

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
23<sup>rd</sup> Navajo Nation Council --- Third Year, 2017

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE ISSUANCE OF  
LEASE TO THE ST. BONAVENTURE INDIAN SCHOOL FOR 5.83 ACRES, MORE  
OR LESS, AND RIGHT OF REASONABLE INGRESS AND EGRESS, SUBJECT TO  
ANY PRIOR, VALID, EXISTING RIGHTS-OF WAY TO CONSTRUCT, OPERATE  
AND MAINTAIN A COMMUNITY SCHOOL AND OTHER EDUCATIONAL PURPOSES  
INCLUDING A SPORT FACILITY, ADMINISTRATIVE OFFICES AND  
MAINTENANCE BUILDINGS IN THE THOREAU CHAPTER VICINITY, NAVAJO  
NATION (MCKINLEY COUNTY, NEW MEXICO)

BE IT ENACTED:

**Section One. Authority**

Pursuant to 2 N.N.C. Section 501 (B)(2), the Resources and Development Committee of the Navajo Nation Council has authority to give final approval of non-mineral leases and surface easements on Navajo Nation land and unrestricted (fee land).

**Section Two. Findings**

- A. The St. Bonaventure Indian Mission School, P.O. Box 610, Thoreau, New Mexico 87323, has requested a lease to use 5.83 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way. The Navajo Nation and St. Bonaventure Indian Mission School Lease attached as **Exhibit A**. Request Letter dated January 30, 2017 from St. Bonaventure Indian Mission & School to the Navajo Land Department is attached as **Exhibit B**. Resolution of the Baca/Prewitt Chapter supporting the request of the St. Bonaventure Indian Mission is attached as **Exhibit C**.
- B. The proposed lease site is N1/2 of Sec. 33, T14N, R13W NMPM Thoreau, McKinley County, New Mexico. The location of the site is more particularly described on the map marked **Exhibit D**.

- C. The District 16, District Land Board Member notified the Navajo Nation Land Department verifying there are no valid grazing permittees near the described land. District Land Board Member letter is attached hereto as **Exhibit E**.
- D. The biological and cultural resources compliance reviews have been completed and are attached hereto and incorporated herein by this reference. The Cultural Resources Inventory Determination Form attached as **Exhibit F**; the Biological Resources Compliance Form attached as **Exhibit G**; and a letter from the Navajo Natural Heritage Program is attached as **Exhibit H**; and a letter from the Navajo Land Department regarding approved land withdrawal designation is attached as **Exhibit I**.

### **Section Three. Approval**

- A. Resources and Development Committee of the Navajo Nation Council hereby approves the Navajo Nation and St. Bonaventure Indian Mission School Lease for 5.83 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way of Navajo Nation Trust Lands in the Thoreau Chapter vicinity, Navajo Nation (McKinley County, New Mexico). The location is more particularly described on the survey map attached hereto as **Exhibit D**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby approves the Navajo Nation and St. Bonaventure Indian Mission School Lease subject to, but not limited to, the terms and conditions in the Lease attached hereto as **Exhibit A** and made a part hereof.
- C. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement the intent and purpose of this resolution.

**CERTIFICATION**

I, hereby certify that the following resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at the Navajo Transportation Administrative Complex, Tse Bonito, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained on this 19<sup>th</sup> day of December, 2017.



Benjamin Bennett, Vice Chairperson  
Resources and Development Committee  
of the 23<sup>rd</sup> Navajo Nation Council

Motion: Honorable Leonard Pete  
Second: Honorable Davis Filfred



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

**THE NAVAJO NATION  
and  
ST. BONAVENTURE INDIAN MISSION SCHOOL**

**THIS LEASE** is made and entered into this \_\_\_\_ day of September, 2017, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the **ST. BONAVENTURE INDIAN MISSION SCHOOL**, hereinafter called the "Lessee," whose address is Post Office Box 610, Thoreau, New Mexico 87323, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof.

**1. DEFINITIONS.**

(A) "*Approved Encumbrance*" means an encumbrance approved in writing by Lessor in accordance with the terms and conditions of this Lease.

(B) "*Encumbrancer*" means the owner and holder of an Approved Encumbrance, including all successors and assigns.

(C) "Hazardous Substance" means any "hazardous substance as defined at § 2104 Q. of the NNCERCLA, 4 N.N.C. § 2101 *et seq.*, including all amendments or successors thereto.

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

(E) "*Regulated Substance*" means any regulated substance as defined at § 1502 V. of the Navajo Nation Underground and Aboveground Storage Act, 4 N.N.C. § 1501 *et seq.*, which includes petroleum and petroleum products.

**2. LEASED PREMISES.**

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within the chapter of Baca, Navajo Nation (NM), more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 5.83 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, is hereinafter called the "Leased Premises." There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises. NLD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

**3. PURPOSE, UNLAWFUL USES.**

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

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

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

**4. TERM.**

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

**5. RENTAL.**

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: **None**. In accordance with the provisions of 25 C.F.R. Part 162.604(b)(2)&(3), only nominal rental is provided for herein because this Lease is for educational purposes.

**6. CONDITION OF LEASED PREMISES.**

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor or any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

**7. IMPROVEMENTS.**

(A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease. At its option, Lessor may require Lessee to remove said buildings and other improvements and to restore the Leased Premises to its original state upon termination of this Lease.

(B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.



(C) As used in this section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

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

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

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

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

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

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

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

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

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

(A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:

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

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

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

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

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless Lessor and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any

lien therefor, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.

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

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

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

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

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

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

### **15. ENCUMBRANCE.**

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

(B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor notice of the same character and



duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

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

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

## **16. DEFAULT.**

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

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

- (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
- (2) Re-enter the premises if the lessee has abandoned the premises or has failed to conduct business for an extended period of time without notice, and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations

of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or

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

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

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

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

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

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

(A) Lessee shall not cause or permit any Hazardous or Regulated Substance to be used, stored, generated or disposed of on or in the Leased Premises without first notifying Lessor and obtaining Lessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Leased Premises, with or without Lessor's consent, or if the premises become contaminated in any manner, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Leased Premises), as well as attorneys' fees, consultant and expert fees arising during

or after the Lease term and arising as a result of such contamination regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Lessee causes or permits any Hazardous or Regulated Substance on the Leased Premises and the presence of such results in any contamination of the Leased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

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

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

and,

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

or their respective institutional successors.

#### **19. PUBLIC LIABILITY INSURANCE.**

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



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

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

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

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

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

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

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

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



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

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

## **22. INSPECTION.**

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

## **23. INDEMNIFICATION.**

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

## **24. MINERALS.**

All minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the Leased Premises and search for

and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

**25. EMINENT DOMAIN.**

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

**26. DELIVERY OF PREMISES.**

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

**27. HOLDING OVER.**

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

**28. ATTORNEY'S FEES.**

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

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

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

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

Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of this Lease. Any action or proceeding brought by Lessee against the Nation in connection with or arising out of the terms and conditions of

this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation, and no such action or proceeding shall be brought by Lessee against the Nation in any court or administrative body of any State.

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

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

**32. DISPUTE RESOLUTION.**

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

**33. CONSENT TO JURISDICTION.**

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

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

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

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

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

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

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

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

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

**38. NOTICES AND DEMANDS.**

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

To or upon Lessor:

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

To or upon Lessee:

St. Bonaventure Indian Mission School  
Post Office Box 610  
Thoreau, New Mexico 87323  
Fax: (505) 862-7029

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

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

**39. SUCCESSORS AND ASSIGNS.**



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

**40. RESERVATION OF JURISDICTION.**

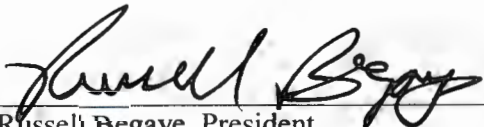
There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the area under the lease and all lands burdened by the lease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring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

**41. EFFECTIVE DATE; VALIDITY.**

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

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

**THE NAVAJO NATION, LESSOR**

By:   
Russell Begaye, President

**ST. BONAVENTURE INDIAN MISSION SCHOOL,  
LESSEE**

By: \_\_\_\_\_  
Chris Haher, Executive Director



# St. Bonaventure Indian Mission & School

Eastern Navajo Reservation

25 Navarre Blvd W \* Thoreau, NM \* 87323  
Mailing: P.O. Box 610 \* Thoreau, NM \* 87323-0610

Phone: (505) 862-7847 \* Fax: (505) 862-7029  
[www.stbonaventureremission.org](http://www.stbonaventureremission.org)

January 30, 2017

Navajo Nation Land Department  
P.O. Box 2249  
Window Rock, AZ 86515

Dear Mr. Halona,

St. Bonaventure Indian Mission & School is writing this application letter requesting to lease 5.83 acres of land located in the N1/2 of Sec. 33, T14N, R13W NMPM Thoreau, McKinley County, New Mexico.

St. Bonaventure Indian Mission & School, a non-profit organization established in 1974, has long sought to build a place for youth-oriented recreational, workforce and social development for Thoreau and its neighboring Navajo communities.

The 5.83 acres requested is located on the north side of the St. Bonaventure Indian Mission School, the land will be used for outdoor activities for the students, a garden, and possibly a multi-purpose building to house social service programs and for general use by the public.

We are respectfully requesting your assistance by granting St. Bonaventure Indian Mission and School Inc. a 65 year or more lease so that we may pursue our goal to establish a place where Navajo people can help themselves through a new opportunity center. If you should have any questions please call (505) 862-7847 ext. 6102 or email [chalter@stbonaventureremission.org](mailto:chalter@stbonaventureremission.org).

Respectfully,

Christopher Halter, Executive Director  
St. Bonaventure Indian Mission and School

*I am the Good Shepherd. I seek out My sheep who are lost. I have come that they may have life and have it abundantly. (John)*



## Baca/Prewitt Chapter

Hoskie Largo, President  
Betty Platero, Vice President  
Leonard Tsosie, Council Delegate  
Bobby Delgarito, Land Board  
Sharon Francisco, Manager.  
Tina Becenti, A.M.S



Russel Begay  
President

Jonathan Nez  
Vice-President

BPC/17/12/09

**RESOLUTION OF THE BACA/PREWITT CHAPTER RECOMMENDING AND SUPPORTING THE REQUEST OF ST. BONAVENTURE INDIAN MISSION IN LEASING NAVAJO NATION TRIBAL TRUST LAND IDENTIFIED AS SECTION 33, TOWNSHIP 14N RANGE 13W, NMPM, DISTRICT 16, THOREAU VACINITY, MCKINLEY COUNTY NEW MEXICO.**

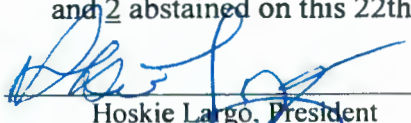
1. Pursuant to the Navajo Nation Code 2, Title 26 Section 4001 and 11 NNC Part 1, Section 10, the Baca/Prewitt Chapter is a duly certified and recognized local government entity of the Navajo Nation; to plan review, recommend, approve and promote all business matters that affects the community in dealing with the Navajo Nation, Federal, State, County and other local entities who need support, approval and consideration; and
2. St. Bonaventure Indian Mission and School is a primary resource for the Navajo communities (Baca/Prewitt, Casamero Lake, Littlewater, Smith Lake, Mariano Lake, Pinedale, Thoreau, Iyanbito) in the eastern Navajo reservation; and
3. St. Bonaventure provides education, water delivery, home weatherization, minor home repairs, scholarship, general assistance to families in need and employment; and
4. Leaders of the Baca/Prewitt Chapter and other Chapters were invited to several hearing within the community it was voiced that there is a need for a Community Complex for use by the Navajo communities; and
5. Baca/Prewitt Chapter is served by St. Bonaventure Indian Mission and the community members approved their initiative to move forward with developing a Community Complex, including a track and outdoor basketball facility. A draft Economic Development Feasibility Study for Thoreau Community Complex was presented to the communities on November 28, 2017; and
6. St. Bonaventure Indian Mission was encouraged to approach the Navajo Nation Land Department requesting to lease property identified as Section 33, Township 14N, and Range 13 for economic development. The property is located in a prime location next to the major roads for easy access.

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

1. The Baca/Prewitt Chapter is in full support of St. Bonaventure Indian Mission's request to lease property identified as Section 33, Township 14N, Range 13W, NMPM, District 16, Thoreau Vicinity, and McKinley County New Mexico.

**CERTIFICATION**

WE HEREBY certify that this foregoing resolution was duly discussed and considered at a duly called Baca/Prewitt Chapter meeting and adopted by Scotty Platero Sr., seconded by Evelyn Largo and that same passed by a vote of 36 in favor, 0 opposed and 2 abstained on this 22th day of December, 2016.

  
Hoskie Largo, President

  
Betty Platero, Vice President

Post Office Box 563 Prewitt, New Mexico 87045,  
Phone: (505) 972-9917 Fax: (505) 972-4221










March 8, 2017

Navajo Nation Land Department  
PO Box 2249  
Window Rock, AZ 86515

Dear, Mr. Halona

St. Bonaventure Indian Mission has approached me requesting a letter identifying current valid grazing permittees close to Section 33 T14N, R13W. This letter is verifying there are no valid grazing permittees near this land description. If you should have any question please call me at (505) 870-5385.

Respectfully,

  
Bobby Delgarito, District Land Board  
District 16



THE NAVAJO NATION  
HERITAGE & HISTORIC PRESERVATION DEPARTMENT  
PO Box 4950, Window Rock, Arizona 86515  
TEL: (928) 871-7198 FAX: (928) 871-7886

## CULTURAL RESOURCES INVENTORY DETERMINATION FORM

<b>SPONSOR:</b> Chris Halter, Executive Director	<b>NNHPD NO.:</b> NAFM-89-509
<b>ADDRESS:</b> St. Bonaventure Indian Mission	<b>PROJECT NO.:</b> OFM-89-1
PO Box 610, Thoreau, New Mexico 87323-0610	<b>UNDERTAKING:</b> LEASE / LAND WITHDRAWAL
<b>REPORT TITLE:</b> A Cultural Resources Survey of the Construction Area for a New Modular Classroom Building at Dlo' Azhi Community School, (N34-17), Thoreau, McKinley County, New Mexico, Eastern Agency	

### NAVAJO NATION HISTORIC PRESERVATION DEPARTMENT RECOMMENDATIONS:

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



The proposed project is located within an area that has been previously inventoried for cultural resources and documented in the NNHPD report listed above. The previous archaeological inventory found that "No Historic Properties will be Affected" within the area of this undertaking. Archaeological approval is hereby granted for the undertaking within the area noted in attachment(s).

**ATTACHMENT A (Request)** *St. Bonaventure Indian Mission & School is proposing to lease land from the Navajo Nation. The area has been previously inventoried for the old Dlo' Ayzi School. At the time, site LA73300 was documented, however, it was determined that continuous grading/land modifying activities have exhausted the site's significance. A remnant of the old school still stands next to the lease area-it is fenced and will be avoided by all construction activities.*

**ATTACHMENT B (Project Location)**

**ATTACHMENT C (Legal Plat)** *The lease is 5.83-acres.*

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



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



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



Other:

Reviewed by: Tamara Billie, Senior Archaeologist

DATE: 7/17/17

NOTIFICATION TO PROCEED IS RECOMMENDED:

YES



NO



*Richard M. Begay*

DATE:

*7/18/17*

Richard M. Begay, Director/THPO  
Navajo Nation Heritage & Historic Preservation Department

**DISCOVERY CLAUSE:** In the event of a discovery (discovery means any previously unidentified or incorrectly identified cultural resources including, but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices), all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at 928.871.7198.

NNDFW Review No. 17sbim01a3

BIOLOGICAL RESOURCES COMPLIANCE FORM  
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE  
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: St. Bonaventure Indian Mission and School Lease

DESCRIPTION: The St. Bonaventure Indian Mission proposes to lease 5.83 acres of land for development of youth and community programs.

LOCATION: N½ of Section 33, T14N, R13W, NMPM, Thoreau, McKinley County, New Mexico

REPRESENTATIVE: Cindy Howe, St. Bonaventure Indian Mission

ACTION AGENCY: Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: Request for review & concurrence/27 JUL 2017/Cindy Howe

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3. Land withdrawal designation approved prior to receiving biological compliance.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

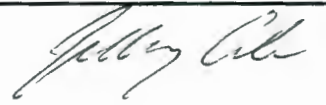
AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE\*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/15 AUG 2017

COPIES TO: (add categories as necessary)

☐ \_\_\_\_\_ ☐ \_\_\_\_\_

2 NTC § 164 Recommendation:	Signature	Date
<input checked="" type="checkbox"/> Approval	 Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife	8/17/17
<input type="checkbox"/> Conditional Approval (with memo)		
<input type="checkbox"/> Disapproval (with memo)		
<input type="checkbox"/> Categorical Exclusion (with request letter)		
<input type="checkbox"/> None (with memo)		

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

Representative's signature

Date



# THE NAVAJO NATION

RUSSELL BEGAYE  
JONATHAN NEZ

## MEMORANDUM

TO : Jeffrey Cole, Wildlife Manager  
Department of Fish and Wildlife  
DIVISION OF NATURAL RESOURCES

FROM : Gloria M. Tom / HA  
Gloria M. Tom, Director  
Department of Fish and Wildlife  
DIVISION OF NATURAL RESOURCES

DATE : August 17, 2017

SUBJECT : DELEGATION OF AUTHORITY

I will be on travel from Thursday, August 17, 2017. Therefore, I am delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00 am, August 17, 2017 and ending at 5:00 p.m., August 17, 2017.

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

## ACKNOWLEDGEMENT:

Jeffrey Cole  
Jeffrey Cole, Wildlife Manager  
Department of Fish and Wildlife  
DIVISION OF NATURAL RESOURCE





# NNHP

Navajo Natural Heritage Program

PO Box 1480  
Window Rock, AZ  
86515

P 928.871.6472  
F 928.871.7603

<http://nnhp.nndfw.org>

17sbim101

28-July-2017

Cindy Howe - Officer Manager  
St Bonaventure Indian Mission  
25 Navarre Blvd W  
Thoreau, NM 87323

**SUBJECT: Youth-oriented Recreational, Workforce and Social Development Building**

Cindy Howe,

NNHP has performed an analysis of your project in comparison to known biological resources of the Navajo Nation and has included the findings in this letter. The letter is composed of seven parts. The sections as they appear in the letter are:

1. **Known Species** – a list of all species within relative proximity to the project
2. **Potential Species** – a list of potential species based on project proximity to respective suitable habitat
3. **Quadrangles** – an exhaustive list of quads containing the project
4. **Project Summary** – a categorized list of biological resources within relative proximity to the project grouped by individual project site(s) or quads
5. **Conditional Criteria Notes** – additional details concerning various species, habitat, etc.
6. **Personnel Contacts** – a list of employee contacts
7. **Resources** – identifies sources for further information

Known Species lists "species of concern" known to occur within proximity to the project area. Planning for avoidance of these species is expected. If no species are displayed then based upon the records of the Navajo Nation Department of Fish and Wildlife (NNDFW) there are no "species of concern" within proximity to the project. Refer to the Navajo Endangered Species List (NESL) Species Accounts for recommended avoidance measures, biology, and distribution of NESL species on the Navajo Nation ([http://nnhp.nndfw.org/sp\\_account.htm](http://nnhp.nndfw.org/sp_account.htm)).

Potential Species lists species that are potentially within proximity to the project area and need to be evaluated for presence/absence. If no species are found within the Known or Potential Species lists, the project is not expected to affect any federally listed species, nor significantly impact any tribally listed species or other species of concern. Potential for species has been determined primarily on habitat characteristics and species range information. A thorough habitat analysis, and if necessary, species specific surveys, are required to determine the potential for each species.

Species of concern include protected, candidate, and other rare or otherwise sensitive species, including certain native species and species of economic or cultural significance. For legally protected species, the following tribal and federal statuses are indicated: NESL, federal Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA), and Eagle Protection Act (EPA). No legal protection is afforded species with only ESA candidate, NESL group 4 status, and species listed on the Sensitive Species List. Please be aware of

these species during surveys and inform the NNDFW of observations. Reported observations of these species and documenting them in project planning and management is important for conservation and may contribute to ensuring they will not be up listed in the future.

In any and all correspondence with NNDFW or NNHP concerning this project please cite the Data Request Code associated with this document. It can be found in this report on the top right corner of the every page. Additionally please cite this code in any biological evaluation documents returned to our office.

## 1. Known Species *(NESL=Navajo Endangered Species List, FE=Federally Endangered, FT=Federally Threatened, FC=Federal Candidate)*

### Species

AQCH = Aquila chrysaetos / Golden Eagle NESL G3  
 LENA = Lesquerella navajoensis / Navajo Bladderpod NESL G3  
 LIPI = Lithobates pipiens / Northern Leopard Frog NESL G2

## 2. Potential Species

### Species

AQCH = Aquila chrysaetos / Golden Eagle NESL G3  
 CHMO = Charadrius montanus / Mountain Plover NESL G4  
 ERAC = Erigeron acomanus / Acoma Fleabane NESL G3  
 ERRH = Erigeron rhizomatus / Rhizome Fleabane/zuni Fleabane NESL G2 FT  
 ERSI = Erigeron sivinskii / Sivinski's Fleabane NESL G4  
 FAPE = Falco peregrinus / Peregrine Falcon NESL G4  
 LENA = Lesquerella navajoensis / Navajo Bladderpod NESL G3  
 LIPI = Lithobates pipiens / Northern Leopard Frog NESL G2

## 3. Quadrangles (7.5 Minute)

### Quadrangles

Thoreau (35108-D2) / NM

## 4. Project Summary *(EO1 Mile/EO 3 Miles=elements occurring within 1 & 3 miles., MSO=mexican spotted owl PACs, POTS=potential species, RCP=Biological Areas)*

SITE	EO1MI	EO3MI	QUAD	MSO	POTS	AREAS
Project Area	LIPI	AQCH, LENA, LIPI	Thoreau (35108-D2) / NM	None	LIPI, FAPE, CHMO, AQCH, LENA, ERSI, ERRH, ERAC	None

## 5. Conditional Criteria Notes *(Recent revisions made please read thoroughly. For certain species, and/or circumstances, please read and comply)*

- A. **Biological Resource Land Use Clearance Policies and Procedures (RCP)** - The purpose of the RCP is to assist the Navajo Nation government and chapters ensure compliance with federal and Navajo laws which protect, wildlife resources, including plants, and their habitat resulting in an expedited land use clearance process. After years of research and study, the NNDFW has identified and mapped wildlife habitat and sensitive areas that cover the entire Navajo Nation.
- The following is a brief summary of six (6) wildlife areas:
1. **Highly Sensitive Area** – recommended no development with few exceptions.
  2. **Moderately Sensitive Area** – moderate restrictions on development to avoid sensitive species/habitats.
  3. **Less Sensitive Area** – fewest restrictions on development.
  4. **Community Development Area** – areas in and around towns with few or no restrictions on development.
  5. **Biological Preserve** – no development unless compatible with the purpose of this area.
  6. **Recreation Area** – no development unless compatible with the purpose of this area.
- None** - outside the boundaries of the Navajo Nation
- This is not intended to be a full description of the RCP please refer to the our website for additional information at <http://www.nndfw.org/clup.htm>.
- B. **Raptors** – If raptors are known to occur within 1 mile of project location: Contact Chad Smith at 871-7070 regarding your evaluation of potential impacts and mitigation.
- o **Golden and Bald Eagles**- If Golden or Bald Eagle are known to occur within 1 mile of the project, decision makers need to ensure that they are not in violation of the Golden and Bald Eagle Nest Protection Regulations found at [http://nnhp.nndfw.org/docs\\_reps/gben.pdf](http://nnhp.nndfw.org/docs_reps/gben.pdf).
  - o **Ferruginous Hawks** – Refer to "Navajo Nation Department of Fish and Wildlife's Ferruginous Hawk Management Guidelines for Nest Protection" [http://nnhp.nndfw.org/docs\\_reps.htm](http://nnhp.nndfw.org/docs_reps.htm) for relevant information on avoiding impacts to Ferruginous Hawks within 1 mile of project location.
  - o **Mexican Spotted Owl** - Please refer to the Navajo Nation Mexican Spotted Owl Management Plan [http://nnhp.nndfw.org/docs\\_reps.htm](http://nnhp.nndfw.org/docs_reps.htm) for relevant information on proper project planning near/within spotted owl protected activity centers and habitat.
- C. **Surveys** – Biological surveys need to be conducted during the appropriate season to ensure they are complete and accurate please refer to NN Species Accounts [http://nnhp.nndfw.org/sp\\_account.htm](http://nnhp.nndfw.org/sp_account.htm). Surveyors on the Navajo Nation must be permitted by the Director, NNDFW. Contact Jeff Cole at (928) 871-7068 for permitting procedures. Questions pertaining to surveys should be directed to the NNDFW Zoologist (Chad Smith) for animals at 871-7070, and Botanist (Andrea Hazelton) for plants at (928)523-3221. Questions regarding biological evaluation should be directed to Jeff Cole at 871-7068.
- D. **Oil/Gas Lease Sales** – Any settling or evaporation pits that could hold contaminants should be lined and covered. Covering pits, with a net or other material, will deter waterfowl and other migratory bird use. Lining pits will protect ground water quality.
- E. **Power line Projects** – These projects need to ensure that they do not violate the regulations set forth in the Navajo Nation Raptor Electrocution Prevention Regulations found at [http://nnhp.nndfw.org/docs\\_reps/repr.pdf](http://nnhp.nndfw.org/docs_reps/repr.pdf).



- F. **Guy Wires** – Does the project design include guy wires for structural support? If so, and if bird species may occur in relatively high concentrations in the project area, then guy wires should be equipped with highly visual markers to reduce the potential mortality due to bird-guy wire collisions. Examples of visual markers include aviation balls and bird flight diverters. Birds can be expected to occur in relatively high concentrations along migration routes (e.g., rivers, ridges or other distinctive linear topographic features) or where important habitat for breeding, feeding, roosting, etc. occurs. The U.S. Fish and Wildlife Service recommends marking guy wires with at least one marker per 100 meters of wire.
- G. **San Juan River** – On 21 March 1994 (Federal Register, Vol. 59, No. 54), the U.S. Fish and Wildlife Service designated portions of the San Juan River (SJR) as critical habitat for *Ptychocheilus lucius* (Colorado pikeminnow) and *Xyrauchen texanus* (Razorback sucker). Colorado pikeminnow critical habitat includes the SJR and its 100-year floodplain from the State Route 371 Bridge in T29N, R13W, sec. 17 (New Mexico Meridian) to Neskahai Canyon in the San Juan arm of Lake Powell in T41S, R11E, sec. 26 (Salt Lake Meridian) up to the full pool elevation. Razorback sucker critical habitat includes the SJR and its 100-year floodplain from the Hogback Diversion in T29N, R16W, sec. 9 (New Mexico Meridian) to the full pool elevation at the mouth of Neskahai Canyon on the San Juan arm of Lake Powell in T41S, R11E, sec. 26 (Salt Lake Meridian). All actions carried out, funded or authorized by a federal agency which may alter the constituent elements of critical habitat must undergo section 7 consultation under the Endangered Species Act of 1973, as amended. Constituent elements are those physical and biological attributes essential to a species conservation and include, but are not limited to, water, physical habitat, and biological environment as required for each particular life stage of a species.
- H. **Little Colorado River** – On 21 March 1994 (Federal Register, Vol. 59, No. 54) the U.S. Fish and Wildlife Service designated Critical Habitat along portions of the Colorado and Little Colorado Rivers (LCR) for *Gila cypha* (humpback chub). Within or adjacent to the Navajo Nation this critical habitat includes the LCR and its 100-year floodplain from river mile 8 in T32N R6E, sec. 12 (Salt and Gila River Meridian) to its confluence with the Colorado River in T32N R5E sec. 1 (S&GRM) and the Colorado River and 100-year floodplain from Nautuloid Canyon (River Mile 34) T36N R5E sec. 35 (S&GRM) to its confluence with the LCR. All actions carried out, funded or authorized by a federal agency which may alter the constituent elements of Critical Habitat must undergo section 7 consultation under the Endangered Species Act of 1973, as amended. Constituent elements are those physical and biological attributes essential to a species conservation and include, but are not limited to, water, physical habitat, and biological environment as required for each particular life stage of a species.
- I. **Wetlands** – In Arizona and New Mexico, potential impacts to wetlands should also be evaluated. The U.S. Fish & Wildlife Service's National Wetlands Inventory (NWI) maps should be examined to determine whether areas classified as wetlands are located close enough to the project site(s) to be impacted. In cases where the maps are inconclusive (e.g., due to their small scale), field surveys must be completed. For field surveys, wetlands identification and delineation methodology contained in the "Corps of Engineers Wetlands Delineation Manual" (Technical Report Y-87-1) should be used. When wetlands are present, potential impacts must be addressed in an environmental assessment and the Army Corps of Engineers, Phoenix office, must be contacted. NWI maps are available for examination at the Navajo Natural Heritage Program (NNHP) office, or may be purchased through the U.S. Geological Survey (order forms are available through the NNHP). The NNHP has complete coverage of the Navajo Nation, excluding Utah, at 1:100,000 scale; and coverage at 1:24,000 scale in the southwestern portion of the Navajo Nation. In Utah, the U.S. Fish & Wildlife Service's National Wetlands Inventory maps are not yet available for the Utah portion of the Navajo Nation, therefore, field surveys should be completed to determine whether wetlands are located close enough to the project site(s) to be impacted. For field surveys, wetlands identification and delineation methodology contained in the "Corps of Engineers Wetlands Delineation Manual" (Technical Report Y-87-1) should be used. When wetlands are present, potential impacts must be addressed in an environmental assessment and the Army Corps of Engineers, Phoenix office, must be contacted. For more information contact the Navajo Environmental Protection Agency's Water Quality Program.



- J. **Life Length of Data Request** – The information in this report was identified by the NNHP and NNDFW's biologists and computerized database, and is based on data available at the time of this response. If project planning takes more than two (02) years from the date of this response, verification of the information provided herein is necessary. It should not be regarded as the final statement on the occurrence of any species, nor should it substitute for on-site surveys. Also, because the NNDFW information is continually updated, any given information response is only wholly appropriate for its respective request.
- K. **Ground Water Pumping** - Projects involving the ground water pumping for mining operations, agricultural projects or commercial wells (including municipal wells) will have to provide an analysis on the effects to surface water and address potential impacts on all aquatic and/or wetlands species listed below. NESL Species potentially impacted by ground water pumping: *Carex specuicola* (Navajo Sedge), *Cirsium rydbergii* (Rydberg's Thistle), *Primula specuicola* (Cave Primrose), *Platanthera zothecina* (Alcove Bog Orchid), *Puccinellia parishii* (Parish Alkali Grass), *Zigadenus vaginatus* (Alcove Death Camas), *Perityle specuicola* (Alcove Rock Daisy), *Symphyotrichum welshii* (Welsh's American-aster), *Coccyzus americanus* (Yellow-billed Cuckoo), *Empidonax traillii extimus* (Southwestern Willow Flycatcher), *Rana pipiens* (Northern Leopard Frog), *Gila cypha* (Humpback Chub), *Gila robusta* (Roundtail Chub), *Ptychocheilus lucius* (Colorado Pikeminnow), *Xyrauchen texanus* (Razorback Sucker), *Cinclus mexicanus* (American Dipper), *Speyeria nokomis* (Western Seep Fritillary), *Aechmophorus clarkia* (Clark's Grebe), *Ceryle alcyon* (Belted Kingfisher), *Dendroica petechia* (Yellow Warbler), *Porzana carolina* (Sora), *Catostomus discobolus* (Bluehead Sucker), *Cottus bairdi* (Mottled Sculpin), *Oxyloma kanabense* (Kanab Ambersnail)

## 7. Resources

National Environmental Policy Act

Navajo Endangered Species List:

<http://nnhp.nndfw.org/endangered.htm>

Species Accounts:

[http://nnhp.nndfw.org/sp\\_account.htm](http://nnhp.nndfw.org/sp_account.htm)

Biological Investigation Permit Application

[http://nnhp.nndfw.org/study\\_permit.htm](http://nnhp.nndfw.org/study_permit.htm)

Navajo Nation Sensitive Species List

[http://nnhp.nndfw.org/study\\_permit.htm](http://nnhp.nndfw.org/study_permit.htm)

Various Species Management and/or Document and Reports

[http://nnhp.nndfw.org/docs\\_reps.htm](http://nnhp.nndfw.org/docs_reps.htm)

Consultant List

(Coming Soon)

*Dexter D Prall*

Digitally signed by Dexter D Prall  
DN: cn=Dexter D Prall, o=Navajo Nation  
Department of Fish and Wildlife,  
ou=Navajo Natural Heritage Program,  
email=prall@nndfw.org, c=US  
Date: 2017.07.28 09:08:58 -07'00'

Dexter D Prall, GIS Supervisor - Natural Heritage Program  
Navajo Nation Department of Fish and Wildlife

## 6. Personnel Contacts

### Wildlife Manager

Sam Diswood

928.871.7062

[sdiswood@nndfw.org](mailto:sdiswood@nndfw.org)

### Zoologist

Chad Smith

928.871.7070

[csmith@nndfw.org](mailto:csmith@nndfw.org)

### Botanist

Nora Talkington

[ntalkington@nndfw.org](mailto:ntalkington@nndfw.org)

### Biological Reviewer

Pamela Kyselka

928.871.7065

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### GIS Supervisor

Dexter D Prall

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### Wildlife Tech

Sonja Detsoi

928.871.6472

[sdetsoi@nndfw.org](mailto:sdetsoi@nndfw.org)



# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT



July 19, 2017

Mr. Christopher Halter, Executive Director  
St. Bonaventure Indian Mission and School  
P.O. Box 610  
Thoreau, New Mexico 87323

Dear Mr. Halter,

Your Land Withdrawal Designation for 5.83 acres of community development has been **approved**. This letter is notification to you that you have five (5) years beginning July 19, 2017 to July 19, 2022 to complete your environmental portion. They are the *Biological Clearance Compliance Form (BRCF)* which can be obtained from Navajo Fish and Wildlife, and the *Cultural Compliance Form (CRCF)* which can be obtained from Navajo Heritage & Historic Preservation Department.

You are not authorized to proceed with construction, operation and maintenance of the 5.83 acres for the youth-oriented recreational, workforce and social development project until the environmental portion is complete.

Thank you for your application to the Navajo Land Department/General Land Development Department. If you have any questions please contact the Navajo Land Department at 928.871.6401, thank you.

Sincerely,

W. Mike Halona, Department Manager III  
Navajo Land Department  
DIVISION OF NATURAL RESOURCES

XC: General Land Development Department Files





# Navajo General Land Development Department

## Land Withdrawal Checklist for commercial and industrial

- ☒ Letter of Application or Cover Letter
- ☒ Proposal for the planned use of the land
- ☒ Legal Survey or GPS reading indicating the location in use
- ☒ Supporting Chapter Resolution (which the required language will need to be included)
- ☒ Letter from Grazing Officer identifying current valid grazing permittees
- ☐ Consents
- ☒ Biological Resource Compliance Form from Navajo Fish and Wildlife
- ☐ Cultural Resource Compliance Form from Navajo Heritage & Historic Preservation Department



*5 years - w/ Lease*


**EXECUTIVE OFFICIAL REVIEW**Title of Document: St. Bonaventure Indian Mission Sch Lease Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: elerina\_yazzie@frontier.com Phone Number: 928-871-6447☐ **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: \_\_\_\_\_ ☐ ☐

			Sufficient	Insufficient
<input type="checkbox"/>	<b>Land Withdrawal or Relinquishment for Commercial Purposes</b>			
1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases</b>			
1. NLD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. F&W	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. HPD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Minerals	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
5. NNEPA	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
6. DNR	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
⑦ DOJ		Date: 10/12/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>
⑧ OPVP	_____	Date: 12-30-17	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Rights of Way</b>			
1. NLD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. F&W	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. HPD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Minerals	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
5. NNEPA	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
6. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
7. OPVP	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease</b>			
1. Minerals	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. OPVP	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. NLD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Assignment of Mineral Lease</b>			
1. Minerals	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. DNR	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. DOJ	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>ROW (where there has been no delegation of authority to the Navajo Land Department to grant the Nation's consent to a ROW)</b>			
1. NLD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. F&W	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. HPD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Minerals	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
5. NNEPA	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
6. DNR	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
7. DOJ	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
8. OPVP	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>OTHER:</b>			
1.	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2.	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3.	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4.	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
5.	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>



# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



DOJ	
10/03/17	446p
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	00 8625
SAS #:	
UNIT:	Nru

☐ RESUBMITTAL

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

CLIENT TO COMPLETE			
DATE OF REQUEST:	10/3/2017	DIVISION:	Division Natural Resources
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	General Land Development Department
PHONE NUMBER:	871-6447 or 6401	E-MAIL:	michellehoskie@frontier.com
TITLE OF DOCUMENT: ST.BONAVENTURE INDIAN MISSION SCHOOL LEASE			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT:	10-4-17 8am	REVIEWING ATTORNEY/ADVOCATE:	Irvin Chee 10-13-17
DATE TIME OUT OF UNIT: 10-12-17 @ 9am B			
DOJ ATTORNEY / ADVOCATE COMMENTS			
<p>- Document is legally sufficient. St. Bonaventure Indian Mission School Lease is now attached. EA is not required</p>			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Trine Hase	10/11/17	VB Blackhat	10/12/17 8:25 am
Emailed:			
DOJ Secretary Called: Michelle & Stevie for Document Pick Up on 10-12-17 at 8:45 By: B			
PICKED UP BY: (Print)		DATE / TIME:	





NNDOJ/DRRF-July 2013

COMPLETED

↓ because the Navajo Nation is going to issue and approve the lease under NN General Leasing Authority but if the lease is issued & approved by BIA, then they most likely want an EA. attached. See Pittah's comment under Tier 2 Document. Thv - 10



## Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Per NNEPA Executive directive, I am voting sufficient. However, several mission/church related development projects continue to lack accompanying EAs. Where is the EA for this? Project proponents, lessees, etc., need to be aware of NN environmental laws.	1. No Reply	29-Aug-2017	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Please consult with our office should your project impact any waterways, ephemeral or perennial. A Clean Water Act Section 401 Permit maybe needed. You may contact our office at 928.871.7690. Thank you.	1. No Reply	14-Sep-2017	
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	no comments	No Reply	23-Aug-2017	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. #17sbimo1a3	1. No Reply	23-Aug-2017	
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	no comments	No Reply	24-Aug-2017	

Patrick Antonio EPA Quality - (Navajo Land Supervisor Title Data System - Windowrock AZ)

Navajo Nation Environmental Protection Agency

Approved

1. Future developments within the proposed lease area that disturb more than 1.0 acre of land surface will require coverage under the federal Construction General Permit for storm water discharges from construction sites.

1. No Reply

23-Aug-2017

*Patrick Antonio*

Robert Allan DNR Deputy Director (Navajo Land DNR Title Data System - Windowrock AZ)

DNR Administration

Approved

no comments

No Reply

27-Sep-2017

*Robert O. Allan*

Tamara Billie HPD NNHP Reviewer (Navajo Land Title Data System - Windowrock AZ)

Historic Preservation Department

Approved

1. NAFM-89-509

1. No Reply

28-Aug-2017

*Tamara Billie*

Yolanda Barney EPA Water System Supervision Program (Navajo Land Title Data System - Windowrock AZ)

Navajo Nation Environmental Protection Agency

Approved

1. More clarification on the land status is needed. It appears that this area was a former BIA School site. The Baca/Prewitt Chapter provided a resolution supporting St. Bonaventure. At #5, "A draft Economic Development Feasibility Study for Thoreau Community Complex was presented to the communities on November 28, 2017; and". I believe this is an error.

1. No Reply

08-Sep-2017

*Yolanda Barney*

that an EA needs to be included. If this lease is going to be issued by the Nation under its General Leasing Authority, then DNR understands that an EA is not required. If this lease is going to be approved by BIA then an EA is likely going to be required by BIA, but it is for BIA to confirm whether or not it will require an EA. Thank you.

Richard Begay NNHP Nation (Navajo Land Historic Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Department	Approved	no comments	No Reply	27-Sep-2017
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*Roll M Begay*

Ronnie Ben EPA (Navajo Land Historic Title Data System - Windowrock AZ)	UndergroundNavajo Nation Injection Control - Reviewer Environmental Protection Agency	Approved	1. Conditional Approval contingent on providing an EA. Also, approval contingent of compliance with all NNEPA and EPA environmental laws.	1. No Reply	27-Sep-2017
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*noi he*

Sam Diswood Technical (Navajo Land Review Title Data System - Windowrock AZ)	Fish and Wildlife	Approved	no comments	No Reply	27-Sep-2017
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*Samuel F. Diswood*

Steven Prince Technical MIN (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Minerals Management	Approved	1. If this is a commercial lease the consideration for 20 years is assessed to be \$83,952.	1. No Reply	27-Sep-2017
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*Steven L Prince*

W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Administration	Approved	no comments	No Reply	27-Sep-2017
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*W. Mike Halona*

## Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Biddah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	<p>1. This sufficient is contingent on DOJ developing the appropriate school lease. Please note that while this is a proposal for a school lease, there is no draft lease included in this packet. I highly recommend that GLDD work with DOJ so that in the future the lease is developed and uploaded into the NLTDS system for review by the reviewers. The reason is so that the reviewers understand what they are reviewing and can provide comment on the draft lease. For instance, Minerals provided a lease rate for a commercial lease, but not for a school lease. Minerals would have known to have provided a lease rate for a school rather than a commercial operation if a draft lease had been provided. Also, please note that NNEPA has indicated</p>	<p>1. No Reply</p>	28-Sep-2017	