

**RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---Third Year 2017**

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; AMENDING RDCN-87-15 WHICH APPROVED A REVOCABLE USE PERMIT FOR MISSION SITE FOR THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS ON NAVAJO NATION TRUST LANDS IN THE VICINITY OF SAWMILL CHAPTER, NAVAJO NATION TO CORRECT THE LAND DESCRIPTION AND THE TERMS AND CONDITIONS

Section One. Authority

Pursuant to 16 N.N.C. § 1151 (C), the Resources and Development Committee of the Navajo Nation Council has the authority to give approval on behalf of the Navajo Nation, all permits for Mission Sites.

Section Two. Findings

A. The Resources and Development Committee passed Resolution No. RDCN-87-15 which approved a Revocable Use Permit for Mission Site for The Church Of Jesus Christ Of Latter-Day Saints on Navajo Nation Trust Lands in the vicinity of Sawmill Chapter. RDCN-87-15 is attached as Exhibit "1."

B. The legal description on the survey plat for Resolution No. RDCN-87-15 was labeled Exhibit "B" and it is incorrect. A copy of RDCN-87-15's incorrect survey plat is attached as Exhibit "2."

C. The correct survey plat is attached hereto as Exhibit "3."

D. The Terms and Conditions document for RDCN-87-15 was labeled Exhibit "F" and it is attached as Exhibit "4." Resolution RDCN-87-15's Exhibit "F" needs correction because it incorporates the RDCN-87-15's incorrect legal survey plat.

E. A new Terms and Conditions document showing the corrected legal description is attached as Exhibit "5."

F. The remainder of the exhibits in RDCN-87-15 are correct and do not need to be substituted.

Section Three. Amending RDCN-87-15

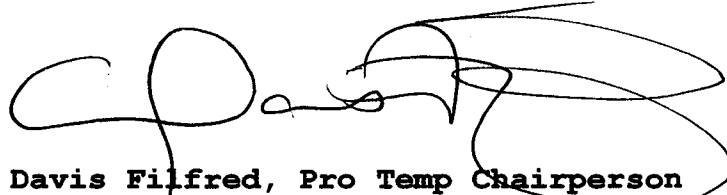
A. Resources and Development Committee of the Navajo Nation Council hereby approves an amendment to RDCN-87-15 removing the incorrect legal description exhibit and replacing it with the correct legal description exhibit which is attached as Exhibit "3." This Exhibit "3" will replace the RDCN-87-15 Exhibit "B."

B. Resources and Development Committee of the Navajo Nation Council hereby approves an amendment to RDCN-87-15 removing the incorrect Terms and Conditions document and replacing it with the correct Terms and Conditions document which is attached hereto as Exhibit "5." This Exhibit "5" will replace the RDCN-87-15 Exhibit "F."

C. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute all documents to affect the intent and purpose of this resolution.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Navajo Department of Transportation, (Navajo Nation) Tse Bonito, New Mexico, at which quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained this 10th day of January, 2017.

A large, stylized handwritten signature in black ink, appearing to read 'Davis Filfred', is written over the printed name and title.

**Davis Filfred, Pro Temp Chairperson
Resources and Development Committee
Of the 23rd Navajo Nation Council**

**Motion: Honorable Walter Phelps
Second: Honorable Jonathan Perry**

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---First Year 2015

EXHIBIT

1

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; WAIVING 16 N.N.C. § 1159
REGARDING MISSION SITE ACREAGE LIMITATIONS; AND, APPROVING A
REVOCABLE USE PERMIT FOR MISSION SITE FOR THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS ON NAVAJO NATION TRUST LANDS IN THE
VICINITY OF SAWMILL CHAPTER, NAVAJO NATION (APACHE COUNTY,
ARIZONA)

Section One. Findings

A. Pursuant to 16 N.N.C. § 1151 (C), the Resources and Development Committee of the Navajo Nation Council has the authority to give approval on behalf of the Navajo Nation, all permits for Mission Sites; and

B. Pursuant to 16 N.N.C. § 1159 (B) (1), a "Mission site for purely religious activities is limited to one and one-half acres (1½)"; and

C. The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, 50 East North Temple, Salt Lake City, Utah 84150 has applied Revocable Use Permit for Mission site within the Sawmill community, as further described in Exhibit "A," attached hereto and incorporated herein by this reference; and

D. The proposed mission site is to be located on two (2.00) acres in Township 29 North, Range 3 East, Sections 29 and 30 in the vicinity of Sawmill Chapter, Navajo Nation (Apache County, Arizona). The land description appears on the survey plat attached hereto and incorporated herein as Exhibit "B," and

E. The District Grazing Official, Thomas Billiman, identified one land user, Earlene Frazier and her consent is attached hereto as "Exhibit C."

F. The Chapter resolution and the signed petition by the local residents are also attached as Exhibit "D"; and

G. On June 16, 2015, the Resources and Development Committee of the Navajo Nation Council (RDCJN-33-15) delegated the Director of Navajo Land Department, Division of Natural Resources, the power and authority to give final approval of all land withdrawal designations on the Navajo Nation. The Land

Withdrawal Designation has been approved for five (5) years for the Church of Jesus Christ of Latter-Day Saints attached as Exhibit "E"; and

H. Biological, Historical, Cultural and Archaeological surveys and clearances for this permit were completed including an Environmental Assessment report, and are all attached and labeled as Exhibit "G"; and

I. It is in the best interest of Sawmill community and the Navajo Nation that a Revocable Use Permit for Mission Site be approved for the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints.

Section Two. Approval

A. Resources and Development Committee of the Navajo Nation Council hereby waives 16 N.N.C. § 1159 (B) (1).

B. Resources and Development Committee of the Navajo Nation Council hereby approves and consents to the Revocable Use Permit, subject to, but not limited to the attached Terms and Conditions both contained in Exhibit "F" for the use of two (2) acres as described in Exhibit "B." Exhibits "B" and "F" are attached hereto and incorporated herein by this reference.

C. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute all documents to affect the intent and purpose of this resolution.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Navajo Nation Council Chambers, Window Rock, (Navajo Nation) Arizona, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 23rd day of November, 2015.



Benjamin Bennett, Vice-Chairperson
Resources and Development Committee
Of the 23rd Navajo Nation Council

Motion: Honorable Walter Phelps
Second: Honorable Leonard Pete

TOPOGRAPHIC SURVEY FOR SAWMILL PROPERTY

SAWMILL CHAPTER, DISTRICT
SECTION 30 AND 29, T. 29 N., R. 30 E.
APACHE COUNTY, ARIZONA

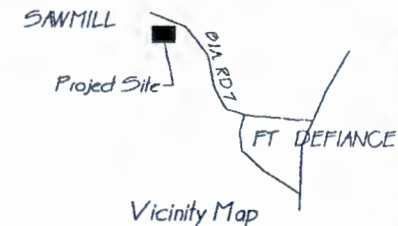
LEGAL DESCRIPTION

LEASE AREA

A PARCEL OF LAND SITUATED WITHIN SECTION 29 AND 30, TOWNSHIP 29 NORTH, RANGE 30 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29; THENCE N31° 10' 54"E, A DISTANCE OF 198.65 FEET, TO THE POINT OF BEGINNING; THENCE N32° 55' 28"E, A DISTANCE OF 295.04 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF B.I.A. ROUTE 7 (SAWMILL ROAD); THENCE N58° 01' 18"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 294.80 FEET; THENCE S32° 55' 28"W, A DISTANCE OF 295.04 FEET; THENCE S58° 01' 18"E, A DISTANCE OF 294.80 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2 ACRES, MORE OR LESS.



SURVEYORS CERTIFICATION

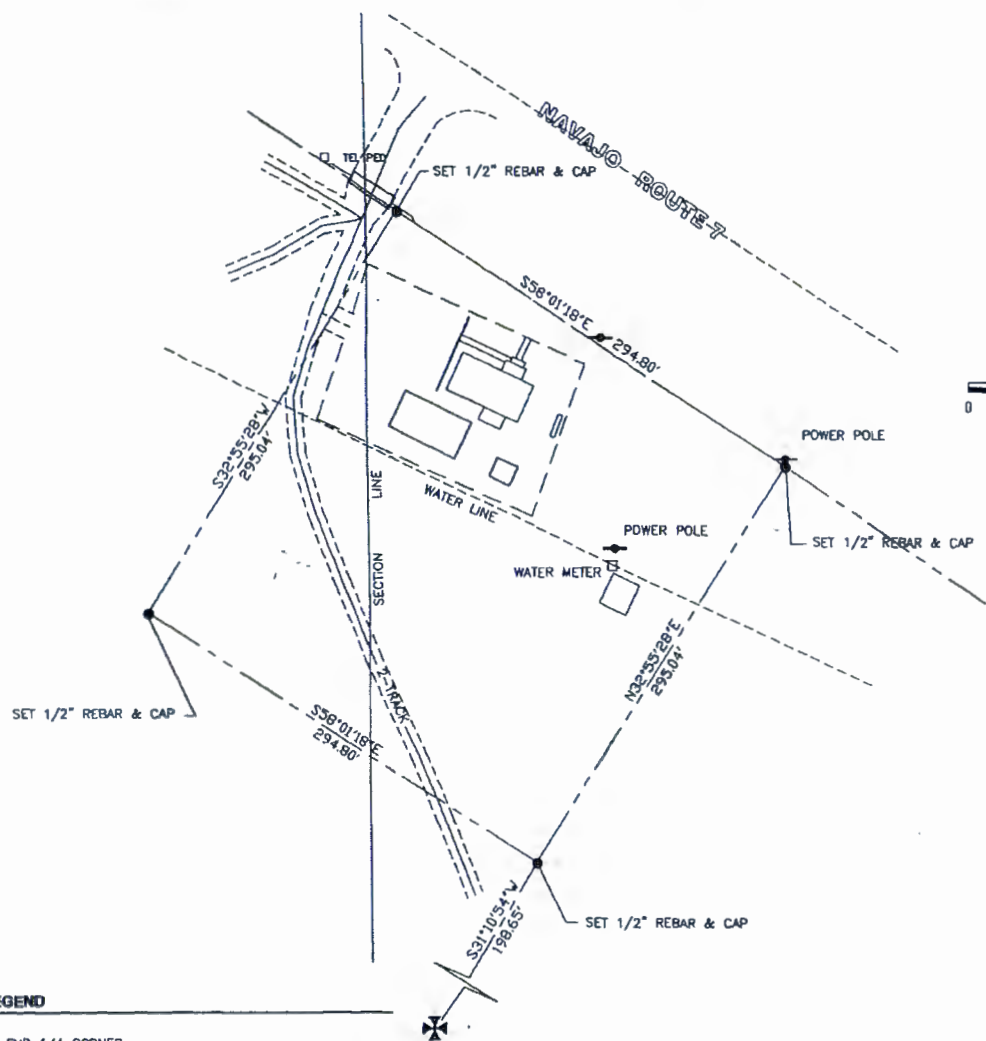


I HAROLD BALDWIN CERTIFY THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY 2007 AND IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT THE SURVEY MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AS SHOWN.

SCALE:	1" = 50'
DRAWN BY:	JS, CA
CHECKED BY:	HB
FIELD WORK BY:	ED
DATE:	FEB 2007
JOB NO.:	07-012

RESULTS OF SURVEY
FOR
LEASE SITE, SAWMILL CHAPTER
NAVAJO INDIAN RESERVATION
SECTION 29 & 30, T. 29 N., R. 30 E.
APACHE COUNTY, ARIZONA

ABSOLUTE SURVEYING
AND MAPPING, INC.
1813 B NORTH MAIN STREET
SNOWFLAKE, ARIZONA 86067



LEGEND

- ✕ FND 1/4 CORNER
- SET 1/2" REBAR & CAP - RLS 19810
- FENCE LINE

BASIS OF BEARING

GPS RTK SOLUTIONS

BASIS OF SURVEY

GPS RTK SOLUTIONS, EXISTING SITE DATA
DKT 780, PG 5731, APACHE CO. RECORDS

SURVEYOR'S NOTE:

THIS DRAWING DOES NOT REFLECT ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER ENCUMBRANCES WHICH WOULD BE REVEALED BY A CURRENT TITLE REPORT.

RECORDED	8-25-08
RECEPTION NUMBER	DATE
18LS	160
BOOK	PAGE
APACHE COUNTY, AZ, RECORDS	

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EXHIBIT

2

tabbies

EXHIBIT

8

RDCN-87-15

TOPOGRAPHIC SURVEY FOR SAWMILL PROPERTY

SAWMILL CHAPTER, DISTRICT
SECTION 30 AND 29, T. 29 N., R. 30 E.
APACHE COUNTY, ARIZONA

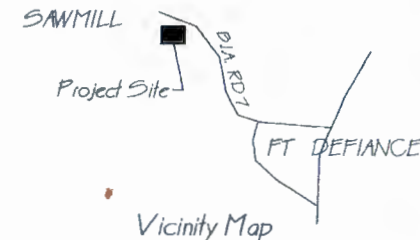
LEGAL DESCRIPTION

LEASE AREA

A PARCEL OF LAND SITUATED WITHIN SECTION 29 AND 30; TOWNSHIP 29 NORTH, RANGE 30 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29; THENCE N31° 10' 54"E, A DISTANCE OF 198.65 FEET, TO THE POINT OF BEGINNING; THENCE N32° 55' 28"E, A DISTANCE OF 295.04 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF B.I.A. ROUTE 7 (SAWMILL ROAD); THENCE N58° 01' 18"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 294.80 FEET; THENCE S32° 55' 28"W, A DISTANCE OF 295.04 FEET; THENCE S58° 01' 18"E, A DISTANCE OF 294.80 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2 ACRES, MORE OR LESS.



SURVEYORS CERTIFICATION



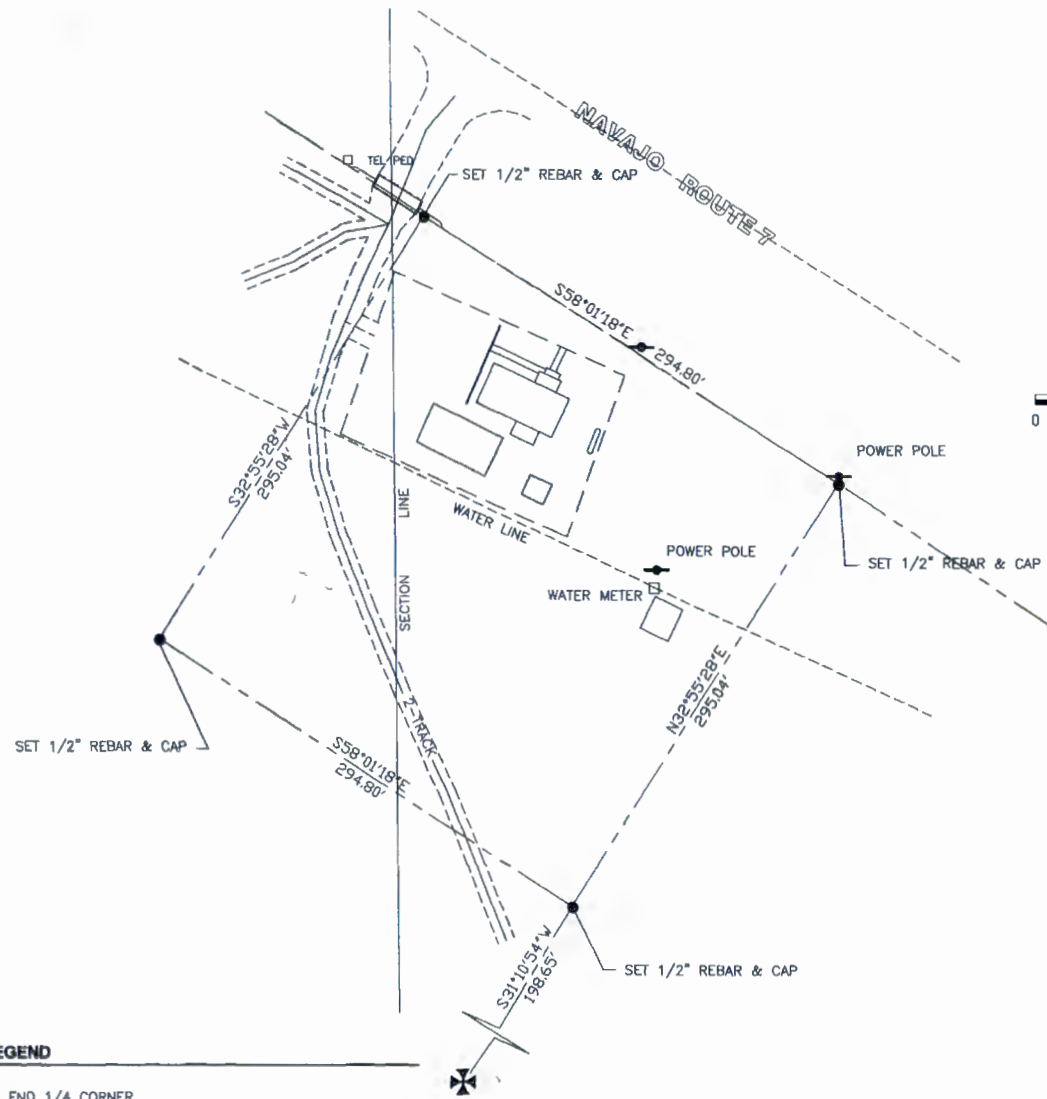
I HAROLD BALDWIN CERTIFY THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY 2007 AND IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT THE SURVEY MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AS SHOWN.

SCALE:	1" = 50'
DRAWN BY:	JS. CA
CHECKED BY:	HB
FIELD WORK BY:	ED
DATE:	FEB 2007
JOB NO.:	07-012
MAP NO.:	
REVISION:	
PREPARED FOR:	L. SADLER, ARCH.

RESULTS OF SURVEY
FOR
LEASE SITE, SAWMILL CHAPTER
NAVAJO INDIAN RESERVATION
SECTION 29 & 30, T. 29 N., R. 30 E.
APACHE COUNTY, ARIZONA



**ABSOLUTE SURVEYING
AND MAPPING, INC.**
1515 B NORTH MAIN STREET
SNOWFLAKE, ARIZONA 85937



LEGEND

- ✕ FND 1/4 CORNER
- SET 1/2" REBAR & CAP - RLS 19810
- FENCE LINE

BASIS OF BEARING

GPS RTK SOLUTIONS

BASIS OF SURVEY

GPS RTK SOLUTIONS, EXISTING SITE DATA
DKT 780, PG 5731, APACHE CO. RECORDS

SURVEYOR'S NOTE:

THIS DRAWING DOES NOT REFLECT ANY **RIGHT-OF-WAY**, **EASEMENTS**, OR OTHER **ENCUMBRANCES** WHICH WOULD BE REVEALED BY A CURRENT TITLE REPORT.

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2008-006367 8-25-08
RECEPTION NUMBER DATE
18LS 160
BOOK PAGE
APACHE COUNTY, AZ, RECORDS



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12/11/2015 4:38:21 PM - P:\01143133-01143-16001\CAD\MODELFILES\IV-XP-BASE.DWG - CUMMINS, JOHN

LEGAL DESCRIPTION:

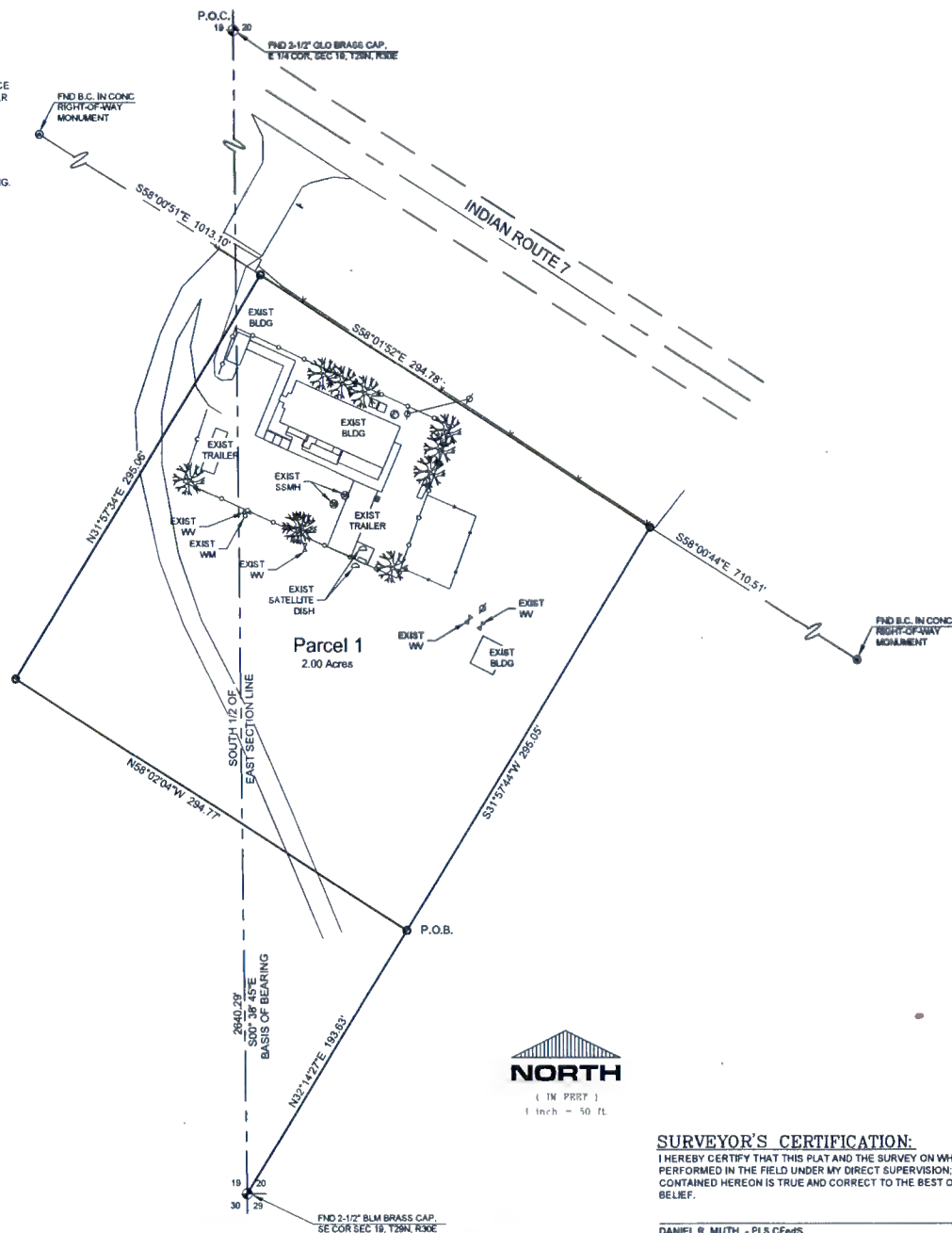
A PARCEL OF LAND SITUATED WITHIN SECTIONS 19 AND 20, TOWNSHIP 29 NORTH, RANGE 30 EAST, GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2-1/2" GLO BRASS CAP MONUMENTING THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 29 NORTH, RANGE 30 EAST, THENCE S 00° 38' 45" E A DISTANCE OF 264.029 FEET TO A 2-1/2" BLM BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 29 NORTH, RANGE 30 EAST, AS THE BASIS OF BEARINGS, THENCE N 32° 14' 27" E A DISTANCE OF 183.63 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING:

THENCE N 58° 02' 04" W A DISTANCE OF 294.77 FEET;
THENCE N 31° 57' 34" E A DISTANCE OF 295.06 FEET;
THENCE S 58° 01' 52" E A DISTANCE OF 294.78 FEET;
THENCE S 31° 57' 44" W A DISTANCE OF 295.05 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINS 2.00 ACRES, MORE OR LESS.

LEGEND:

- | | |
|--------|---------------------------------------|
| ◆ | FOUND MONUMENT AS NOTED |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| ○ | SET #5 REBAR AND PVC CAP LS 31028 |
| ⊙ | FOUND BRASS CAP RIGHT-OF-WAY MONUMENT |



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN AND THE SURVEY ON WHICH IT IS BASED WAS PERFORMED IN THE FIELD UNDER MY DIRECT SUPERVISION; AND THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL R. MUTH - PLS CFedS

RLS 31028

TETRA TECH



3Y

NC

MARK

Holbrook, Arizona

SAWMILL CHAPEL
LEGAL DESCRIPTION
LEGAL DESCRIPTION
FOR SAWMILL CHAPEL

Project No.: 133-01143-16001

Designed By JDFC

Drawn By: JDFC

Checked By	DRM
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V-001

Bar Measures 1 inch

Copyright Tetra Tech

FORM Mission Site
10/01/2014



TERMS AND CONDITIONS FOR MISSION SITE PERMIT
Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints
(PERMITTEE)

1. This Mission Site Permit is issued to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, 50 E. North Temple, Salt Lake City, Utah 84150 to use and occupy Navajo Nation Trust Lands for religious purposes, and shall be subject to the terms and conditions set forth herein. The term of the Mission Site Permit is effective beginning on the date the permit is approved by the Resources & Development Committee of the Navajo Nation Council or authorized representative. This Permit is authorized by Resources and Development Committee No. _____.
2. This permit is revocable at the discretion of the Resources and Development Committee of the Navajo Nation Council. The permit shall immediately be revoked for the failure to use the land herein described for religious purposes. It is understood and agreed that this instrument is "NOT A LEASE" and is not to be taken or construed as granting any leasehold interest or right in or to the land herein described, but is merely a temporary permit, terminable and revocable.
3. The Permittee shall be given at least thirty (30) days written notice before this Mission Site Permit is terminated and revoked. Upon termination of the Mission Site Permit, the Permittee shall have ninety (90) days in which to remove from the site to dispose of any and all buildings, structures, materials and equipment and other personal property owned by the religious organization. After the expiration of the ninety (90) days, the Permittee shall peacefully and without legal process deliver the possession of the premises to the Navajo Nation. All improvements not removed after ninety (90) days will become the property of the Navajo Nation, unless the Navajo Nation demands in writing that the improvements be removed.
4. This Permit is not transferable, except with the consent of the Resources and Development Committee of the Navajo Nation Council.
5. This Permit shall be reviewed every five (5) years to reevaluate the rent and compliance with the terms and conditions.
6. The legal land description of the premises is described as follows:

TRACT DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN SECTION 29 AND 30, TOWNSHIP 29 NORTH, RANGE 30 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE CPUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the West Quarter Corner of said Section 29; Thence N31°10'54" E, a distance of 198.65 Feet, to the Point of Beginning;

THENCE NORTH 32°55'28" East, a distance of 295.04 feet, to the Southerly Right-of-Way Line of B.I.A. Route 7 (Sawmill Road);

THENCE North 58°01'18" West, along said Right-of-Way, a distance of 294.80 feet;
THENCE South 32°55'28" West, a distance of 295.04 feet;
THENCE South 58°01'18" East, a distance of 294.80 feet, to the Point of Beginning for a distance of 448.62 feet;

Said Parcel of land contains 2.00 acres, more or less.

7. The annual rental is set at \$ 30.00 per year and is due on or before the first day of January of each year the Permit remains in effect. Pursuant to 16 N.N.C. § 1157, if the Permittee fails to pay the rent when due, this permit shall automatically terminate. The Permittee is responsible to make direct payments to the Navajo Nation Accounts Receivable Section, Post Office Box 3150, Window Rock, Arizona 86515.
8. The Permittee may develop, use and occupy the area under the permit for the purpose(s) of Mission Site. The Permittee may not develop, use or occupy the area under the permit for any other purpose without the prior written approval of the Navajo Nation. The approval of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation. The Permittee may not develop, use or occupy the area under the permit for any unlawful purpose.
9. In all activities conducted by the Permittee within the Navajo Nation, the Permittee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:
 - a. Title 25, Code of Federal Regulations, Part 162;
 - b. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
 - c. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Opportunity Law, 5 N.N.C. §§ 201 et seq.; and
 - d. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq. Permittee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
10. The Permittee shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations pursuant to the permit.
11. The Permittee shall clear and keep clear the lands within the permit area to the extent compatible with the purpose of the permit, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during any surface disturbance activities.
12. The Permittee shall at all times during the term of the permit and at the Permittee's sole cost and expense, maintain the land subject to the permit and all improvements located thereon and make all necessary and reasonable repairs.

13. The Permittee shall indemnify and hold harmless the Navajo Nation and their respective authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of the permit area by the Permittee.
14. The Permittee shall not assign, convey or transfer, in any manner whatsoever, the permit or any interest therein, or in or to any of the improvements on the land subject to the permit, without the prior written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer of the permit without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
15. The Navajo Nation may terminate the permit for violation of any of the terms and conditions stated herein. In addition, the permit shall be terminable in whole or part by the Navajo Nation or authorized representative for any of the following causes:
 - a. Failure to comply with any terms and conditions of the permit or of applicable laws or regulations;
 - b. Non-use of the permit; and
 - c. The use of the land subject to the permit for any purpose inconsistent with the purpose for which the permit is granted.
16. At the termination of the permit, the Permittee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Permittee shall provide the Navajo Nation, at the Permittee's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.
17. The Permittee shall give written notice to the Navajo Nation Land Department regarding any change to the Permittee's contact information, address, leadership, organizational name, or any other substantial change to the organization. The notice shall be given within thirty (30) days and delivered to the Navajo Land Department at Post Office Box 2249, Window Rock, Arizona 86515.
18. Holding over by the Permittee after the termination of the permit shall not constitute a renewal or extension thereof or give the Permittee any rights hereunder or in or to the land subject to the permit or to any improvements located thereon.
19. The Navajo Nation shall have the right, at any reasonable time during the term of the permit, to enter upon the premises, or any part thereof, to inspect the same and any improvements located thereon.
20. By acceptance of the grant of permit, the Permittee consents to the full territorial legislative, executive and judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgments for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by the Permittee within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
21. By acceptance of the grant of the permit, the Permittee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that

such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the permit or to the Navajo Nation.

22. Any action or proceeding brought by the Permittee against the Navajo Nation in connection with or arising out of the terms and conditions of the permit shall be resolved administratively under the laws of the Navajo Nation, and no action or proceeding shall be brought by the Permittee against the Navajo Nation, in any court of any state.
23. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.
24. Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
25. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of the Permittee, and the term "Permittee," whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.
26. There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the area under the permit and all lands burdened by the permit, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the permit; and the area under the permit and all lands burdened by the permit shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

Date: _____
By: _____

(Permittee)
**The Corporation of the Presiding Bishop of the
Church of Jesus Christ of Latter-Day Saints**

Date: _____
By: _____

**President
Navajo Nation**



TERMS AND CONDITIONS FOR MISSION SITE PERMIT
Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints
(PERMITTEE)

1. This Mission Site Permit is issued to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, 50 E. North Temple, Salt Lake City, Utah 84150 to use and occupy Navajo Nation Trust Lands for religious purposes, and shall be subject to the terms and conditions set forth herein. The term of the Mission Site Permit is effective beginning on the date the permit is approved by the Resources & Development Committee of the Navajo Nation Council or authorized representative. This Permit is authorized by Resources and Development Committee No. _____.
2. This permit is revocable at the discretion of the Resources and Development Committee of the Navajo Nation Council. The permit shall immediately be revoked for the failure to use the land herein described for religious purposes. It is understood and agreed that this instrument is 'NOT A LEASE' and is not to be taken or construed as granting any leasehold interest or right in or to the land herein described, but is merely a temporary permit, terminable and revocable.
3. The Permittee shall be given at least thirty (30) days written notice before this Mission Site Permit is terminated and revoked. Upon termination of the Mission Site Permit, the Permittee shall have ninety (90) days in which to remove from the site to dispose of any and all buildings, structures, materials and equipment and other personal property owned by the religious organization. After the expiration of the ninety (90) days, the Permittee shall peacefully and without legal process deliver the possession of the premises to the Navajo Nation. All improvements not removed after ninety (90) days will become the property of the Navajo Nation, unless the Navajo Nation demands in writing that the improvements be removed.
4. This Permit is not transferable, except with the consent of the Resources and Development Committee of the Navajo Nation Council.
5. This Permit shall be reviewed every five (5) years to reevaluate the rent and compliance with the terms and conditions.
6. The legal land description of the premises is described as follows:

TRACT DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN SECTION 19 AND 20, TOWNSHIP 29 NORTH, RANGE 30 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 2-½" GLO BRASS MONUMENTING THE EAST ¼ CORNER OF SECTION 19, TOWNSHIP 29 NORTH, RANGE 30 EAST, THENCE S 00°38'45"E A DISTANCE OF 2640.29 FEET TO A 2-1/2 "BLM BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 29 NORTH, RANGE 30 EAST, AS THE BASIS OF BEARINGS, THENCE N 32°14'27" E A DISTANCE OF 193.63 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING;

expense, maintain the land subject to the permit and all improvements located thereon and make all necessary and reasonable repairs.

13. The Permittee shall indemnify and hold harmless the Navajo Nation and their respective authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of the permit area by the Permittee.
14. The Permittee shall not assign, convey or transfer, in any manner whatsoever, the permit or any interest therein, or in or to any of the improvements on the land subject to the permit, without the prior written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer of the permit without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
15. The Navajo Nation may terminate the permit for violation of any of the terms and conditions stated herein. In addition, the permit shall be terminable in whole or part by the Navajo Nation or authorized representative for any of the following causes:
 - a. Failure to comply with any terms and conditions of the permit or of applicable laws or regulations;
 - b. Non-use of the permit; and
 - c. The use of the land subject to the permit for any purpose inconsistent with the purpose for which the permit is granted.
16. At the termination of the permit, the Permittee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Permittee shall provide the Navajo Nation, at the Permittee's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.
17. The Permittee shall give written notice to the Navajo Nation Land Department regarding any change to the Permittee's contact information, address, leadership, organizational name, or any other substantial change to the organization. The notice shall be given within thirty (30) days and delivered to the Navajo Land Department at Post Office Box 2249, Window Rock, Arizona 86515.
18. Holding over by the Permittee after the termination of the permit shall not constitute a renewal or extension thereof or give the Permittee any rights hereunder or in or to the land subject to the permit or to any improvements located thereon.
19. The Navajo Nation shall have the right, at any reasonable time during the term of the permit, to enter upon the premises, or any part thereof, to inspect the same and any improvements located thereon.
20. By acceptance of the grant of permit, the Permittee consents to the full territorial legislative, executive and judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgments for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by the Permittee within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.



THE NAVAJO NATION


RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

July 11, 2016

MEMORANDUM

JUL 26 2016

TO : Marianna Kahn, Legislative Counsel
Resources & Development Committee

FROM : 
Vera Shurley, Right of Way Agent
Project Review/Land Department
Division of Natural Resources

SUBJECT : Mission Site for LDS Church in Sawmill, Arizona

The Church of Jesus Christ of Latter-day Saints submitted an application for a Revocable Use Permit for a Mission Site and it was approved by the Resources and Development Committee by Resolution No. RDCN-87-15. The *Terms and Conditions for Mission Site* was not signed by the President because of the discrepancy found on the survey plat. The area sections had errors and has been corrected to Sections 19 and 20.

The packet is being resubmitted to Resources and Development Committee as an administrative action for correction for an Amendment to Resolution RDCN-87-15 with the accurate survey plat attached, along with all the environmental clearance documents.

The DOJ Attorney, Veronica Blackhat recommended that this packet should not be required to go through the 164 Review process again. Please call me at extension 6447 for any questions. Thank you.