources Data System

### EDR HIGH RISK HISTORICAL RECORDS

#### *EDR Exclusive Records*

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner.....	EDR Exclusive Historical Cleaners

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

UT RGA LF.....	Recovered Government Archive Solid Waste Facilities List
AZ RGA LF.....	Recovered Government Archive Solid Waste Facilities List
UT RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank
AZ RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

## EXECUTIVE SUMMARY

### STANDARD ENVIRONMENTAL RECORDS

#### ***Lists of state and tribal leaking storage tanks***

INDIAN LUST: A listing of leaking underground storage tank locations on Indian Land.

A review of the INDIAN LUST list, as provided by EDR, has revealed that there is 1 INDIAN LUST site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>GOULDING TRADING POS</b> Database: INDIAN LUST R9, Date of Government Version: 04/08/2022 Facility ID: NAV228 LUST Status: Closed	<b>P.O. BOX 360001 1000</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>6</b>	<b>11</b>

#### ***Lists of state and tribal registered storage tanks***

INDIAN UST: A listing of underground storage tank locations on Indian Land.

A review of the INDIAN UST list, as provided by EDR, has revealed that there are 2 INDIAN UST sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>MONUMENT VALLEY ADVE</b> Database: INDIAN UST R9, Date of Government Version: 04/08/2022 Alternate Facility ID: NAV223 Tank Status: Permanently Out of Use	<b>P.O. BOX 4</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>2</b>	<b>8</b>
<b>GOULDING TRADING POS</b> Database: INDIAN UST R9, Date of Government Version: 04/08/2022 Alternate Facility ID: NAV228 Tank Status: Permanently Out of Use	<b>P.O. BOX 360001 1000</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>6</b>	<b>11</b>

### ADDITIONAL ENVIRONMENTAL RECORDS

#### ***Other Ascertainable Records***

ICIS: The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

A review of the ICIS list, as provided by EDR, and dated 11/18/2016 has revealed that there is 1 ICIS site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>GOULDINGS LODGE AND</b> FRS ID: 110010134363	<b>1000 MAIN STREET</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>A5</b>	<b>10</b>

2.7

## EXECUTIVE SUMMARY

**INDIAN RESERV:** This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

A review of the INDIAN RESERV list, as provided by EDR, and dated 12/31/2014 has revealed that there is 1 INDIAN RESERV site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NAVAJO NATION RESERV		0 - 1/8 (0.000 mi.)	0	8

**FINDS:** The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

A review of the FINDS list, as provided by EDR, and dated 05/13/2022 has revealed that there are 4 FINDS sites within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GOULDING'S GAS STATI Registry ID:: 110063014223	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A1	8
GOUL DING TRADING POS Registry ID:: 110032604402	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A3	9
GOULDINGS STATION ST Registry ID:: 110044236154	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A4	9
GOULDINGS LODGE AND Registry ID:: 110010134363	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A5	10

**ECHO:** ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

A review of the ECHO list, as provided by EDR, and dated 04/02/2022 has revealed that there is 1 ECHO site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GOULDINGS LODGE AND Registry ID: 110010134363	1000 MAIN STREET	0 - 1/8 (0.000 mi.)	A5	10

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 1 records.

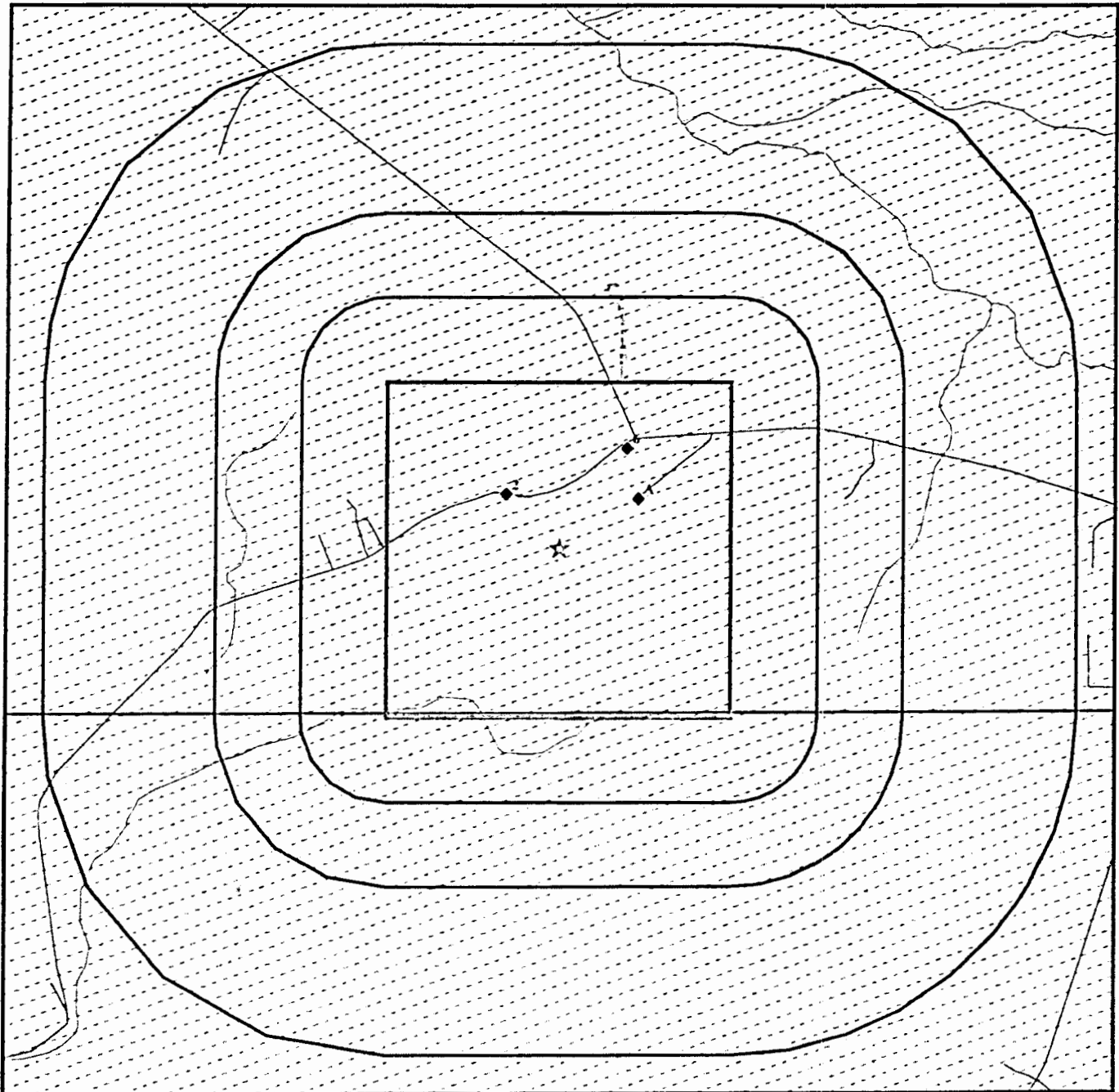
Site Name


MONUMENT VALLEY AGGREGATED URANIUM


Database(s)


SEMS


# OVERVIEW MAP - 7131874.2S




 Target Property

 Sites at elevations higher than or equal to the target property

 Sites at elevations lower than the target property


 Manufactured Gas Plants

 National Priority List Sites

 Dept. Defense Sites

 Indian Reservations BIA

 County Boundary

 Special Flood Hazard Area (1%)

 0.2% Annual Chance Flood Hazard

 National Wetland Inventory

 State Wetlands

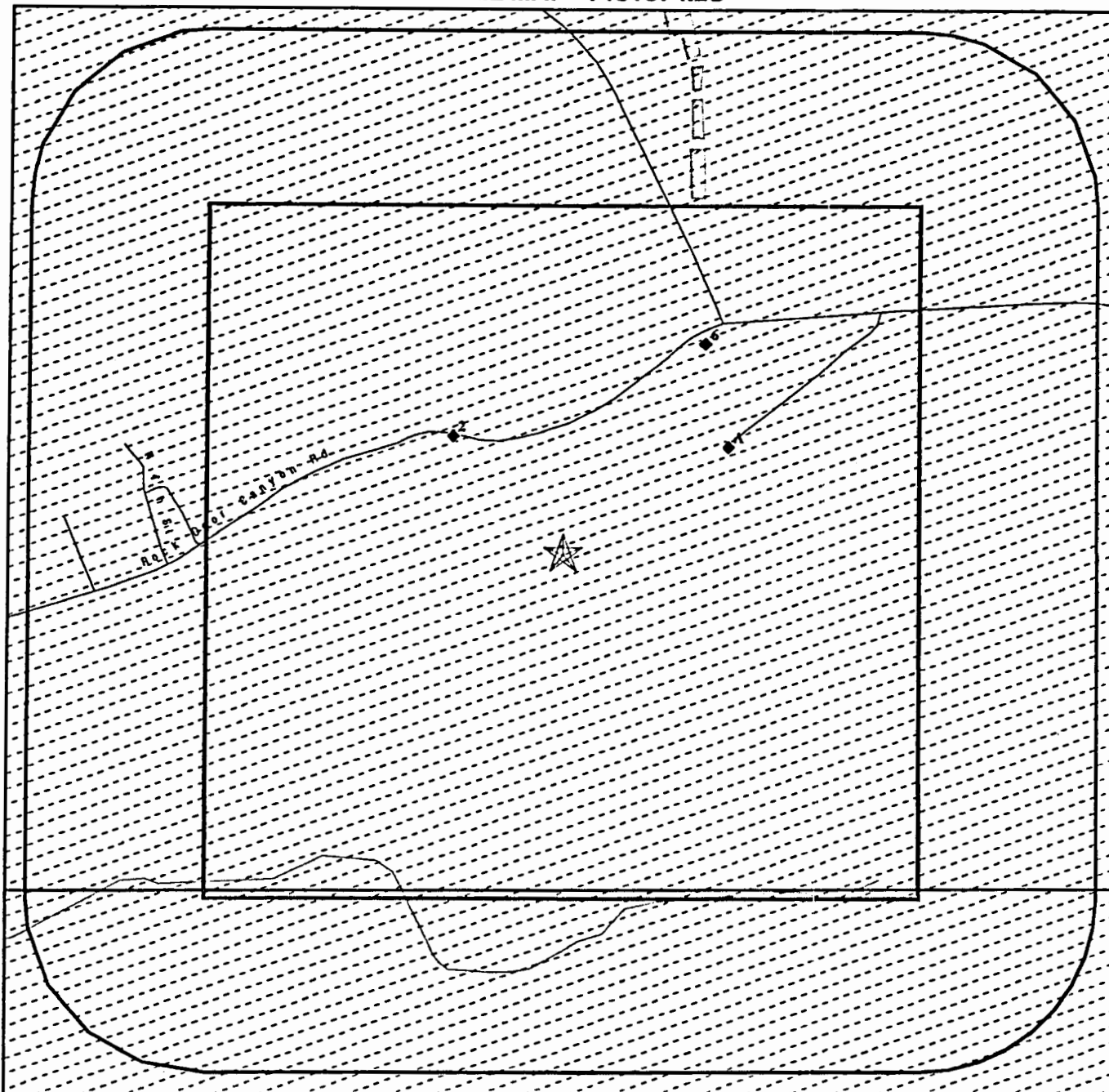
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Gouldings Subdivision  
ADDRESS: CR 421  
Monument Valley UT 84536  
LAT/LONG: 37.005384 / 110.207195

CLIENT: Tiis Ya Toh, Inc.  
CONTACT: Tami Knight  
INQUIRY #: 7131874.2s  
DATE: September 28, 2022 12:11 pm



# DETAIL MAP - 7131874.2S



## Target Property

- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites

- ☒ Indian Reservations BIA
- ▬ County Boundary
- ▨ Special Flood Hazard Area (1%)
- ▨ 0.2% Annual Chance Flood Hazard
- ☐ National Wetland Inventory
- ☐ State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Gouldings Subdivision  
 ADDRESS: CR 421  
 Monument Valley UT 84536  
 LAT/LONG: 37.005384 / 110.207195

CLIENT: Tils Ya Toh, Inc.  
 CONTACT: Tami Knight  
 INQUIRY #: 7131874.2s  
 DATE: September 28, 2022 12:12 pm

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b><u>STANDARD ENVIRONMENTAL RECORDS</u></b>								
<b><i>Lists of Federal NPL (Superfund) sites</i></b>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal Delisted NPL sites</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i></b>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal CERCLA sites with NFRAP</i></b>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA facilities undergoing Corrective Action</i></b>								
CORRACTS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal RCRA TSD facilities</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA generators</i></b>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<b><i>Federal Institutional controls / engineering controls registries</i></b>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<b><i>Federal ERNS list</i></b>								
ERNS	0.001		0	NR	NR	NR	NR	0
<b><i>Lists of state- and tribal hazardous waste facilities</i></b>								
UT SHWS	N/A		N/A	N/A	N/A	N/A	N/A	N/A
AZ SHWS	1.000		0	0	0	0	NR	0
<b><i>Lists of state and tribal landfills and solid waste disposal facilities</i></b>								
UT SWF/LF	0.500		0	0	0	NR	NR	0
AZ SWF/LF	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal leaking storage tanks</i></b>								
UT LUST	0.500		0	0	0	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UT LAST	0.500		0	0	0	NR	NR	0
AZ LUST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		1	0	0	NR	NR	1
<b><i>Lists of state and tribal registered storage tanks</i></b>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UT UST	0.250		0	0	NR	NR	NR	0
AZ UST	0.250		0	0	NR	NR	NR	0
UT AST	0.250		0	0	NR	NR	NR	0
AZ AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		2	0	NR	NR	NR	2
<b><i>State and tribal institutional control / engineering control registries</i></b>								
UT INST CONTROL	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal voluntary cleanup sites</i></b>								
UT VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
AZ VCP	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal brownfield sites</i></b>								
UT BROWNFIELDS	0.500		0	0	0	NR	NR	0
AZ BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b><i>Local Brownfield lists</i></b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Landfill / Solid Waste Disposal Sites</i></b>								
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Hazardous waste / Contaminated Sites</i></b>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
UT CDL	0.001		0	NR	NR	NR	NR	0
AZ CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
UT PFAS	0.500		0	0	0	NR	NR	0
AZ PFAS	0.500		0	0	0	NR	NR	0
<b><i>Local Land Records</i></b>								
LIENS 2	0.001		0	NR	NR	NR	NR	0
<b><i>Records of Emergency Release Reports</i></b>								
HMIRS	0.001		0	NR	NR	NR	NR	0

J.13

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UT SPILLS	0.001		0	NR	NR	NR	NR	0
AZ SPILLS	0.001		0	NR	NR	NR	NR	0
UT SPILLS 90	0.001		0	NR	NR	NR	NR	0
AZ SPILLS 90	0.001		0	NR	NR	NR	NR	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		1	NR	NR	NR	NR	1
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		1	0	0	0	NR	1
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		4	NR	NR	NR	NR	4
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001		1	NR	NR	NR	NR	1
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
UT EMI	0.001		0	NR	NR	NR	NR	0
AZ AIRS	0.001		0	NR	NR	NR	NR	0
UT DRYCLEANERS	0.250		0	0	NR	NR	NR	0
AZ DRYCLEANERS	0.250		0	0	NR	NR	NR	0
UT EWA	0.001		0	NR	NR	NR	NR	0
UT Financial Assurance	0.001		0	NR	NR	NR	NR	0
AZ Financial Assurance	0.001		0	NR	NR	NR	NR	0
UT FUDS	0.001		0	NR	NR	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
AZ MANIFEST	0.250		0	0	NR	NR	NR	0
UT MMRP	0.001		0	NR	NR	NR	NR	0
UT NPDES	0.001		0	NR	NR	NR	NR	0
AZ SPDES	0.001		0	NR	NR	NR	NR	0
UT TIER 2	0.001		0	NR	NR	NR	NR	0
UT UIC	0.001		0	NR	NR	NR	NR	0
AZ UIC	0.001		0	NR	NR	NR	NR	0
UT UOPF	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0
<b><u>EDR HIGH RISK HISTORICAL RECORDS</u></b>								
<b><i>EDR Exclusive Records</i></b>								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<b><u>EDR RECOVERED GOVERNMENT ARCHIVES</u></b>								
<b><i>Exclusive Recovered Govt. Archives</i></b>								
UT RGA LF	0.001		0	NR	NR	NR	NR	0
AZ RGA LF	0.001		0	NR	NR	NR	NR	0
UT RGA LUST	0.001		0	NR	NR	NR	NR	0
AZ RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		0	10	0	0	0	0	10

**NOTES:**

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

IND RES  
Region  
  
< 1/8  
1 ft.

NAVAJO NATION RESERVATION  
  
, AZ

INDIAN RESERV  
CIND200471  
N/A

INDIAN RESERV:

Feature: Indian Reservation  
Name: Navajo Nation Reservation  
Agency: BIA

A1  
  
< 1/8  
1 ft.

GOULDING'S GAS STATION  
1000 MAIN STREET  
MONUMENT VALLEY, UT 84536  
  
Site 1 of 4 in cluster A

FINDS 1017401626  
N/A

Relative:  
Lower

FINDS:  
Registry ID: 110063014223

Actual:  
5245 ft.

[Click Here for FRS Facility Detail Report:](#)

Environmental Interest/Information System:

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

2  
  
< 1/8  
1 ft.

MONUMENT VALLEY ADVENTIST HOSPITAL  
P.O.BOX 4  
MONUMENT VALLEY, UT 84536

INDIAN UST 1009393650  
N/A

Relative:  
Lower

Actual:  
5251 ft.

Indian UST:

Region: 9  
Alternate Facility ID: NAV223  
Facility Name2: MONUMENT VALLEY ADVENTIST HOSPITAL  
Tank ID: TANK 1  
Tank Status: Permanently Out of Use  
Status Date: Not reported  
Substance Description: Gasoline (containing <=10% ethanol)  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: MONUMENT VALLEY ADVENTIST HOSPITAL  
Address: P.O.BOX 4  
City,State,Zip: MONUMENT VALLEY, UT 84536  
Facility County: Not reported  
Facility Telephone: (435) 727-3241

2.16

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number  
EPA ID Number

MONUMENT VALLEY ADVENTIST HOSPITAL (Continued)

1009393650

Overfill installed: False  
Spill installed: False  
Date installed: 1977-01-01 00:00:00  
Federally Regulated Tank: True  
Land Status: Indian Land  
Tank Capacity: 1000  
Latitude: 37.007778  
Longitude: -110.21

A3 GOULDING TRADING POST  
< 1/8 1000 MAIN STREET  
1 ft. MONUMENT VALLEY, UT 84536

FINDS 1010500421  
N/A

Site 2 of 4 in cluster A

Relative: FINDS:  
Lower Registry ID: 110032604402  
Actual: Click Here for FRS Facility Detail Report:  
5245 ft.

Environmental Interest/Information System:

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A4 GOULDINGS STATION STORE  
< 1/8 1000 MAIN STREET  
1 ft. MONUMENT VALLEY, UT 84536

FINDS 1014910135  
N/A

Site 3 of 4 in cluster A

Relative: FINDS:  
Lower Registry ID: 110044236154  
Actual: Click Here for FRS Facility Detail Report:  
5245 ft.

Environmental Interest/Information System:

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This

0.17

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDINGS STATION STORE (Continued)

1014910135

Information is maintained in ICIS by EPA in the Regional offices and at Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A5  
< 1/8  
1 ft.

GOULDINGS LODGE AND GAS  
1000 MAIN STREET  
MONUMENT VALLEY, UT 84536

ICIS 1005591492  
FINDS N/A  
ECHO

Site 4 of 4 in cluster A

Relative:  
Lower  
Actual:  
5245 ft.

ICIS:  
Enforcement Action ID: 09-2008-0042  
FRS ID: 110010134363  
Action Name: Goulding's Conoco  
Facility Name: GOULDINGS LODGE AND GAS  
Facility Address: 1000 MAIN STREET  
MONUMENT VALLEY, UT 84536  
Enforcement Action Type: RCRA 9006 AO For Comp And/Or Pen (UST) - UST Expedited Settlement Program  
Facility County: SAN JUAN  
Program System Acronym: ICIS  
Enforcement Action Forum Desc: Administrative - Formal  
EA Type Code: 9006E  
Facility SIC Code: 5541  
Federal Facility ID: Not reported  
Latitude in Decimal Degrees: 37.016944  
Longitude in Decimal Degrees: -110.203611  
Permit Type Desc: Not reported  
Program System Acronym: 600042139  
Facility NAICS Code: Not reported  
Tribal Land Code: R792

Facility Name: GOULDINGS LODGE AND GAS  
Address: 1000 MAIN STREET  
Tribal Indicator: Y  
Fed Facility: No  
NAIC Code: Not reported  
SIC Code: 5541

FINDS:  
Registry ID: 110010134363

[Click Here for FRS Facility Detail Report:](#)

Environmental Interest/Information System:

US National Pollutant Discharge Elimination System (NPDES) module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the

2.18



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDINGS LODGE AND GAS (Continued)

1005591492

discharge does not adversely affect water quality.  
ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:  
Envid: 1005591492  
Registry ID: 110010134363  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110010134363>  
Name: GOULDINGS LODGE  
Address: 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536

6  
GOULDING TRADING POST  
P.O. BOX 360001 1000 MAIN STREET  
MONUMENT VALLEY, UT 84536  
1 ft.

INDIAN LUST 1005849643  
INDIAN UST N/A

Relative:  
Lower  
Actual:  
5183 ft.

Indian LUST:  
Facility ID: NAV228  
Region: 9  
Tribe Name: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET  
City,State,Zip: MONUMENT VALLEY, UT 84536  
LUST Status: Closed  
Land Status: Indian Land  
Lust Release Type: Confirmed  
Last Event Date: 2021-08-27 00:00:00  
Latitude: 37.009721999999996  
Longitude: -110.203611  
Last Status: Cleanup Completed (NFA - Confirmed Release)

Indian UST:  
Region: 9  
Alternate Facility ID: NAV228  
Facility Name2: GOULDING TRADING POST  
Tank ID: TANK 1  
Tank Status: Permanently Out of Use  
Status Date: 5-Apr-21  
Substance Description: Diesel  
Tribe: Navajo Nation, Arizona, New Mexico, & Utah  
Name: GOULDING TRADING POST  
Address: P.O. BOX 360001 1000 MAIN STREET

2.19

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

GOULDING TRADING POST (Continued)

1005849643

City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1983-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	6000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9
Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 5
Tank Status:	Permanently Out of Use
Status Date:	27-Jan-91
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1970-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	8000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9
Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 4
Tank Status:	Permanently Out of Use
Status Date:	27-Jan-91
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1970-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	8000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9

3.10

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**GOULDING TRADING POST (Continued)**

**1005849643**

Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 3
Tank Status:	Permanently Out of Use
Status Date:	5-Apr-21
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1983-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	10000
Latitude:	37.009722
Longitude:	-110.203611
Region:	9
Alternate Facility ID:	NAV228
Facility Name2:	GOULDING TRADING POST
Tank ID:	TANK 2
Tank Status:	Permanently Out of Use
Status Date:	5-Apr-21
Substance Description:	Gasoline (containing <=10% ethanol)
Tribe:	Navajo Nation, Arizona, New Mexico, & Utah
Name:	GOULDING TRADING POST
Address:	P.O. BOX 360001 1000 MAIN STREET
City,State,Zip:	MONUMENT VALLEY, UT 84536
Facility County:	Not reported
Facility Telephone:	(435) 727-3225
Overfill installed:	True
Spill installed:	True
Date installed:	1983-01-01 00:00:00
Federally Regulated Tank:	True
Land Status:	Indian Land
Tank Capacity:	6000
Latitude:	37.009722
Longitude:	-110.203611

2-11

Count: 1 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
MONUMENT VALLEY	008341516	MONUMENT VALLEY AGGREGATED URANIUM	T41-425, R18E OLJETO	84556	SEMS

J.12

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

### STANDARD ENVIRONMENTAL RECORDS

#### *Lists of Federal NPL (Superfund) sites*

##### **NPL: National Priority List**

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: N/A  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Quarterly

##### **NPL Site Boundaries**

##### **Sources:**

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 3  
Telephone 215-814-5418

EPA Region 4  
Telephone 404-562-8033

EPA Region 5  
Telephone 312-886-6686

EPA Region 10  
Telephone 206-553-8665

EPA Region 6  
Telephone: 214-655-6659

EPA Region 7  
Telephone: 913-551-7247

EPA Region 8  
Telephone: 303-312-6774

EPA Region 9  
Telephone: 415-947-4246

##### **Proposed NPL: Proposed National Priority List Sites**

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: N/A  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Quarterly

##### **NPL LIENS: Federal Superfund Liens**

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991  
Date Data Arrived at EDR: 02/02/1994  
Date Made Active in Reports: 03/30/1994  
Number of Days to Update: 56

Source: EPA  
Telephone: 202-564-4267  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

### *Lists of Federal Delisted NPL sites*

#### **Delisted NPL: National Priority List Deletions**

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: N/A  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Quarterly

### *Lists of Federal sites subject to CERCLA removals and CERCLA orders*

#### **FEDERAL FACILITY: Federal Facility Site Information listing**

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021  
Date Data Arrived at EDR: 06/24/2021  
Date Made Active in Reports: 09/20/2021  
Number of Days to Update: 88

Source: Environmental Protection Agency  
Telephone: 703-603-8704  
Last EDR Contact: 09/06/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Varies

#### **SEMS: Superfund Enterprise Management System**

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Quarterly

### *Lists of Federal CERCLA sites with NFRAP*

#### **SEMS-ARCHIVE: Superfund Enterprise Management System Archive**

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 07/26/2022	Source: EPA
Date Data Arrived at EDR: 08/02/2022	Telephone: 800-424-9346
Date Made Active in Reports: 08/22/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 20	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Quarterly

### ***Lists of Federal RCRA facilities undergoing Corrective Action***

#### **CORRACTS: Corrective Action Report**

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/20/2022	Source: EPA
Date Data Arrived at EDR: 06/21/2022	Telephone: 800-424-9346
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### ***Lists of Federal RCRA TSD facilities***

#### **RCRA-TSDF: RCRA - Treatment, Storage and Disposal**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### ***Lists of Federal RCRA generators***

#### **RCRA-LQG: RCRA - Large Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### RCRA-VSQQ: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

### Federal institutional controls / engineering controls registries

#### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/16/2022	Source: Department of the Navy
Date Data Arrived at EDR: 05/19/2022	Telephone: 843-820-7326
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/03/2022
Number of Days to Update: 71	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

#### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

#### US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### **Federal ERNS list**

#### **ERNS: Emergency Response Notification System**

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/14/2022  
Date Data Arrived at EDR: 06/15/2022  
Date Made Active in Reports: 06/21/2022  
Number of Days to Update: 6

Source: National Response Center, United States Coast Guard  
Telephone: 202-267-2180  
Last EDR Contact: 09/20/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

### **Lists of state- and tribal hazardous waste facilities**

UT SHWS: This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: N/A

AZ SHWS: ZipAcids List

The ACIDS list consists of more than 750 locations subject to investigation under the State Water Quality Assurance Revolving Fund (WQARF) and Federal CERCLA programs. The list is no longer updated by the state.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: Department of Environmental Quality  
Telephone: 602-771-4360  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: N/A

### **Lists of state and tribal landfills and solid waste disposal facilities**

UT SWF/LF: List of Landfills

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 10/07/2021  
Date Data Arrived at EDR: 10/12/2021  
Date Made Active in Reports: 01/10/2022  
Number of Days to Update: 90

Source: Department of Environmental Quality  
Telephone: 801-538-6170  
Last EDR Contact: 06/30/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

AZ SWF/LF: Directory of Solid Waste Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/31/2021  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 04/06/2022  
Number of Days to Update: 6

Source: Department of Environmental Quality  
Telephone: 602-771-2300  
Last EDR Contact: 06/29/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### *Lists of state and tribal leaking storage tanks*

#### **UT LUST: Sites with Leaking Underground Storage Tanks**

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/11/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 07/12/2022	Telephone: 801-536-4115
Date Made Active in Reports: 09/27/2022	Last EDR Contact: 07/12/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Quarterly

#### **UT LAST: Leaking Aboveground Storage Tank Sites**

A listing of leaking aboveground storage tank locations.

Date of Government Version: 06/16/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/17/2022	Telephone: 801-536-4141
Date Made Active in Reports: 09/02/2022	Last EDR Contact: 09/08/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 12/12/2022
	Data Release Frequency: Varies

#### **AZ LUST: Leaking Underground Storage Tank Listing**

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 04/01/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 04/07/2022	Telephone: 602-771-4345
Date Made Active in Reports: 06/30/2022	Last EDR Contact: 07/13/2022
Number of Days to Update: 84	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

#### **INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land**

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 06/02/2022	Source: EPA Region 4
Date Data Arrived at EDR: 06/13/2022	Telephone: 404-562-8677
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### **INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land**

A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021	Source: EPA Region 1
Date Data Arrived at EDR: 06/11/2021	Telephone: 617-918-1313
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 06/13/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### **INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land**

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/20/2022	Source: EPA Region 8
Date Data Arrived at EDR: 06/13/2022	Telephone: 303-312-6271
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

#### **INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land**

LUSTs on Indian land in New Mexico and Oklahoma

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/28/2022	Source: EPA Region 6
Date Data Arrived at EDR: 06/13/2022	Telephone: 214-665-6597
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/14/2022	Source: EPA Region 7
Date Data Arrived at EDR: 06/13/2022	Telephone: 913-551-7003
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/08/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/13/2022	Telephone: 415-972-3372
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/20/2022	Source: EPA Region 10
Date Data Arrived at EDR: 06/13/2022	Telephone: 206-553-2857
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/11/2022	Source: EPA, Region 5
Date Data Arrived at EDR: 06/13/2022	Telephone: 312-886-7439
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### *Lists of state and tribal registered storage tanks*

#### FEMA UST: Underground Storage Tank Listing A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021	Source: FEMA
Date Data Arrived at EDR: 11/05/2021	Telephone: 202-646-5797
Date Made Active in Reports: 02/01/2022	Last EDR Contact: 09/27/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 01/16/2023
	Data Release Frequency: Varies

#### UT UST: List of Sites with Underground Storage Tanks Registered Underground Storage Tanks. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 07/11/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 07/12/2022	Telephone: 801-536-4115
Date Made Active in Reports: 09/27/2022	Last EDR Contact: 07/12/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Quarterly

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### AZ UST: Underground Storage Tank Listing

Registered Underground Storage Tanks (USTs) are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 04/01/2022  
Date Data Arrived at EDR: 04/07/2022  
Date Made Active in Reports: 06/30/2022  
Number of Days to Update: 84

Source: Department of Environmental Quality  
Telephone: 602-771-4345  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Annually

### UT AST: Listing of Aboveground Storage Tanks Aboveground storage tank site locations.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 09/08/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

### AZ AST: List of Aboveground Storage Tanks

Aboveground storage tanks that the Dept. of Building & Fire Safety have permitted.

Date of Government Version: 12/05/2019  
Date Data Arrived at EDR: 12/06/2019  
Date Made Active in Reports: 01/31/2020  
Number of Days to Update: 56

Source: Department of Building & Fire Safety  
Telephone: 602-364-1003  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: No Update Planned

### AZ AST 2: Aboveground Storage Tank Listing

A listing of aboveground storage tank site locations

Date of Government Version: 06/22/2022  
Date Data Arrived at EDR: 06/23/2022  
Date Made Active in Reports: 09/12/2022  
Number of Days to Update: 81

Source: Department of Environmental Quality  
Telephone: 602-771-4380  
Last EDR Contact: 08/30/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Varies

### INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/14/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/28/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 6  
Telephone: 214-665-7591  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations)

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/08/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 9  
Telephone: 415-972-3368  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 06/02/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/31/2022  
Number of Days to Update: 79

Source: EPA Region 4  
Telephone: 404-562-9424  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/07/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA, Region 1  
Telephone: 617-918-1313  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/11/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 5  
Telephone: 312-886-6136  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

### INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 8  
Telephone: 303-312-6137  
Last EDR Contact: 06/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Varies

**State and tribal institutional control / engineering control registries**

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT INST CONTROL: Sites with Institutional Controls

Sitoc included on the Brownfields Sites listing that have institutional controls in place.

Date of Government Version: 04/19/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 04/20/2022	Telephone: 801-536-4100
Date Made Active in Reports: 07/14/2022	Last EDR Contact: 07/18/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### *Lists of state and tribal voluntary cleanup sites*

#### UT VCP: Voluntary Cleanup Sitoc List

The purpose of the program is to encourage the voluntary cleanup of sites where there has been a contaminant release threatening public health and the environment, thereby removing the stigma attached to these sites which blocks economic redevelopment. Voluntary cleanup of these sites will hopefully result in clearing the pathway for returning these properties to beneficial use.

Date of Government Version: 03/17/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 05/12/2022	Telephone: 801-536-4100
Date Made Active in Reports: 08/02/2022	Last EDR Contact: 08/08/2022
Number of Days to Update: 82	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

#### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 07/08/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

#### AZ VCP: Voluntary Remediation Program Sites

Sites involved in the Voluntary Remediation Program

Date of Government Version: 10/12/2021	Source: Department of Environmental Quality
Date Data Arrived at EDR: 12/27/2021	Telephone: 602-771-4411
Date Made Active in Reports: 03/18/2022	Last EDR Contact: 09/21/2022
Number of Days to Update: 81	Next Scheduled EDR Contact: 01/10/2023
	Data Release Frequency: Varies

#### INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 09/29/2015	Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016	Last EDR Contact: 09/13/2022
Number of Days to Update: 142	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Varies

### *Lists of state and tribal brownfield sites*

#### UT BROWNFIELDS: Brownfields Assessment Sites

A Brownfields 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, controlled substance or petroleum product.

Date of Government Version: 11/09/2021	Source: Department of Environmental Quality
Date Data Arrived at EDR: 11/11/2021	Telephone: 801-536-4100
Date Made Active in Reports: 02/02/2022	Last EDR Contact: 08/16/2022
Number of Days to Update: 83	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### AZ BROWNFIELDS: Brownfields Tracking System Information relating to Brownfields sites in Arizona.

Date of Government Version: 10/14/2021  
Date Data Arrived at EDR: 10/26/2021  
Date Made Active in Reports: 01/13/2022  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 602-771-4401  
Last EDR Contact: 09/09/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Varies

### ADDITIONAL ENVIRONMENTAL RECORDS

#### **Local Brownfield lists**

#### US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are 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. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022  
Date Data Arrived at EDR: 03/10/2022  
Date Made Active in Reports: 03/10/2022  
Number of Days to Update: 0

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 09/09/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Semi-Annually

#### **Local Lists of Landfill / Solid Waste Disposal Sites**

#### INDIAN ODI: Report on the Status of Open Dumps on Indian Lands Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

#### DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: No Update Planned

#### ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014  
Date Data Arrived at EDR: 08/06/2014  
Date Made Active in Reports: 01/29/2015  
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service  
Telephone: 301-443-1452  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### Local Lists of Hazardous waste / Contaminated Sites

#### IIS HIST CDI: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 04/30/2022  
Date Data Arrived at EDR: 05/24/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 66

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 08/18/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: No Update Planned

#### UT CDL: Methamphetamine Contaminated Properties Listing

Utah Administrative Rule 19-6-901 Illegal Drug Operations Site Reporting and Decontamination Act requires local health departments to maintain a list of properties believed to be contaminated by the illegal manufacture of drugs. The following properties were reported to the Salt Lake Valley Health Department by a complaint or report from a law enforcement agency and the Department has determined that reasonable evidence exists that the property is contaminated.

Date of Government Version: 05/31/2022  
Date Data Arrived at EDR: 05/31/2022  
Date Made Active in Reports: 08/19/2022  
Number of Days to Update: 80

Source: Salt Lake Valley Health Department  
Telephone: 801-468-2750  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

#### AZ CDL: Clandestine Drug Labs

A listing of drug lab seizures in Arizona.

Date of Government Version: 10/28/2019  
Date Data Arrived at EDR: 10/30/2019  
Date Made Active in Reports: 12/12/2019  
Number of Days to Update: 43

Source: Board of Technical Registration  
Telephone: 602-364-4931  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Varies

#### US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 04/30/2022  
Date Data Arrived at EDR: 05/24/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 66

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 08/18/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Quarterly

#### UT PFAS: PFAS Site Information Listing

PFAS site information

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/11/2022  
Date Data Arrived at EDR: 07/12/2022  
Date Made Active in Reports: 09/27/2022  
Number of Days to Update: 77

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 07/12/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### AZ AQUEOUS FOAM: Aqueous Film Forming Foam Listing

When AFFF is used, discharged or released to the environment, containment and cleanup may be required to prevent future adverse health or environmental impacts.

Date of Government Version: 11/14/2020  
Date Data Arrived at EDR: 03/22/2022  
Date Made Active in Reports: 04/26/2022  
Number of Days to Update: 35

Source: Department of Environmental Quality  
Telephone: 602-771-6145  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### AZ PFAS: PFAS Contamination Site Listing

Arizona's Public Water System Screening for Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS) Final Report. The purpose of the grant was to screen Public Water System (PWS) drinking water wells in Arizona potentially impacted by perfluorooctanoic acid (PFOA) and/or perfluorooctane sulfonate (PFOS) contamination.

Date of Government Version: 09/22/2021  
Date Data Arrived at EDR: 05/03/2022  
Date Made Active in Reports: 07/20/2022  
Number of Days to Update: 78

Source: Department of Environmental Quality  
Telephone: 602-364-3118  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### Local Land Records

#### LIENS 2: CERCLA Lien Information

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: Environmental Protection Agency  
Telephone: 202-564-6023  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Semi-Annually

### Records of Emergency Release Reports

#### HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/21/2022  
Date Data Arrived at EDR: 03/21/2022  
Date Made Active in Reports: 06/14/2022  
Number of Days to Update: 85

Source: U.S. Department of Transportation  
Telephone: 202-366-4555  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Quarterly

#### UT SPILLS: Spills Data

Incidents reported to the Division of Environmental Response and Remediation

Date of Government Version: 01/10/2022  
Date Data Arrived at EDR: 01/13/2022  
Date Made Active in Reports: 04/05/2022  
Number of Days to Update: 82

Source: Department of Environmental Quality  
Telephone: 801-536-4100  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### AZ SPILLS: Hazardous Material Logbook

Chemical spills and incidents referred to the Emergency Response Unit

Date of Government Version: 11/15/2001	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/28/2007	Telephone: 602-771-4153
Date Made Active in Reports: 07/24/2007	Last EDR Contact: 08/15/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

### UT SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 07/31/2011	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/11/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### AZ SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/11/2001	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/11/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### Other Ascertainable Records

#### RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: 303-312-6149
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 09/19/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/02/2023
	Data Release Frequency: Quarterly

#### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 05/11/2022	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 05/17/2022	Telephone: 202-528-4285
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/11/2022
Number of Days to Update: 73	Next Scheduled EDR Contact: 11/28/2022
	Data Release Frequency: Varies

#### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/07/2021  
 Date Data Arrived at EDR: 07/13/2021  
 Date Made Active in Reports: 03/09/2022  
 Number of Days to Update: 239

Source: USGS  
 Telephone: 888-275-8747  
 Last EDR Contact: 07/13/2022  
 Next Scheduled EDR Contact: 10/24/2022  
 Data Release Frequency: Varies

### FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018  
 Date Data Arrived at EDR: 04/11/2018  
 Date Made Active in Reports: 11/06/2019  
 Number of Days to Update: 574

Source: U.S. Geological Survey  
 Telephone: 888-275-8747  
 Last EDR Contact: 07/08/2022  
 Next Scheduled EDR Contact: 10/17/2022  
 Data Release Frequency: N/A

### SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin

Date of Government Version: 01/01/2017  
 Date Data Arrived at EDR: 02/03/2017  
 Date Made Active in Reports: 04/07/2017  
 Number of Days to Update: 63

Source: Environmental Protection Agency  
 Telephone: 615-532-8599  
 Last EDR Contact: 08/03/2022  
 Next Scheduled EDR Contact: 11/21/2022  
 Data Release Frequency: Varies

### US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 06/20/2022  
 Date Data Arrived at EDR: 06/21/2022  
 Date Made Active in Reports: 08/31/2022  
 Number of Days to Update: 71

Source: Environmental Protection Agency  
 Telephone: 202-566-1917  
 Last EDR Contact: 09/20/2022  
 Next Scheduled EDR Contact: 01/02/2023  
 Data Release Frequency: Quarterly

### EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013  
 Date Data Arrived at EDR: 03/21/2014  
 Date Made Active in Reports: 06/17/2014  
 Number of Days to Update: 88

Source: Environmental Protection Agency  
 Telephone: 617-520-3000  
 Last EDR Contact: 07/29/2022  
 Next Scheduled EDR Contact: 11/14/2022  
 Data Release Frequency: Quarterly

### 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/30/2017  
Date Data Arrived at EDR: 05/08/2018  
Date Made Active in Reports: 07/20/2018  
Number of Days to Update: 73

Source: Environmental Protection Agency  
Telephone: 703-308-4044  
Last EDR Contact: 08/04/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 06/17/2020  
Date Made Active in Reports: 09/10/2020  
Number of Days to Update: 85

Source: EPA  
Telephone: 202-260-5521  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Every 4 Years

### TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018  
Date Data Arrived at EDR: 08/14/2020  
Date Made Active in Reports: 11/04/2020  
Number of Days to Update: 82

Source: EPA  
Telephone: 202-566-0250  
Last EDR Contact: 08/11/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Annually

### SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 07/18/2022  
Date Data Arrived at EDR: 07/18/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 11

Source: EPA  
Telephone: 202-564-4203  
Last EDR Contact: 07/18/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Annually

### ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: EPA  
Telephone: 703-416-0223  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Annually

### RMP: Risk Management Plans

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g. the fire department) should an accident occur.

Date of Government Version: 04/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/04/2022	Telephone: 202-564-8600
Date Made Active in Reports: 05/10/2022	Last EDR Contact: 07/14/2022
Number of Days to Update: 6	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

### PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 07/26/2022	Source: EPA
Date Data Arrived at EDR: 08/02/2022	Telephone: 202-564-6023
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 09/01/2022
Number of Days to Update: 29	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Quarterly

### PADS: PCB Activity Database System

PCB Activity Database. PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022	Source: EPA
Date Data Arrived at EDR: 01/20/2022	Telephone: 202-566-0500
Date Made Active in Reports: 03/25/2022	Last EDR Contact: 07/08/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Annually

### ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 09/27/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 01/16/2023
	Data Release Frequency: Quarterly

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA. TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009  
Date Data Arrived at EDR: 04/16/2009  
Date Made Active in Reports: 05/11/2009  
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances  
Telephone: 202-566-1667  
Last EDR Contact: 08/18/2017  
Next Scheduled EDR Contact: 12/04/2017  
Data Release Frequency: No Update Planned

### FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009  
Date Data Arrived at EDR: 04/16/2009  
Date Made Active in Reports: 05/11/2009  
Number of Days to Update: 25

Source: EPA  
Telephone: 202-566-1667  
Last EDR Contact: 08/18/2017  
Next Scheduled EDR Contact: 12/04/2017  
Data Release Frequency: No Update Planned

### MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 06/10/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 69

Source: Nuclear Regulatory Commission  
Telephone: 301-415-7169  
Last EDR Contact: 07/13/2022  
Next Scheduled EDR Contact: 10/31/2022  
Data Release Frequency: Quarterly

### COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 11/30/2021  
Date Made Active in Reports: 02/22/2022  
Number of Days to Update: 84

Source: Department of Energy  
Telephone: 202-586-8719  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

### COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017  
Date Data Arrived at EDR: 03/05/2019  
Date Made Active in Reports: 11/11/2019  
Number of Days to Update: 251

Source: Environmental Protection Agency  
Telephone: N/A  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Varies

### PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019  
Date Data Arrived at EDR: 11/06/2019  
Date Made Active in Reports: 02/10/2020  
Number of Days to Update: 96

Source: Environmental Protection Agency  
Telephone: 202-566-0517  
Last EDR Contact: 08/04/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019  
Date Data Arrived at EDR: 07/01/2019  
Date Made Active in Reports: 09/23/2019  
Number of Days to Update: 84

Source: Environmental Protection Agency  
Telephone: 202-343-9775  
Last EDR Contact: 09/21/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Quarterly

### HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2007  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

### HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2008  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

### DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020  
Date Data Arrived at EDR: 01/28/2020  
Date Made Active in Reports: 04/17/2020  
Number of Days to Update: 80

Source: Department of Transportation, Office of Pipeline Safety  
Telephone: 202-366-4595  
Last EDR Contact: 07/21/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Quarterly

### CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2022  
Date Data Arrived at EDR: 04/14/2022  
Date Made Active in Reports: 07/12/2022  
Number of Days to Update: 89

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 09/27/2022  
Next Scheduled EDR Contact: 01/16/2023  
Data Release Frequency: Varies

### BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019  
Date Data Arrived at EDR: 03/02/2022  
Date Made Active in Reports: 03/25/2022  
Number of Days to Update: 23

Source: EPA/NTIS  
Telephone: 800-424-9346  
Last EDR Contact: 09/19/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Biennially

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014  
Date Data Arrived at EDR: 07/14/2015  
Date Made Active in Reports: 01/10/2017  
Number of Days to Update: 546

Source: USGS  
Telephone: 202-208-3710  
Last EDR Contact: 07/08/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

### FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021  
Date Data Arrived at EDR: 07/27/2021  
Date Made Active in Reports: 10/22/2021  
Number of Days to Update: 87

Source: Department of Energy  
Telephone: 202-586-3559  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/14/2022  
Data Release Frequency: Varies

### UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019  
Date Data Arrived at EDR: 11/15/2019  
Date Made Active in Reports: 01/28/2020  
Number of Days to Update: 74

Source: Department of Energy  
Telephone: 505-845-0011  
Last EDR Contact: 08/24/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Varies

### LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 07/26/2022  
Date Data Arrived at EDR: 08/02/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 20

Source: Environmental Protection Agency  
Telephone: 703-603-8787  
Last EDR Contact: 09/01/2022  
Next Scheduled EDR Contact: 10/10/2022  
Data Release Frequency: Varies

### LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust.

Date of Government Version: 04/05/2001  
Date Data Arrived at EDR: 10/27/2010  
Date Made Active in Reports: 12/02/2010  
Number of Days to Update: 36

Source: American Journal of Public Health  
Telephone: 703-305-6451  
Last EDR Contact: 12/02/2009  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

### US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

### US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

### MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/21/2022  
Date Data Arrived at EDR: 03/22/2022  
Date Made Active in Reports: 03/25/2022  
Number of Days to Update: 3

Source: DOL, Mine Safety & Health Admini  
Telephone: 202-693-9424  
Last EDR Contact: 08/02/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Quarterly

### US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/03/2022  
Date Data Arrived at EDR: 08/17/2022  
Date Made Active in Reports: 08/31/2022  
Number of Days to Update: 14

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Semi-Annually

### US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020  
Date Data Arrived at EDR: 05/27/2020  
Date Made Active in Reports: 08/13/2020  
Number of Days to Update: 78

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011  
Date Data Arrived at EDR: 06/08/2011  
Date Made Active in Reports: 09/13/2011  
Number of Days to Update: 97

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/14/2022  
Date Data Arrived at EDR: 06/15/2022  
Date Made Active in Reports: 08/22/2022  
Number of Days to Update: 68

Source: Department of Interior  
Telephone: 202-208-2609  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Quarterly

### FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), F-FIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/13/2022  
Date Data Arrived at EDR: 05/18/2022  
Date Made Active in Reports: 05/31/2022  
Number of Days to Update: 13

Source: EPA  
Telephone: (303) 312-6312  
Last EDR Contact: 08/25/2022  
Next Scheduled EDR Contact: 12/12/2022  
Data Release Frequency: Quarterly

### UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 01/11/2022  
Date Made Active in Reports: 02/14/2022  
Number of Days to Update: 34

Source: Department of Defense  
Telephone: 703-704-1564  
Last EDR Contact: 07/07/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities

Date of Government Version: 05/06/2021  
Date Data Arrived at EDR: 05/21/2021  
Date Made Active in Reports: 08/11/2021  
Number of Days to Update: 82

Source: Environmental Protection Agency  
Telephone: 202-564-0527  
Last EDR Contact: 08/22/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 04/02/2022  
Date Data Arrived at EDR: 04/05/2022  
Date Made Active in Reports: 06/28/2022  
Number of Days to Update: 84

Source: Environmental Protection Agency  
Telephone: 202-564-2280  
Last EDR Contact: 07/01/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Quarterly

### FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/16/2022  
Date Data Arrived at EDR: 05/17/2022  
Date Made Active in Reports: 07/29/2022  
Number of Days to Update: 73

Source: EPA  
Telephone: 800-385-6164  
Last EDR Contact: 08/11/2022  
Next Scheduled EDR Contact: 11/28/2022  
Data Release Frequency: Quarterly

### UT AIRS: Division of Air Quality Emissions inventory

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/26/2022  
Date Data Arrived at EDR: 04/27/2022  
Date Made Active in Reports: 05/17/2022  
Number of Days to Update: 20

Source: Department of Environmental Quality  
Telephone: 801-536-4183  
Last EDR Contact: 07/26/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Varies

### AZ AIRS: Arizona Airs Database

Arizona major (has the potential to emit over 100 tons of criteria pollutant) and minor (below 100 tons) sources.

Date of Government Version: 03/25/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 06/27/2022  
Number of Days to Update: 88

Source: Department of Environmental Quality  
Telephone: 602-771-2344  
Last EDR Contact: 09/21/2022  
Next Scheduled EDR Contact: 01/10/2023  
Data Release Frequency: Semi-Annually

### UT DRYCLEANERS: Registered Drycleaners

A listing of registered drycleaners.

Date of Government Version: 04/19/2022  
Date Data Arrived at EDR: 04/20/2022  
Date Made Active in Reports: 05/16/2022  
Number of Days to Update: 26

Source: Department of Environmental Quality  
Telephone: 801-536-4437  
Last EDR Contact: 07/07/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Varies

### AZ DRYCLEANERS: Drycleaner Facility Listing

A listing of drycleaner facilities in Arizona.

Date of Government Version: 06/17/2019  
Date Data Arrived at EDR: 07/20/2020  
Date Made Active in Reports: 10/07/2020  
Number of Days to Update: 79

Source: Department of Environmental Quality  
Telephone: 602-771-4335  
Last EDR Contact: 09/07/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: No Update Planned

### UT EWA: Enforceable Written Assurances

EWA contains locations of potential Enforceable Written Assurance sites. EWAs will generally ensure to property owners or prospective property owners that there is no unacceptable risk to human health or the environment. EWA locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/13/2022  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 09/02/2022  
Number of Days to Update: 80

Source: Department of Environmental Quality  
Telephone: 801-536-4167  
Last EDR Contact: 09/12/2022  
Next Scheduled EDR Contact: 12/26/2022  
Data Release Frequency: Varies

### UT Financial Assurance 1: Financial Assurance Information Listing

Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 03/23/2022  
Date Made Active in Reports: 06/21/2022  
Number of Days to Update: 90

Source: Department of Environmental Quality  
Telephone: 801-538-6794  
Last EDR Contact: 06/29/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Varies

### AZ Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information for ust sites.

Date of Government Version: 03/31/2022  
Date Data Arrived at EDR: 04/01/2022  
Date Made Active in Reports: 07/01/2022  
Number of Days to Update: 91

Source: Department of Environmental Quality  
Telephone: 602-771-4258  
Last EDR Contact: 09/13/2022  
Next Scheduled EDR Contact: 01/02/2023  
Data Release Frequency: Varies

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay

Date of Government Version: 06/16/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/17/2022	Telephone: 801-536-4141
Date Made Active in Reports: 09/02/2022	Last EDR Contact: 09/08/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 12/12/2022
	Data Release Frequency: Varies

### UT FUDS: Formerly Used Defense Sites Formerly used defense sites.

Date of Government Version: 03/09/2022	Source: Utah AGRC
Date Data Arrived at EDR: 04/20/2022	Telephone: 801-538-3665
Date Made Active in Reports: 07/14/2022	Last EDR Contact: 07/20/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

### AZ MANIFEST: Manifest Information Hazardous waste manifest information

Date of Government Version: 12/31/2018	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/15/2021	Telephone: N/A
Date Made Active in Reports: 09/09/2021	Last EDR Contact: 09/07/2022
Number of Days to Update: 86	Next Scheduled EDR Contact: 12/26/2022
	Data Release Frequency: Annually

### UT MMRP: Military Munitions Response Program

Environment.MMRP contains locations of Military Munitions Response Program sites. MMRP manages the environmental, health and safety issues presented by unexploded ordnances (UXO), discarded military munitions (DMM) and munitions constituents (MC). Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/13/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/14/2022	Telephone: 801-539-4164
Date Made Active in Reports: 09/02/2022	Last EDR Contact: 09/12/2022
Number of Days to Update: 80	Next Scheduled EDR Contact: 12/26/2022
	Data Release Frequency: Varies

### UT NPDES: Permitted Facilities Listing A listing of Division of Water Quality permits.

Date of Government Version: 06/06/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/08/2022	Telephone: 801-538-6146
Date Made Active in Reports: 08/26/2022	Last EDR Contact: 09/06/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 12/19/2022
	Data Release Frequency: Varies

### AZ NPDES: Notice of Intent Construction Stormwater General Permits Database NPDES permit sites

Date of Government Version: 03/15/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 03/17/2022	Telephone: 602-771-4424
Date Made Active in Reports: 06/14/2022	Last EDR Contact: 09/27/2022
Number of Days to Update: 89	Next Scheduled EDR Contact: 01/16/2023
	Data Release Frequency: Varies

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### UT TIER 2: Tier 2 Facility Listing

TIER 2 contains locations of Tier II facilities under the Emergency Planning and Community Right-to-Know Act (EPCRA). Qualifying facilities report on hazardous and toxic chemicals and are labeled either tier I or tier II. Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 12/31/2021	Source: Department of Environmental Quality
Date Data Arrived at EDR: 03/16/2022	Telephone: 801-536-4152
Date Made Active in Reports: 06/13/2022	Last EDR Contact: 09/12/2022
Number of Days to Update: 89	Next Scheduled EDR Contact: 12/26/2022
	Data Release Frequency: Varies

### UT UIC: UIC Site Location Listing

A listing of underground injection control wells.

Date of Government Version: 04/19/2022	Source: Department of Natural Resources
Date Data Arrived at EDR: 04/20/2022	Telephone: 801-538-5329
Date Made Active in Reports: 07/14/2022	Last EDR Contact: 07/18/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Quarterly

### AZ UIC: Underground Injection Control Wells

Underground injection control wells.

Date of Government Version: 09/30/2015	Source: Arizona Geological Survey
Date Data Arrived at EDR: 02/05/2016	Telephone: 520-770-3500
Date Made Active in Reports: 04/05/2016	Last EDR Contact: 07/19/2022
Number of Days to Update: 60	Next Scheduled EDR Contact: 11/07/2022
	Data Release Frequency: Varies

### UT UOPF: Used Oil Permitted Facilities

DSHW Permitted Used Oil Facilities contains locations in Utah of all Used Oil Facilities: Marketers, Processors, Transfer, Transport and Off-specification Permitted by UDEQ Division of Hazardous Waste (DSHW) ? Used Oil Section.

Date of Government Version: 06/13/2022	Source: Department of Environmental Quality
Date Data Arrived at EDR: 06/13/2022	Telephone: 801-538-9408
Date Made Active in Reports: 08/30/2022	Last EDR Contact: 09/12/2022
Number of Days to Update: 78	Next Scheduled EDR Contact: 12/26/2022
	Data Release Frequency: Varies

### PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011	Source: EPA, Office of Water
Date Data Arrived at EDR: 08/05/2011	Telephone: 202-564-2496
Date Made Active in Reports: 09/29/2011	Last EDR Contact: 06/28/2022
Number of Days to Update: 55	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

### PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014	Source: EPA
Date Data Arrived at EDR: 02/05/2015	Telephone: 202-564-2497
Date Made Active in Reports: 03/06/2015	Last EDR Contact: 06/28/2022
Number of Days to Update: 29	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Varies

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### **MINES MRDS: Mineral Resources Data System** Mineral Resources Data System

Date of Government Version: 04/06/2018  
Date Data Arrived at EDR: 10/21/2019  
Date Made Active in Reports: 10/24/2019  
Number of Days to Update: 3

Source: USGS  
Telephone: 703-648-6533  
Last EDR Contact: 08/17/2022  
Next Scheduled EDR Contact: 12/05/2022  
Data Release Frequency: Varies

### **PCS INACTIVE: Listing of Inactive PCS Permits**

An inactive permit is a facility that has shut down or is no longer discharging

Date of Government Version: 11/05/2014  
Date Data Arrived at EDR: 01/06/2015  
Date Made Active in Reports: 05/06/2015  
Number of Days to Update: 120

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 06/28/2022  
Next Scheduled EDR Contact: 10/17/2022  
Data Release Frequency: Semi-Annually

### **EDR HIGH RISK HISTORICAL RECORDS**

#### ***EDR Exclusive Records***

#### **EDR MGP: EDR Proprietary Manufactured Gas Plants**

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oil waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

#### **EDR Hist Auto: EDR Exclusive Historical Auto Stations**

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

#### **EDR Hist Cleaner: EDR Exclusive Historical Cleaners**

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

J.38

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

##### UT RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/16/2014  
Number of Days to Update: 199

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### AZ RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Arizona.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/15/2014  
Number of Days to Update: 198

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### UT RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/03/2014  
Number of Days to Update: 186

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

##### AZ RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Arizona.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/02/2014  
Number of Days to Update: 185

Source: Department of Environmental Quality  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

### OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

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## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019  
Date Data Arrived at EDR: 10/29/2021  
Date Made Active in Reports: 01/19/2022  
Number of Days to Update: 82

Source: Department of Environmental Conservation  
Telephone: 518-402-8651  
Last EDR Contact: 07/29/2022  
Next Scheduled EDR Contact: 11/07/2022  
Data Release Frequency: Quarterly

### PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018  
Date Data Arrived at EDR: 07/19/2019  
Date Made Active in Reports: 09/10/2019  
Number of Days to Update: 53

Source: Department of Environmental Protection  
Telephone: 717-783-8990  
Last EDR Contact: 07/06/2022  
Next Scheduled EDR Contact: 10/24/2022  
Data Release Frequency: Annually

### WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018  
Date Data Arrived at EDR: 06/19/2019  
Date Made Active in Reports: 09/03/2019  
Number of Days to Update: 76

Source: Department of Natural Resources  
Telephone: N/A  
Last EDR Contact: 08/29/2022  
Next Scheduled EDR Contact: 12/19/2022  
Data Release Frequency: Annually

### Oil/Gas Pipelines

Source: Endeavor Business Media  
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

### Electric Power Transmission Line Data

Source: Endeavor Business Media  
This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

### AHA Hospitals:

Source: American Hospital Association, Inc.  
Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

### Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services  
Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

### Nursing Homes

Source: National Institutes of Health  
Telephone: 301-594-6248  
Information on Medicare and Medicaid certified nursing homes in the United States.

### Public Schools

Source: National Center for Education Statistics  
Telephone: 202-502-7300  
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

J, 40



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

### Daycare Centers: Child Care Provider List

Source: Department of Health

Telephone: 801-538-9299

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI: National Wetlands Inventory.** This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Utah Geological Survey

Telephone: 801-537-3300

### Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

### STREET AND ADDRESS INFORMATION

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**EXHIBIT "K"**

**GOULDING'S MONUMENT VALLEY  
TRADING POST AND LODGE PROPERTY**

**LISTING OF CUSTOMER DEPOSITS (SECTION 4.113)**

*2/1/23 version*



# NAVAJO NATION DEPARTMENT OF JUSTICE

## REQUEST FOR SERVICES



DOI
2/9/23 2:50
DATE/TIME
RES # 23-0258
UNIT PM

☐ RESUBMITTAL

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

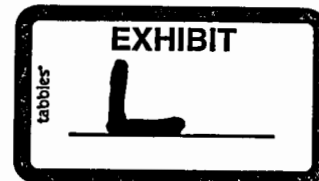
CLIENT TO COMPLETE	
DATE OF REQUEST: 02/09/2023	ENTITY/DIVISION: DNR
CONTACT NAME: Jonathan Begay	DEPARTMENT: Navajo Land Dept.
PHONE NUMBER: (928) 871-7840	E-MAIL: jbegay@nndj.org
COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents): Goulding's Real Estate and Asset Purchase Agreement	
DEADLINE: ASAP	
REASON: Email from Robert Allan to Veronica	
DOJ SECRETARY TO COMPLETE	
DATE/TIME IN UNIT: 2/10/2023 8:30	REVIEWING ATTORNEY/ADVOCATE: Veronica Blackhat
DATE/TIME OUT OF UNIT: 2/23/23 2:20PM	PREPARED BY (initial):
DOJ ATTORNEY / ADVOCATE COMMENTS	
OK. Comments: ① p. 11. Disclosures schedule was deleted in definition but there are still references to it in the Agreement ② What's the difference between "action" and "proceeding"? They seem to be the same.	
REVIEWED BY: (PRINT) V Blackhat	DATE/TIME 2/23/23 2:44pm
DOJ Secretary Called: Jonathan	for Document Pick Up on 2/23/23 at 2:20PM By: CN
PICKED UP BY: (PRINT)	DATE / TIME:

- DNR -



**The Navajo Nation** **DR. BUU NYGREN** *PRESIDENT*  
**Yideeskáadi Nitsáhákees** **RICHELLE MONTTOYA** *VICE PRESIDENT*

July 14, 2023



25<sup>th</sup> Navajo Nation Council  
Speaker Crystalyne Curley  
Post Office Box 3390  
Window Rock, AZ 86515  
*Hand-Delivered and Emailed*

*RE: Legislation 0025-23: An Action Relation to the Naabik'iyáti' Committee and the Navajo Nation Council; Approving the Purchase of Property Offered for Sale to the Navajo Nation by the Owners of Goulding's Monument Valley Lodge and Tours, Monument Valley, Utah; Approving the Expenditure of Fund Principal of the Land Acquisition Trust Fund to Purchase the Property; and Approving a Limited Waiver of Sovereign Immunity*

Dear Honorable Members,

We are writing to share an exciting development with the above referenced legislation.

As you are aware, President Nygren originally did not support the purchase of Goulding's because he could not see the benefit to the Navajo Nation at the cost of \$59,500,000. The reported benefit was retained jobs. That benefit, while critical to the employees and the local community, is a benefit no matter who purchases Goulding's. President Nygren expects direct benefits to the Navajo Nation when it is expending nearly \$60 million.

After several weeks of discussions among us, we have come to an exciting development. As you know, the legislation calls for the development of a profit-sharing agreement in addition to the necessary lease from the Navajo Nation to the Hospitality Enterprise. We have developed a profit-sharing agreement that we all stand behind.

We have agreed that the appropriate profit-sharing plan is that the Hospitality Enterprise pay 100% of profits to the Navajo Nation, capped at \$3.5 million annually. In addition, we discussed how to ensure that Navajo Nation taxes are generated from Goulding's. Currently, Goulding's pays taxes to Utah and the County.

There will be an annual sinking fund contribution of \$1,468,000 that will be used to expand Goulding's. This translates to a total annual return to the Navajo Nation of \$7,411,960 or 12.5%. This breaks down as shown in the following chart:

<b>Profit Sharing Agreement:</b>	
<b>General Funds</b>	\$3,500,000
<b>Navajo Nation Taxes:</b>	
<u>Sales Tax-Retail</u> 50%-Sales Tax Trust Fund 16.67%-Judicial & Public Safety Fund 8.33%-NN Scholarship Fund 8.33%-Economic Development Fund 16.67%-NN Fire & Rescue Services	
<u>Junk Food Tax</u> 100%-Community Wellness Development Projects Fund	
<u>Fuel Excise Tax</u> 100%-NN Road Fund	\$2,443,960
<u>Tobacco Products Tax</u> 100%-General Fund	
<u>Hotel Occupancy Tax</u> 100%-NN Tourism Fund-Division of Economic Development/NN Tourism Fund (collected outside of Navajo Tribal Parks) 100%-NN Tourism Fund-Navajo Parks & Recreation (collected within Navajo Tribal Parks)	
<b>Sinking Fund: Sole purpose to expand the Navajo Nation Owned Asset</b>	\$1,468,000
<b>Total Return</b>	<b>\$7,411,960</b>

All estimates in this letter are based on the Stabilized Year of the Appraisal, which is Year 4. This means the annual return of \$7,411,960 is anticipated to start in year 4 after closing on the purchase. We anticipate revenue in Years 1 through 3 to be less than the Stabilized

Year 4 and that revenue in Years 5 and into the future will be greater than Stabilized Year 4.

In addition, we clarified that the Navajo Nation will own the Goulding's Property.

On top of this exciting development with Goulding's, we have been discussing the management fee structure of the Hospitality Enterprise. The Board has approved a management fee structure that is more beneficial to both the Enterprise and the Navajo Nation as the Hospitality Enterprise grows. Over time, the management fee percentage will decrease as the Enterprise grows.

We ask the Council to vote green on this legislation to enjoy the benefits of secured jobs, increased funding to the Navajo Nation, and the strengthening and growth of Navajo Nation Hospitality Enterprise and the Navajo Nation.

Sincerely,

A handwritten signature in black ink, appearing to read "B. V. Nygren" with a stylized flourish at the end.

Dr. Buu Nygren, *President*  
THE NAVAJO NATION

A handwritten signature in black ink, appearing to read "Lorenzo Max" in a cursive style.

Lorenzo Max, *Chairman*  
Navajo Nation Hospitality Enterprise Board

A handwritten signature in black ink, appearing to read "Stan Sapp" in a cursive style.

Stan Sapp, CPA, *Chief Executive Officer*  
Navajo Nation Hospitality Enterprise



# DR. BUU NYGREN *PRESIDENT*


## RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees



### MEMORANDUM

TO: Navajo Nation Council

FROM:   
W. Mike Halona, Division Director  
Division of Natural Resources

SUBJECT: Legislation No. 0025-23: Purchase of Gouldings Lodge

DATE: July 19, 2023

As requested, please find below the information requested from the Navajo Nation Division of Natural Resources at the Navajo Nation Council meeting last night regarding the purchase of the Gouldings Lodge:

1. The Navajo Nation Division of Natural Resources (DNR) is acquiring the Gouldings Monument Valley Lodge and Tours. The Navajo Hospitality Enterprise (NNHE) was selected through a Request for Proposals process as the business site lessee with the assistance of the Navajo Nation Division of Economic Development (DED). DED is assisting DNR in selecting the best qualified and financially-able operator of this resort property situated in Monument Valley, Utah, near the Monument Valley Tribal Park. DED is better qualified to determine which Navajo Nation entity is best qualified to operate the resort property successfully. The Navajo Nation will purchase and own the resort property; management of the property will be through an operator who will be able to return the net profit revenue stream to the Navajo Nation through a combination of lease rental and profit-sharing agreements. At the local level, this business will also provide much needed jobs to the Navajo people and additional business opportunities to Navajo businesses.

Over many decades, Goulding's Lodge hosted movie crews, photographers, artists and tourists. Goulding's Resort has expanded to host thousands of visitors from all over the world who come to see Monument Valley and has become an icon of the American West. In 1981, the La Font family purchased Goulding's Lodge and has maintained the property as the hospitality leader in the four corners region.

2. DNR recommended this purchase after reviewing the Narrative Appraisal Report, prepared by HVS Consulting & Valuation (Division of TS Worldwide, LLC, 8430 Santa Monica Blvd, Suite 200, West Hollywood, CA 90069), the commitment for title insurance, the Evaluation and Recommendation Report of the Navajo Land Department (NLD), the Inspection

Report of the NLD, the Phase I Environmental Site Assessment, and the purchase price for the property.

3. Significant to the decision of DNR to acquire the property was the reported EBITDA margin, determined by the Appraisal Report. The EBITDA margin is a measure of the company's operating profits as a percentage of its revenue. It stands for earnings before interest, taxes, depreciation, and amortization. Knowing the EBITDA margin allows for the comparison of one company's real performance to others in the industry. This is a measure of a business's profitability. Figure 9-3 of the Appraisal shows the EBITDA Less Replacement Reserve average, except for 2020—the pandemic year, to be 19.25. Figure 1-2 shows the six-year (2022-2028) forecast of cash flows. The average EBITDA, less Replacement Reserve, is 17.7, indicating that Gouldings would be a good and profitable business. The Total Revenue for years 2017-2021, less 2020, average was \$21,716,250 per year. The Total Revenue forecasted over a 10-year period average is \$30,339,200 per year. The average Income before Non-operating expenses for 2017-2021, less 2020, is \$6,245,250 per year. Gross Operating Profit is Income before Management Fees and Non-operating expenses. The forecasted Gross Operating Profit for 2022-2032 average is \$8,478,700 per year. The Nation may be able to recover the cost of the purchase over a 10-year period of time with the numbers indicated and also realize a significant stream of revenue from the operation of the business. Prior to current land acquisition laws, the Navajo Nation required that recovery of the investment for the purchase of a property such as this would be over a 99-year period. The NNHE wants to increase the number of rooms available with the addition of a second 80-room facility on the land purchased. The actual cash flows of the business will not be available to the Nation without entering into a Real Estate and Asset Purchase Agreement as stated by the Seller and his attorney.



# NAVAJO NATION

177

7/19/2023

Navajo Nation Council Summer Session

02:10:23 PM

Amd# to Amd#      Legislation 0025-23: Approving  
MOT Tolth, G      the Purchase of Property Offered  
SEC Jesus, B      for sale to the Navajo Nation by  
                         the Owners of Goulding's.....

FAILED

**Yeas : 15**

**Nays : 4**

**Excused : 1**

**Not Voting : 3**

**Yea : 15**

Arviso, S	Claw, S	Jesus, B	Simpson, D
Begay, H	Crotty, A	Johnson, C	Slater, C
Begay, N	Daniels, H	Notah, N	Tolth, G
Charles-Newton, E	James, V	Parrish, S	

**Nay : 4**

Simonson, G	Aseret, L	Nez, A	Yazzie, C
-------------	-----------	--------	-----------

**Excused : 1**

Damon, S

**Not Voting : 3**

Nez, R	Tso, O	Yanito, C
--------	--------	-----------

**Presiding Speaker: Curley, C**

# NAVAJO NATION

175

7/19/2023

Navajo Nation Council Summer Session

12:33:44 PM

Amd#1 to Amd#

Page 10, Line 30, add

PASSED

MOT Slater, C

Paragraph HH and II as follows:

SEC Parrish, S

HH. The Navajo Hospitality

Enterprise has agreed to a.....

**Yeas : 16**

**Nays : 4**

**Excused : 1**

**Not Voting : 2**

## **Yea : 16**

Arviso, S

Claw, S

Nez, A

Simonson, G

Begay, H

Daniels, H

Nez, R

Simpson, D

Begay, N

Jesus, B

Notah, N

Slater, C

Charles-Newton, E

Johnson, C

Parrish, S

Tso, O

## **Nay : 4**

Yazzie, C

Tolth, G

James, V

Aseret, L

## **Excused : 1**

Damon, S

## **Not Voting : 2**

Crotty, A

Yanito, C

**Presiding Speaker: Curley, C**