

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0133-24_

SPONSOR: Otto Tso

TITLE: An Action Relating to Resources and Development; Approving the Tuba City Unified School District Lease for 144.05 Acres, More or Less, of Navajo Nation Trust Lands, Located Within the Tuba City Chapter Vicinity, Navajo Nation (Coconino County, Arizona)

Date posted: June 24, 2024 at 5:55PM

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Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

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LEGISLATIVE SUMMARY SHEET

Tracking No. 0133-24

DATE: June 23, 2024

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE TUBA CITY UNIFIED SCHOOL DISTRICT LEASE FOR 144.05 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS, LOCATED WITHIN THE TUBA CITY CHAPTER VICINITY, NAVAJO NATION (COCONINO COUNTY, ARIZONA)

PURPOSE: The purpose of the resolution is to approve a Lease for the Tuba City Unified School District for 144.05 acres, more or less, located within the Tuba City Chapter vicinity, Navajo Nation (Coconino County, Arizona).

Final Authority: Resources and Development Committee

Vote Required: Simple Majority

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

5-DAY BILL HOLD PERIOD At Mike TP
Website Posting Time/Date _____
Posting End Date: 06/29/24
Eligible for Action: 06/30/24

1 PROPOSED STANDING COMMITTEE RESOLUTION
2 25th NAVAJO NATION COUNCIL – Second Year, 2024

3 INTRODUCED BY

4 
5 _____
6 (Prime Sponsor)

7
8 TRACKING NO. 0133-24

9 AN ACTION

10 RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE TUBA
11 CITY UNIFIED SCHOOL DISTRICT LEASE FOR 144.05 ACRES, MORE OR
12 LESS, OF NAVAJO NATION TRUST LANDS, LOCATED WITHIN THE TUBA
13 CITY CHAPTER VICINITY, NAVAJO NATION (COCONINO COUNTY,
14 ARIZONA)

15
16 BE IT ENACTED:

17 **Section One. Authority**

- 18 A. The Resources and Development Committee is a standing committee of the Navajo
19 Nation Council. 2 N.N.C. § 500(A).
20 B. The Resources and Development Committee of the Navajo Nation Council has
21 authority to give final approval of all land withdrawals, non-mineral leases,
22 permits, licenses, rights-of-way, surface easements and bonding requirements on
23 Navajo Nation lands and unrestricted (fee) land. This authority shall include
24 subleases, modifications, assignments, leasehold encumbrances, transfers,
25 renewals, and terminations. 2 N.N.C. § 501 (B)(2).

26 **Section Two. Findings**

- 27 A. Tuba City Unified School District proposed Lease shall be used to “develop, use
28 and occupy the Leased Premises for the purpose of constructing, maintaining, and
29 operating a public school district and for other educational purposes” The
30 proposed Lease is attached hereto as **Exhibit A**.

- 1 B. The proposed Lease of Tuba City Regional Health Care Corporation 144.05 acres,
2 more or less, is described in **Exhibit B**.
- 3 C. Environmental, archaeological studies and clearances, and Consent Form to Use
4 Navajo Nation Lands have been completed and are attached hereto and
5 incorporated herein by this reference. The Biological Resources Compliance
6 Form is attached hereto as **Exhibit C**. The Cultural Resources Inventory
7 Determination Form is attached hereto as **Exhibit D**. A memorandum from the
8 District III Grazing Committee Chairperson states that “[t]here are no valid
9 grazing permittees in the designated area... .” The District II Grazing Committee
10 Chairperson’s memorandum is attached as **Exhibit E**.
- 11 D. The United States Department of Interior, Bureau of Indian Affairs Use Permit
12 No. UP/NOO-06-184 authorizing the Tuba City Unified School District No. 15
13 temporary use and occupancy of 144.05 acres of land within the Tuba City
14 Administrative Reserved, dated June 23, 2006, is attached as **Exhibit F**.
- 15 E. The To’nanee’s dizi Local Government supports the continued lease for Tuba City
16 Unified School District #15 of 144 acres. Resolution TND-04-01-2023 is
17 attached as **Exhibit G**.
- 18 F. The Executive Official Review Document No. 22314 is attached hereto as
19 **Exhibit H**.

20
21 **Section Three. Approval:**

- 22 A. The Resources and Development Committee of the Navajo Nation Council hereby
23 approves a Lease for the Tuba City Unified School District for 144.05 acres, more or
24 less, located within the Tuba City Chapter vicinity, Navajo Nation (Coconino County,
25 Arizona). The Navajo Nation hereby approves the Lease subject to, but not limited
26 to the Terms and Conditions in the Lease attached hereto as **Exhibit A**.
- 27 B. The location is more particularly described on the survey maps attached as
28 **Exhibit B**.
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C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement the intent and purpose of this resolution.



LEASE NO. _____

**THE NAVAJO NATION
and
TUBA CITY UNIFIED SCHOOL DISTRICT #15, a Political Subdivision of
the State of Arizona**

THIS LEASE is made and entered into this ____ day of _____, 2024, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the Tuba City Unified School District No. 15, hereinafter called the "Lessee," whose address is P.O. Box 67, Tuba City, Navajo Nation (Arizona) 86045, pursuant to the authority contained in 15 A.R.S. §§ 341 and 342; 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 To'Nanees'Dizi Local Government, Navajo Nation, more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 144.05 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 public school district and for other educational purposes, including but not limited to a sport facility, administrative offices and maintenance buildings, housing for teachers and others, parking, education facilities, health facilities, recreation/athletic facilities, administration and office facilities, improvements and other equipment, and any other such buildings or improvements as may be used or useful in connection with the operation of a public school district.

(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 fifty (50) years, beginning on the date this Lease is approved by the Nation. Lessee shall have an option to renew this Lease for an additional fifty (50) year term at any point during the last five (5) years of the initial by giving notice to the Nation of the Lessee's intent to exercise this option.

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.

To the extent not inconsistent with the rights and obligations as a public school district under federal law or the laws of the State of Arizona, Lessee shall not assign, convey or otherwise transfer this Lease, or any major portion of its 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).

By executing this lease, the Lessor expressly acknowledges Lessee's right to continue to sublease a portion of the Leased Premises to Smith Bagley, Inc., d/b/a Cellular One, for continued placement of a cell phone tower to house telecommunications and related equipment.

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 in a manner inconsistent with the operation of a public school district 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 Arizona 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 Arizona, 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, to the extent permitted by law.

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.

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

Provided that the parties hereby acknowledge and agree that Lessee is a political subdivision of the State of Arizona and therefore subject to state and federal laws and that nothing in this Agreement shall be construed as requiring Lessee or its employees, agents or sublessees to violate or act inconsistent with federal law or the laws of the State of Arizona, 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). This agreement to abide by Navajo laws shall not forfeit rights that Lessee and the Lessee's employees, agents, and sublessees and their employees and agents enjoy under the laws of the United States and the State of Arizona, nor shall it affect the rights and obligations of Lessee as an Arizona public school district under applicable laws of the State of Arizona.

30. GOVERNING LAW AND CHOICE OF FORUM.

To the extent expressly permitted by applicable federal law and the laws of the State of Arizona, 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.

33. CONSENT TO JURISDICTION.

To the extent expressly permitted by Arizona law, 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:

Tuba City Unified School District
Attn: Superintendent
P.O. Box 67
Tuba City, Navajo Nation (Arizona) 86045

(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.

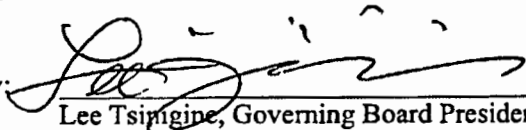
This Lease shall take effect on the date it is approved by the Navajo Nation. This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party until it is approved by the Navajo Nation.

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: _____
Buu Nygren, President

TUBA CITY UNIFIED SCHOOL DISTRICT, LESSEE

By:  _____
Lee Tsingine, Governing Board President

TUBA CITY UNIFIED SCHOOL DISTRICT #15
144.05 ± ACRES
LOCATED IN SECTION 20
T. 32 N., R. 11 E. G.&S.R.M.
TUBA CITY, COCONINO COUNTY, ARIZONA
TUBA CITY CHAPTER, DISTRICT 03, NAVAJO NATION

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED WITHIN SECTION 20, TOWNSHIP 32 NORTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, DISTRICT 03, NAVAJO NATION, IN TUBA CITY, COCONINO COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 20, MARKED BY B.L.M. BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SECTION 20 MARKED BY A B.L.M. BRASS CAP, LIES N 00°00'29" W, A DISTANCE OF 2642.06 FEET (BASIS OF BEARINGS, GPS DERIVED)

(N 00°01'00" W, 2642.64 FEET PER B.L.M. SURVEY PLAT 1283-C, DATED MARCH 6, 1991, R1); THENCE S 47°32'20" W, A DISTANCE OF 1164.92 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048"; SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE N 88°54'23" W, A DISTANCE OF 1971.19 FEET TO A 5/8" REBAR WITH A PK NAIL WITH WASHER STAMPED "GPS RLS 42048";

THENCE N 88°54'23" W, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048";

THENCE N 01°04'49" E, A DISTANCE OF 236.29 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42048";

THENCE N 89°00'47" W, A DISTANCE OF 456.92 FEET TO A 5/8" REBAR WITH 1" ALUMINUM CAP WITH NO IDENTIFICATION;

THENCE N 00°58'17" E, A DISTANCE OF 72.55 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP WITH NO IDENTIFICATION;

THENCE N 88°59'39" W, A DISTANCE OF 344.48 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP WITH NO IDENTIFICATION;

THENCE N 00°57'57" E, A DISTANCE OF 866.92 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "RLS 16544";

THENCE S 88°02'28" E, A DISTANCE OF 98.28 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048";

THENCE N 01°00'23" E, A DISTANCE OF 1500.00 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048";

THENCE S 89°08'57" E, A DISTANCE OF 1600.00 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048";

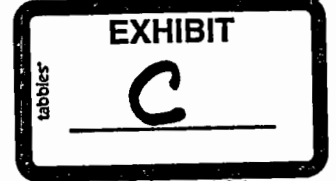
THENCE S 00°47'53" E, A DISTANCE OF 1100.00 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048";

THENCE S 89°02'37" E, A DISTANCE OF 1352.50 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048";

THENCE S 00°57'23" W, A DISTANCE OF 615.65 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "GPS RLS 42048";
THENCE S 15°39'41" W, A DISTANCE OF 1000.00 FEET TO A TO THE POINT OF BEGINNING.

SAID PARCEL BEING 144.05 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UTILITIES LOCATED THEREIN.

EXHIBIT "A"



NNDFW Review No. 24tcus101

**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.: TCUSD - Land Use Permit No. Up/N00-06-184

DESCRIPTION: TCUSD #15 is renewing land permit for 144.05 acres within the Tuba City, AZ community.

LOCATION: Section 20, T32N, R11E; Tuba City Chapter, Coconino County, AZ

REPRESENTATIVE: Sharlene Navaho, School Superintendent

ACTION AGENCY: Tuba City Unified School District (TCUSD) #15

B.R. REPORT TITLE / DATE / PREPARER: Request for Categorical Exclusion / 23 FEB 2024 / S. Navajo

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: RCP Area 4, Community Development and Area 3, Low Wildlife Sensitivity

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES POTENTIALLY IMPACTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Verna Tsosie/23 FEB 2024

COPIES TO: (add categories as necessary)

2 NTC § 164 Recommendation:

Approval:

Conditional Approval (with memo):

Pending (with memo):

Disapproval (with memo):

Categorical Exclusion (with request letter):

TCUSD - Land Use Permit No. Up/N00-06-184

None (with memo):

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

Signature:

David Mihusi

Date

2/27/24

***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

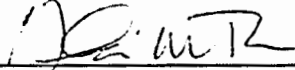


The Navajo Nation
Yideeskáądi Nitsáhákees

DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

MEMORANDUM

TO : David Mikesic, Zoologist
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

FROM : 
Gloria M. Tom, Department Manager III
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

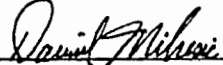
DATE : February 26, 2024

SUBJECT : **DELEGATION OF AUTHORITY**

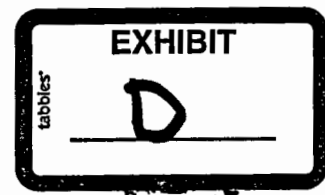
I will be on travel beginning Tuesday, February 27, 2024 through Sunday, March 03, 2024. I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00 a.m. on Tuesday, February 27, 2024. This delegation shall end at 5:00 p.m. on Sunday, March 03, 2024.

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

 2/27/2024
David Mikesic, Zoologist
Department of Fish and Wildlife

cc: DFWL File



THE NAVAJO NATION
 Heritage & Historic Preservation Department
 P.O. Box 4950 • Window Rock, Arizona 86515
 (928) 871-7198 (tel) • (928) 871-7886 (fax)

CULTURAL RESOURCES INVENTORY DETERMINATION FORM

CRID NO.: NTM-83-145.1

Date: 2/8/2024

SPONSOR : Sharlene Navaho, Superintendent, Tuba City Unified School District No. 15, PO Box 67, Tuba City , AZ, 86045
UNDERTAKING: Land Withdrawal Renewal BIA IA No.: Tuba City School Unified School District No. 15 Tract
PROJECT TITLE: Cultural Resources Encountered During a Survey of the Arizona Public School Compound, in Tuba City, Coconino County, Arizona

HERITAGE & 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 HHPD-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 HHPD REPORT LISTED ABOVE. THE PREVIOUS ARCHAEOLOGICAL INVENTORY FINDS THAT PROPOSED PROJECT WILL HAVE A "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). (CRID only covers school tract)

ATTACHMENT A: (Title) NTM-83-145

ATTACHMENT B: (Location) Tuba City Unified School District No. 15 Tract. Map is 7.5' Quadrangle, "Tuba City, Arizona 1969". Sharlene Navaho, Superintendent, Tuba City Unified School District No. 15 is requesting for an **Land Withdrawal Renewal @** this said location. T32N, R11E, Section 20, G&SRPM
 Center UTM N: 399490 Center UTM E: 478217 NAD83 Zone 12

ATTACHMENT C: (Tract Description) Tuba City School Unified School District No. 15 Tract

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: Sites: AZ-K-55-39, AZ-K-55-40, AZ-K-55-41, and AZ-K-55-46 appear to have been compromised by unapproved development. Therefore, the above listed sites are no longer considered historic properties in need of protection. Any future planned developments will have no effect on these listed sites.

NOTIFICATION TO PROCEED IS RECOMMENDED: YES

CONDITIONS: YES :SITES: AZ-K-55-37, AZ-K-55-42, AZ-K-55-43, AZ-K-55-44 ARE LOCATED WITHIN THE NORTHERN PORTION OF THE LEASE AREA AND SHALL BE AVOIDED. IF FUTURE PLANNED CONSTRUCTION ACTIVITIES ARE PROPOSED WITHIN THAT PORTION OF THE LEASE AREA, AN ARCHAEOLOGICAL TESTING PLAN SHALL BE DEVELOPED BY A QUALIFIED ARCHAEOLOGIST AND SUBMITTED FOR REVIEW TO THE NAVAJO NATION HERITAGE AND HISTORIC PRESERVATION DEPARTMENT. THE APPROVED TESTING PLAN SHALL BE IMPLEMENTED TO DETERMINE ARCHAEOLOGICAL SIGNIFICANCE AND TO ASSESS ANY PROJECT EFFECTS TO THE ABOVE LISTED SITES. THE RESULTS OF THE TESTING PLAN WILL THEN DETERMINE IF ANY ARCHAEOLOGICAL SITE MITIGATION(S) WILL TAKE PLACE.

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 Heritage and Historic Preservation Department must be notified at (928) 871-7198.



THE NAVAJO NATION

Heritage & Historic Preservation Department
P.O. Box 4950 • Window Rock, Arizona 86515
(928) 871-7198 (tel) • (928) 871-7886 (fax)



Reviewed/Prepared by: Olsen John

for Richard M. Begay
Richard M. Begay, Department Manager/THPO
Navajo Nation Heritage and Historic Preservation Department

2/9/2024
Date

Navajo Region Approval: <<Navajo Region Approval>>

for Deborah Shirley
Deborah Shirley, Acting Regional Director
BIA- Navajo Regional Office

2/15/2024
Date

[Handwritten signature]
2/15/2024

Cultural Resources Encountered During a Survey of
the Arizona Public School Compound, in
Tuba City, Coconino County, Arizona
NNCRMP 83-013

Prepared by
Dennis Gilpin, Field Director
and
Joseph K. Anderson, Field Director

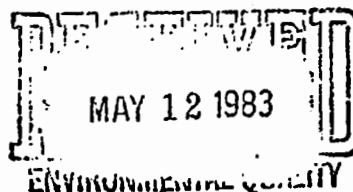
Submitted by
Anthony L. Klesert, Ph.D.; Manager
Cultural Services Branch
Cultural Resource Management Program
Navajo Nation
P.O. Box 689
Window Rock, Arizona 86515

Federal Permit No. 79-NM-105 (5-22-84)
Tribal Permit No. 56 (5-22-84)

To
Dr. H. Barry Holt
Environmental Quality Control-Navajo Area Office
Bureau of Indian Affairs
P.O. Box M
Window Rock, Arizona 86515

Prepared for
Dr. Duff
Tuba City Unified School District #5
P.O. Box 67 (Main Street)
Tuba City, Arizona 86045

May 6, 1983



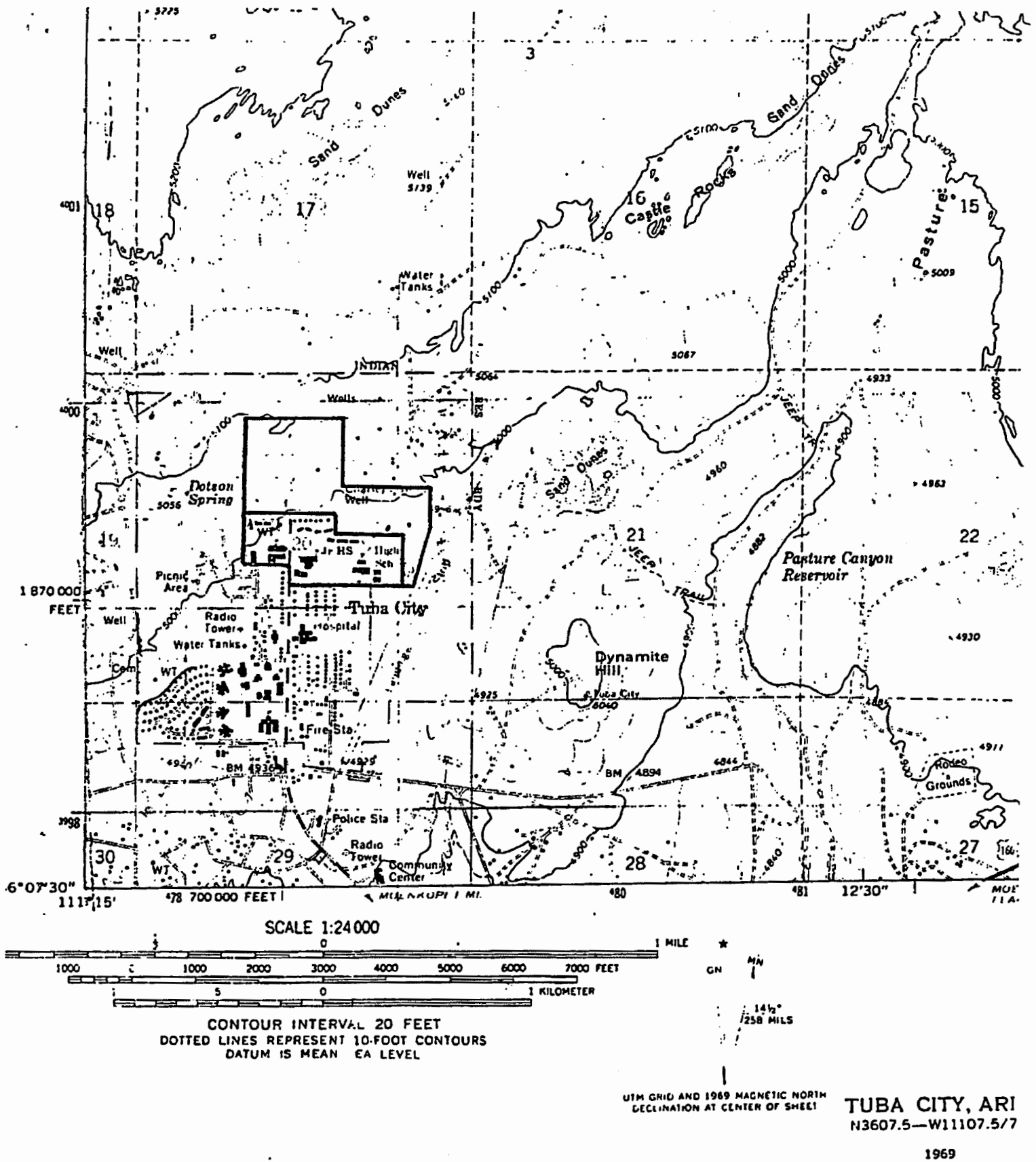


Figure 1. Location of Project Area.

WESTERN NAVAJO AGENCY

EXHIBIT

tabbles®

E




District III Grazing Committee Members

Daniel Williams Chairperson
Leonard Sloan Vice-Chairperson

Demayne Cody Secretary
Harry J. Goldtooth member

MEMORANDUM

To: General Land Development Department

From: 
Daniel Williams, District III Grazing Chairperson
Tuba City, Arizona

Date: March 30, 2022

Subject: Land Withdrawal Designation for Tuba City Unified School District No. 15

As a grazing official for Tuba City, I have reviewed the designated area 144.05 acres of 1903 Secretarial Order Lands located within Tuba City administrative area. The lease is expiring and need renewal for the school to continued operation of Tuba City Elementary/Middle Schools.

There are no valid grazing permittees in the designated area and livestock allow in the area.

Our students, faculty and administrative need to continue their operation without any disruption. I support the land withdrawal on behalf of Tuba City Unified School District No. 15.

Any question please call me at 928-614-8593.



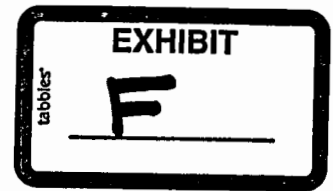
United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Navajo Region

P.O. Box 1060

Gallup, New Mexico 87305-1060



IN REPLY REFER TO:

K250/Division of Property

JUN 23 2006

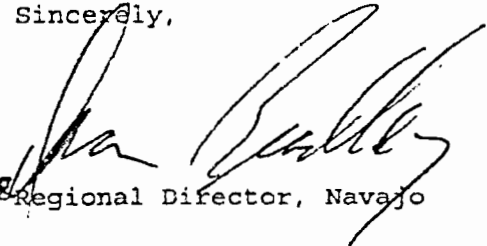
Dr. Hector Tahu
Superintendent
Tuba City Unified School District No. 15
P.O. Box 67
Tuba City, Arizona 86045

Dear Dr. Tahu:

Enclosed is approved Use Permit No. JP/N00-06-184 authorizing the Tuba City Unified School District No. 15 (TCUSD) temporary use and occupancy of 144.05 acres (+/-) of land within the Tuba City Administrative Reserve. The permit allows the TCUSD continued operation of the Tuba City Elementary/Middle Schools which are situated on the permitted lands in Tuba City, Arizona.

If you have any further questions regarding this permit, contact Fern Becenti, Regional Realty Specialist, at (505) 863-8223.

Sincerely,


Acting Regional Director, Navajo

Enclosures



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Navajo Regional Office

P.O. Box 1060

Gallup, New Mexico 87305-1060

IN REPLY REFER TO:

K250/Property

Contract No. UP/N00-06-184

PERMIT FOR USE OF BUREAU OF INDIAN AFFAIRS BUILDINGS, IMPROVEMENTS, AND GROUNDS

AUTHORITY: Use of Bureau Facilities - 25 U.S.C. § 17 and
25 C.F.R. Part 162

PURPOSE: Temporary use and occupancy of land within the
Tuba City Administrative/School Withdrawal for
continued operation of the Tuba City
Elementary/Middle Schools.

PERMITTER: Bureau of Indian Affairs, Navajo Region,
P.O. Box 1060, Gallup, New Mexico 87305

PERMITTEE: Tuba City Unified School District #15, P.O. Box 67,
Tuba City, Arizona 86045

DESIGNATED AREA: 144.05 acres (±) of 1903 Secretarial Order Lands
Exhibit "A" located in Tuba City, Arizona.

Term: 25 years from August 18, 1997

The United States, acting through its duly authorized Regional Director, in charge of the Navajo Region, Bureau of Indian Affairs, hereinafter called the **PERMITTER**, hereby grants permission to the Tuba City Unified School District #15, hereinafter called the **PERMITTEE**, for the use and occupancy of a parcel of land identified in Exhibit "A" and located within the Tuba City Administrative/School Withdrawal in Tuba City, Arizona, subject to any existing rights and easements in or over said lands.

SPECIAL CONDITIONS

1. The right to occupy and use said property shall be for a period of 25 years, with the option to extend for an additional period if such extension is agreed to by both parties. The PERMITTEE understands and agrees that its use and occupancy of the designated area shall at all times conform to the requirements of this permit and that this permit shall expire or terminate in accordance with provisions of this permit. Unless terminated earlier, this permit expires automatically without any required notice at the end of its 25 year term unless the PERMITTEE provides, not less than 30 days prior to expiration, advance notice to the PERMITTER that it wishes to extend the permit for another term, and both parties agree to renew the permit by amending its term and any other provisions about which the parties reach agreement. If the permit is renewed, it shall not include an option to renew and shall expire automatically without any required notice at the end of the renewal term agreed to by the parties. Prior to the expiration of the renewal term, the parties are free to enter into negotiations for a new permit.

2. The PERMITTER authorizes the PERMITTEE, during the term of this permit, to operate and maintain the Elementary/Middle School educational facilities on the herein described permitted land. The PERMITTEE agrees to use the property covered by this permit exclusively for said purposes, and in the event any other use is made of the premises by the PERMITTEE, this permit shall be rendered void at the option of the PERMITTER. The PERMITTEE understands and agrees that use of the designated area shall not interfere with the purpose for which it is administered by the Bureau of Indian Affairs.

3. The PERMITTEE understands and agrees that this instrument is not a lease, does not create a landlord/tenant relationship, and is not to be taken or construed as granting any leasehold interest or right in or to possession of the land herein described, but is merely a temporary permit, terminable and revocable at the discretion of the PERMITTER upon thirty (30) days written notice to the PERMITTEE. As such, PERMITTEE cannot alter the land in the designated area except as authorized by this permit.

4. The PERMITTEE understands and agrees that use of the real property shall not delay or interfere with the planned transfer of same to the Navajo Nation.

5. The PERMITTEE understands and agrees this permit shall cease and terminate upon official transfer or as provided in Paragraphs 1 or 23, which ever occurs first.

6. The PERMITTEE understands and agrees that this permit is subject to all other easements of record. Any future utility easements or road or highway easements within the permitted area shall be approved by the PERMITTER in accordance with Arizona State law and/or the

regulations of the PERMITTER in effect at the time of the approval. This permit shall be subject to such actions of PERMITTER unless the granting of such easements shall make the use of the permitted property for its intended purpose unreasonable.

7. The PERMITTEE agrees to arrange with the local utility company for installation and direct billing of required utilities (electricity, natural gas, water, sewer) to the permitted premises. The PERMITTEE shall assume any and all obligations for payment of utilities delivered to the premises during the term of this permit, and the PERMITTEE is to hold the PERMITTER free from any liabilities and/or obligations for utility services.

8. The PERMITTEE agrees to report any loss or damage to the designated property immediately upon discovery to the Education Line Officer, Western Navajo Agency. The PERMITTEE shall have no authority to do directly or to authorize any person or entity to extract any minerals, sand, gravel, or dirt from the premises. Earth-moving operations require prior written approval from the PERMITTER.

9. A. PERMITTEE agrees to indemnify the PERMITTER for any claims, damages, or other liabilities for loss of life, personal injury, and property damage for and to the extent same is caused by or arises out of PERMITTEE's use and occupancy of the designated premises during the term of this permit and any renewal period, including use and occupancy of all or part of the premises by PERMITTEE's employees, students, agents, contractors and their employees, or subcontractors and their employees. This provision shall survive the termination, expiration, or rescission of this permit, unless otherwise agreed to by the parties in writing at such time.

B. This permit is granted without any warranties, including no warranty that the land or improvements in the designated area are fit for any particular purpose or specific use. PERMITTER is not aware of any dangerous conditions on the designated premises other than those which are obvious to a person inspecting the property or those which have been specifically disclosed to PERMITTEE in writing. PERMITTEE agrees that PERMITTER shall not be responsible for any latent defects on the property. By agreeing to this permit, PERMITTEE agrees that it has had sufficient opportunity to examine and inspect the condition of the premises.

10. The PERMITTEE shall ensure that no lien(s) are levied upon the permitted property for obligations or liabilities incurred by the PERMITTEE. The PERMITTEE shall not use this permit as collateral in any financial transaction.

11. The PERMITTEE will not undertake any improvements and/or construction without the explicit written approval of the Navajo Regional Director and the Office of Facilities Management and Construction.

12. It is further agreed by and between the parties hereto that the PERMITTEE may construct or place adequate building of a portable nature, and other required improvements on the property as may be approved by the PERMITTER. PERMITTEE must obtain prior written approval from the PERMITTER of the location, plan, and specification for all improvements the PERMITTEE intends to construct and install. Also, the PERMITTEE will comply with the required National Environmental Policy Act of 1979 as prescribed in 30 BIAM prior to any construction or ground disturbing activities.

Provided further, that said PERMITTEE may not attach such improvements that may be constructed hereafter by the PERMITTEE in such a way that the removal thereof would in any way damage the improvements which must be left on the land.

The PERMITTEE further agrees to remove from the land such improvements and facilities constructed or installed thereon within 90 days after termination of this permit or of occupancy; provided further, that upon failure of the PERMITTEE to remove the improvements within the period herein fixed, such improvements will become the property of the PERMITTER.

13. Authorized improvements to or construction activities on the designated area shall be made at the PERMITTEE'S expense, and shall be maintained in a neat manner reflecting good workmanship and in accordance with applicable codes and local requirements. It is clearly understood by the PERMITTEE that notification of the existence of undesirable conditions in and outside construction area will require immediate corrective action.

PERMITTEE is responsible for all of the improvements placed, renovated or constructed on the property during the term of this permit. PERMITTER shall have no responsibility for construction, repair, maintenance, renovation, use or occupancy of improvements placed on the property, including no responsibility for any costs or expenses related to the Elementary/Middle School operations on the property before, during, or after the term of this permit, except to the extent the PERMITTER may obligate itself for such through separate legal agreements or instruments executed by PERMITTER and PERMITTEE.

14. At all times during the term of this permit, the PERMITTEE shall carry property and liability insurance for loss, liability, or damage to the premises and all improvements, or to persons, with extended coverage endorsements to include fire and vandalism, jointly in the names of the PERMITTEE and PERMITTER, covering the full insurable value of all improvements on the permitted property. The PERMITTEE shall pay all premiums and other charges for such insurance. In the event of damage to any improvements on the permitted property, the PERMITTEE or the PERMITTER to the extent required by law shall reconstruct the improvements in accordance with a plan approved by the PERMITTER. Insurance proceeds will be deposited in accordance with an

approved plan and shall be used as agreed therein. Evidence of insurance coverage must be furnished to the PERMITTER on an annual basis and sent to PERMITTER on December 30th of each year, Attention: Division of Property.

15. The PERMITTEE further agrees that the permitted premises will not be used or any part thereof for any unlawful conduct or purpose whatsoever, including manufacture, sale, gift, transportation, drinking, or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the PERMITTEE or with his knowledge shall render this permit voidable at the option of the PERMITTER.

16. The PERMITTEE agrees not to permit or sub-permit any of the properties covered by this permit. The properties permitted herein shall only be used for the purpose stated in this permit and that any contemplated change as to use is strictly prohibited. This permit may not be transferred or reassigned. Any attempt to assign in violation of this provision shall constitute valid grounds for the PERMITTER to terminate this permit.

17. The PERMITTEE agrees to abide by applicable Federal, State, Tribal laws and/or local ordinances while in occupancy of the permitted premises. Any violations shall be cause for immediate termination of this permit at the option of the PERMITTER.

18. The PERMITTEE understands and agrees that all notices to be given shall be in writing and shall be sent by United States Postal Service Certified Mail, Return Receipt Requested, addressed to the designated representatives of the parties.

19. The PERMITTEE agrees to provide all labor, equipment, supplies, and materials necessary for janitorial services and disposal of trash normal to the operation of the school. The disposal of trash includes the collection, removal of all refuse and debris from the permitted premises and to transport same to an approved sanitary landfill as necessary to maintain the permitted premises in a neat and clean condition at all times. Burying trash or garbage on the properties is strictly prohibited. Burning of any type on the permitted premises is prohibited. The PERMITTEE further agrees to bear all costs for janitorial and refuse disposal services.

20. Livestock are not permitted on the designated area for any purpose.

21. Nothing in this permit shall in any way or to any extent limit the right of the United States to rely upon sovereign immunity or any State or Federal statute limiting liability or damages from injuries sustained in connection with the use and occupancy of the designated area under this permit.

22. To the extent permitted by law and subject to the Federal Tort Claims Act, the PERMITTER agrees to indemnify and hold harmless the PERMITTEE for any damages or claims if this permit is voided or declared illegal because of any defect in the United States' title to the designated area or because of any existing environmental hazard or significant environmental liability arising out of the use of the designated area prior to the execution of this permit, subject to the availability of appropriations.

23. A. Violation of any provision of this permit by PERMITTEE, or violation by any PERMITTEE's employees, students, agents, contractors and their employees, or sub contractors and their employees, with PERMITTEE's knowledge or acquiescence, shall be grounds for termination of this permit. When PERMITTER determines that a provision of this permit has been violated, PERMITTER shall send written notice of this violation to the PERMITTEE by United States certified mail, return receipt or any other means that provides evidence of receipt. Within ten (10) business days of the receipt of the notice of violation, the PERMITTEE must (a) cure the violation and notify the PERMITTER in writing that the violation has been cured; (b) dispute the determination that a violation has occurred and/or explain why the permit should not be terminated; or (c) request additional time to cure the violation with an explanation of why the additional time is necessary.

B. If a violation is not cured within the 10 days, PERMITTER must determine whether (a) to terminate the permit; (b) to invoke any other available legal remedy; (c) to grant additional time for the PERMITTEE to cure the violation; or (d) to conduct additional inquiries to determine the validity of the PERMITTEE's objections to the finding that the permit has been violated.

C. If additional time is granted to cure a violation, the PERMITTEE must proceed diligently to complete the necessary corrective actions within a reasonable period from the date on which the PERMITTER grants the additional time or within the specified time period set forth in the PERMITTER's written decision to grant additional time.

D. If PERMITTER decides to terminate the permit, written notice of such decision shall be sent to the PERMITTEE within five (5) business days of the decision. The notice of termination shall: (a) explain the grounds for termination; (b) notify the PERMITTEE of the right to appeal under 25 C.F.R. Part 2, except the 25 C.F.R. § 2.5 shall not apply to any such appeal; (c) order the PERMITTEE to vacate the designated area within 30 days of the date of the termination notice if any appeal is not filed by that time; and (d) grant the PERMITTEE permission to re-enter the designated area during the 60 days immediately following vacating the premises in order to remove all improvements as authorized pursuant to section 12 of this permit.

24. By mutual agreement, the parties may agree to rescind this permit at any time. In case this permit is rescinded by mutual agreement, Section 12 of this permit shall remain in full force and effect unless the parties negotiate and agree to a revised Section 12 as part of the rescission agreement.

25. The PERMITTEE further agrees and understands that the property as described by this permit, is subject to rules and regulations of the Bureau of Indian Affairs, Indian Health Services, State, and local governing body as they pertain to safety and sanitation codes and/or requirements.

26. The PERMITTEE will comply with all Federal, State, and local building codes with respect to improvements or construction placed upon the land as may be authorized under this permit. The PERMITTER reserves the right to inspect and supervise all phases of planning and construction to insure compliance of building codes.

27. The PERMITTEE shall have all rights of ingress and egress to and from the premises. PERMITTER may enter the designated area at any reasonable time, without prior notice, to protect the interests of the United States and/or the Bureau of Indian Affairs and ensure that the PERMITTEE is in compliance with the operating requirements of this permit. During the term of this permit, PERMITTER shall not interrupt classroom activities or otherwise unreasonably interfere with PERMITTEE's use of the designated area for school purposes so long as PERMITTEE is in compliance with this permit.

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

GENERAL CONDITIONS APPLICABLE TO PERMITS

29. Applicability:

The following rules and regulations apply to all property under the charge and control of the Bureau of Indian Affairs and to all persons entering in and on such property. Each occupant agency shall be responsible for the observance of these rules and regulations.

30. Indemnification:

The PERMITTEE shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the PERMITTEE of the privilege granted by this permit, or any other act or omission of PERMITTEE.

31. Inspection:

Packages, briefcases, and other containers brought into, while on, or being removed from the property are subject to inspection. A full search of a person may accompany an arrest.

32. Preservation of Property:

The improper disposal of rubbish on property; the willful destruction of or damage of property; the theft of property; the creation of any hazard on the property to persons or things; the throwing of articles of any kind from or at a building is prohibited.

33. Conformity with Signs and Directions:

Persons in and on the property shall at all times comply with official signs of a prohibitory, regulatory, or directory nature.

34. Disturbances:

Any unwarranted loitering, disorderly conduct, or other conduct on the property which otherwise impedes or disrupts the performance of official duties of Government employees; or which prevents the general public from obtaining the administrative services provided on the property in a timely manner, is prohibited.

35. Gambling:

Participating in games for money or other personal property or the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers tickets, in or on the property is prohibited. This prohibition shall not apply to the vending or exchange of chances by licensed blind operators or vending facilities for any lottery set forth in a State Law and conducted by an agency of a State, as authorized by Section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 et. seq.).

36. Alcoholic Beverages and Narcotics:

Operation of a motor vehicle while on the property by a person under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. Entering upon the property, or while on the property, under the influence of or using or possessing alcoholic beverages, any narcotic drug, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. This prohibition shall not apply in cases where the drug is being used as prescribed for a patient by a licensed physician.

37. Soliciting, Vending, and Debt Collection:

Soliciting alms, commercial or political soliciting, and vending of all kinds (except for food and drinks) displaying or distribution of commercial advertising, or collecting private debts on B.I.A. controlled property is prohibited. This rule does not apply to (a) national or local drives for funds for welfare, health, or other purposes as authorized by the "Manual on Fund Raising Within the Federal Service," issued by the U.S. Office of Personnel Management under Executive Order 10927 of March 18, 1961, and sponsored or approved by the occupant agencies; (b) concessions or personal notices posted by employees on authorized bulletin boards; (c) solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Public Law 95-454). Public areas of B.I.A. controlled property may be used for other activities permitted.

38. Vehicular and Pedestrian Traffic:

Drivers of all vehicles entering or while on the property shall drive in a careful and safe manner at all times, and shall comply with the signals and directions of authorized individuals and all posted traffic signs. The blocking of entrances, driveways, walks, loading platforms, or fire hydrants on the property is prohibited.

39. Weapons and Explosives:

No person entering or while on the property shall carry or possess firearms, other dangerous or deadly weapons, explosives, or items intending to be used to fabricate an explosive or incendiary device either openly or concealed, except for official purposes.

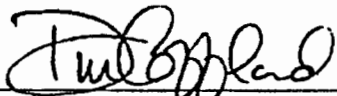
40. Nondiscrimination:


There shall be no discrimination by segregation or otherwise against any person(s) because of race, creed, sex, color, or national origin in furnishing or be refused to furnish to such person(s) the use of any facility of a public nature, including all services, privilege, accommodations, and activities provided thereby on the property.

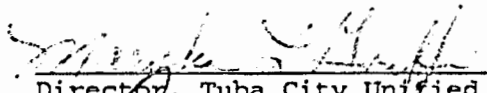
41. Penalties and other laws:

Nothing in these rules and regulations shall be construed to abrogate any other Federal laws or regulations. Non-compliance with the terms of this permit may subject the parties to legal action as well as attorney's fees and costs, and costs for removal of improvements should PERMITTEE fail to properly remove their improvements.

42. In witness whereof, the parties hereto have caused this agreement to be executed on the 23rd day of June, 2006.

RECOMMEND APPROVAL:  06-01-06
Education Line Officer Date
Western Navajo Agency

 6-22-06
Regional Property Officer Date
Division of Property
Navajo Region

PERMITTEE:  6/15/06
Director, Tuba City Unified Date
School District #15

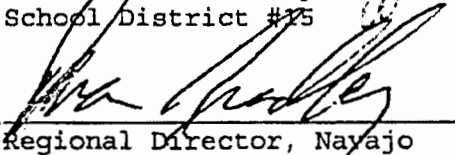
APPROVED:  6-23-06
Acting Regional Director, Navajo Date

Exhibit "A"

LEGAL DESCRIPTION - Elementary/Mid Schools

A PORTION OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 11 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, SAID LAND IS MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 20;
THENCE NORTH 24°58'45" WEST, 2044.78 FEET TO A FOUND 2" DIAMETER PIPE
WITH CAP MARKED PC 7 PER SURVEY DATED 1/18/73 BY ARIZONA ENGINEERING
COMPANY, SAID POINT ALSO BEING THE POINT OF BEGINNING;
THENCE NORTH 88°56'46" WEST, 1971.19 FEET;
THENCE NORTH 88°56'46" WEST, 60.00 FEET;
THENCE NORTH 00°56'02" EAST, 236.87 FEET;
THENCE NORTH 89°04'24" WEST, 455.00 FEET;
THENCE NORTH 00°55'36" EAST, 72.50 FEET;
THENCE NORTH 89°04'24" WEST, 344.52 FEET;
THENCE NORTH 00°53'47" EAST, 867.03 FEET;
THENCE SOUTH 89°04'24" EAST, 100.00 FEET;
THENCE NORTH 00°52'08" EAST, 1500.98 FEET;
THENCE SOUTH 89°07'22" EAST, 1600.05 FEET;
THENCE SOUTH 00°52'38" WEST, 1100.09 FEET;
THENCE SOUTH 89°07'22" EAST, 1399.72 FEET;
THENCE SOUTH 00°51'44" WEST, 621.07 FEET;
THENCE SOUTH 16°30'59" WEST, 1000.12 FEET TO THE POINT OF BEGINNING

CONTAINING 144.05 ACRES MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE BETWEEN THE
SOUTHWEST CORNER OF THE ABOVE MENTIONED SECTION 20 AND THE FOUND 2"
DIAMETER PIPE PER ARIZONA ENGINEERING COMPANY SURVEY.

I.E. NORTH 24°58'45" WEST.

SUBJECT TO EXISTING EASEMENTS AND ENCUMBRANCES.



TO'NANEES'DIZI LOCAL GOVERNMENT
"An Enterprise of the Navajo Nation"

P.O. Box 727, Tuba City, Arizona 86045
Telephone: 928-283-3284 Fax: 928-283-3288
http://www.tubacity.ndes.org
Email: tonaneesdizi@navajochapters.org



Gerald Keetso, President
a Begay, Vice-President
ter, Secretary/Treasurer
Arizona, Council Member
Angelita Williams, Council Member
Durann Begay, Executive Manager
Daniel Williams, Grazing Official
Otto Tso, Council Delegate

Aniidi Legislation #TND-04-01-2023

ANIIDI LEGISLATION OF TONANEESDIZI LOCAL GOVERNMENT

SUPPORTING THE CONTINUED LEASE FOR TUBA CITY UNIFIED SCHOOL DISTRICT #15 OF APPROXIMATELY 144 ACRES.

WHEREAS:

1. The To'Nanees'Dizi Council of Naat'aanii pursuant to Resolution No. TCDC# TCDC-18-04, is a certified and recognized Chapter by the Navajo Nation Council, vested with the authority and responsibility to provide and address local planning within its community, and
2. Pursuant to 26 N.N.C., Section 1 (B) is vested with the authority to review all matters affecting the community and to make appropriate correction when necessary and make recommendation to the Navajo Nation and other local agencies for appropriate actions, and
3. To'Nanees'Dizi Local Government is a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and
4. The Chapter acknowledges that the Tuba City Elementary School, Tuba City Jr. High School and Nizhoni Accelerated Academy, along with various administrative offices and other infrastructure, operate on a parcel of land approximately 144 acres in size of 1903 Secretarial Order Lands withdrawn by the United States Department of Interior known as the Tuba City Administrative/School Withdrawal located in Tuba City, (Navajo Nation) Arizona (hereinafter the "School Property"); and
5. The Chapter acknowledges that the United States Department of Interior has recently relinquished to the Navajo Nation the School Property previously leased to the Tuba City Unified School District #15 under Use Permit No. N00-06-184; and
6. The Chapter acknowledges that the Tuba City Unified School District #15 employs approximately 250 individuals, the vast majority of whom are Navajo, and is a major contributor to the fiscal and economic health of the Tuba City community; and
7. The Chapter acknowledges that the Tuba City Unified School District #15 provides a high-quality education and numerous other programs and services to enhance the educational, social, and physical well-being of approximately 1,500 Pre-K through Grade 12 students from Tuba City and the surrounding communities.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The To'Nanees'Dizi Local Government hereby supports the Navajo Nation's issuance of a lease of twenty-five (25) years with an option to renew for an additional twenty-five (25) years for Tuba City Unified School District #15 for the continued operation of school district facilities.
2. To'Nanees'Dizi Local Government supports the Tuba City Unified School District #15's request for a waiver of the land lease application and related filing fees required by the Navajo Nation, as such waiver will benefit the children served by the school district.
3. To'Nanees'Dizi Local Government requests from Tuba City Unified School District #15 to submit its Master Plan to the Chapter so that it can be inserted into the Chapter's Land Use Plan.

******* CERTIFICATION *******

We hereby certify that the foregoing resolution was duly considered by the To'Nanees'Dizi Local Government, at a duly called meeting at the To'Nanees'Dizi Local Government of Tuba City (Navajo Nation), Arizona; at which a quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, and 1 abstained on this 2nd day of April, 2023.

Motioned By: Myra Begay Seconded By: Steven Arizona

Gerald Keetso
Gerald Keetso, President

Myra Begay
Myra Begay, Vice President

Helen Webster
Helen Webster, Secretary/Treasurer

Steven Arizona
Steven Arizona, Council Member

Angelita Williams
Angelita Williams, Council Member



REC'D NLD/GIS
MAY 1 '24 PM2:15

NAVAJO NATION DEPARTMENT OF JUSTICE



DOCUMENT REVIEW REQUEST COVER SHEET

DOJ USE ONLY
March 27, 2024 DATE / TIME
NNDOJ #: <u>See HighQ</u>
DOC #: <u>22314</u>
UNIT: <u>Natural Resources Unit</u>
RESUBMITTAL: <u>{...}</u>

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

CLIENT TO COMPLETE	
DATE OF REQUEST: <u>March 27, 2024</u>	DIVISION: <u>Division of Natural Resources</u>
CONTACT NAME: <u>Ettie Anderson-Abasta</u>	
PHONE NUMBER: <u>928-871-6447</u>	E-MAIL: <u>eaabasta@navajo-nsn.gov</u>
TITLE OF DOCUMENT: <u>22314: TCUSD Elementary, Junior High, & Admin. Lease, 144ac</u>	
UNIT REVIEW	
DATE/TIME IN UNIT: <u>March 27, 2024</u> REVIEWING ATTORNEY/ADVOCATE: <u>Chee, Irvin</u>	
DATE/TIME ATTORNEY REVIEW COMPLETE: <u>{...}</u>	
DATE/TIME OUT OF UNIT: <u>See email transmitting completed document</u>	
DOJ ATTORNEY / ADVOCATE COMMENTS	
Legally sufficient. SN 4:40PM	
LEGAL STATUS: <u>Sufficient</u>	SURNAMED BY: <u>NRU AAG</u> See Document Review signature sheet for date/time

B

Document No. 022314

Date Issued: 03/01/2024

EXECUTIVE OFFICIAL REVIEW

Title of Document: TCUSD School Lease Renewal Contact Name: ANDERSON ABASTA, ETTIE

Program/Division: DIVISION OF NATURAL RESOURCES

Email: eaabasta@navajo-nsn.gov Phone Number: 928-871-6447

<input type="checkbox"/>	Business Site Lease			Sufficient	Insufficient
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(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: _____	<input type="checkbox"/>	<input type="checkbox"/>

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

<input type="checkbox"/>	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	Navajo Housing Authority Request for Release of Funds				
	1. NNEPA:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	Lease Purchase Agreements				
	1. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)				
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	Grant Applications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

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

<input type="checkbox"/>	Relinquishment of Navajo Membership				
	1. Land Department:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Elections:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

Land Withdrawal or Relinquishment for Commercial Purposes

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

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

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

Rights of Way

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

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

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

Assignment of Mineral Lease

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

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

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


OTHER:

1. <u>DOJ</u>	<u>(ic) Vin Polak</u>	Date:	<u>3/22/24</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. <u>NLD</u>	<u>[Signature]</u>	Date:	<u>5/02/24</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. <u>OPVP</u>	<u>[Signature]</u>	Date:	<u>7 May 2024</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	Date:	_____	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	_____	Date:	_____	<input type="checkbox"/>	<input type="checkbox"/>

Tier 1 Document Voting Results

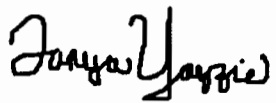
User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Team: Navajo Nation Air & Toxic (NNEPA) - OSS

Eugenia Quintana EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA	Approved	1. Document Approved due to User inaction within 10 Business Days	1. No Reply	20-Mar-2024	
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Glenna Lee EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA	Approved	1. Document Approved due to User inaction within 10 Business Days	1. No Reply	20-Mar-2024	
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Team: Navajo Nation Waste Regulatory/Storage Tanks (NNEPA) - OSS

Tanya Yazzie (NLTDS and GLDD)	Environmental Specialist	Navajo Nation EPA	Approved	no comments	No Reply	06-Mar-2024	
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Warren Roan - EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA	Approved	no comments	No Reply	06-Mar-2024	
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Team: Navajo Nation Water Quality (NNEPA) - OSS

Dorothy Senior Navajo Approve 1 Approval 1 No 15-Mar-
 Barber- Environment Nation EPA d . granted to . Reply2024
 Redhorse al Specialist
 (NLTDS
 and
 GLDD)

this
 provided.
 Please
 adhere to
 the federal
 and the
 Navajo
 Nation
 Clean
 Water Act
 Laws and
 Regulation
 s. Any
 questions,
 please
 contact
 Navajo
 EPA
 WQ/NPDE
 S Program
 at 928-871-
 7690.

Dorothy Barber - Redhorse

Patrick Principal Navajo Approve no No 15-Mar-
 Antonio Hydrologist Nation EPA d comments Reply 2024
 EPA
 (NLTDS
 and
 GLDD)

Patrick Antonio

Team: Navajo Nation Water Resources

Jason John Department Department Approve no No 05-Mar-
 (NLTDS Manager III of Water d comments Reply 2024
 and Resources
 GLDD)

Jason John

Najamh Branch Department Approve no No 05-Mar-
 Tariq Director of Water d comments Reply 2024
 (NLTDS (Reviewer) Resources
 and
 GLDD)

Najamh Tariq

Team: Division of Natural Resources (DNR) - OSS

Robert Allan DNR (NLTDS and GLDD) Attorney (Approver) Division of Natural Resources Approved *no comments* *No Reply* 06-Mar-2024

Robert O. Allan

W. Mike Halona - DNR (NLTDS and GLDD) Division Director of Division of Natural Resources Administration Approved *no comments* *No Reply* 06-Mar-2024

Team: Navajo Nation Public Water Systems (NNEPA) - OSS

Merle Chischilly (NLTDS and GLDD) Environmental Specialist Navajo Nation EPA Approved *no comments* *No Reply* 08-Mar-2024

Yolanda Barney NNEPA (NLTDS and GLDD) Environmental Program Manager Navajo Nation EPA Approved *no comments* *No Reply* 08-Mar-2024

Yolanda Barney

Team: Navajo Nation Minerals - OSS

Rebecca Gilchrist MIN (NLTDS and GLDD) Senior Mining Engineer (Reviewer) Minerals Department Approved *no comments* *No Reply* 08-Mar-2024

Rebecca Gilchrist

Richard Carlton (NLTDS and GLDD) Senior Geologist Minerals Department Approved *no comments* *No Reply* 08-Mar-2024

Richard Carlton

William B. Raines (NLTDS - Admin)	Program Manager	Minerals	Approved	1	This vote is contingent upon the uploaded Terms and Conditions, EOR_22314 is permanently included in the application approval package. WBR	1	No Reply	08-Mar-2024
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Team: Navajo Nation Fish & Wildlife (NNDFW) - OSS

Leanna Begay (NLTDS and GLDD)	Wildlife Manager	Navajo Nation Fish and Wildlife	Approved	no comments	No Reply	1	No Reply	07-Mar-2024
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T. Kim Yazzie (NLTDS and GLDD)	Navajo Nation Fish and Wildlife	Navajo Nation Fish and Wildlife	Approved	1	Approved.	1	No Reply	07-Mar-2024
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Verna Tsosie (NLTDS and GLDD)	Navajo Nation Fish and Wildlife	Navajo Nation Fish and Wildlife	Approved	no comments	No Reply	1	No Reply	07-Mar-2024
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Team: Navajo Nation Resource Conservation & Recovery Program (NNEPA) - OSS

Frederick Sherman (NLTDS and GLDD)	Senior Environmental Specialist	Navajo Nation EPA	Approved	no comments	No Reply	1	No Reply	12-Mar-2024
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Norvina Environment Navajo
Charleston Specialist Nation EPA d Approve *no* *No* 12-Mar-
(NLTDS and GLDD) *comments* *Reply* 2024

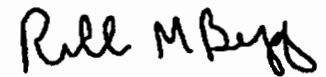


Team: Navajo Nation Heritage and Historic Preservation (NNHHPD) - OSS

Olsen Archaeologis Navajo
John t Nation Approve *no* *No* 11-Mar-
(NLTDS and GLDD) Heritage and Historic Preservation Department *comments* *Reply* 2024



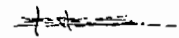
Richard Department Navajo
Begay Manager III Nation Approve *no* *No* 11-Mar-
NNHP (Approver) Heritage and Historic Preservation Department *comments* *Reply* 2024
(NLTDS and GLDD)



Rolf J. Senior Navajo
Nabahe Archeologist Nation Approve *no* *No* 11-Mar-
(NLTDS and GLDD) (Reviewer) Heritage and Historic Preservation Department *comments* *Reply* 2024

Team: Navajo Nation Land Department Manager III (NLD) - OSS

Byron Department NLD
Bitsoie Sr Manager III Approve *no* *No* 11-Mar-
(NLTDS - (Approver) Admin) *comments* *Reply* 2024



Team: Navajo Nation Superfund (NNEPA) - OSS

Jeremy Remedial Navajo
Bekis Project Nation EPA d Approve 1. Document 1. *No* 20-Mar-
(NLTDS and GLDD) Manager *Approved* *Reply* 2024
due to User inaction within 10



Business
Days

Shelby Dayzie - EPA (NLTDS and GLDD)	Remedial Project Manager	Navajo Nation EPA	Approved	1. Document 1. No Approved due to User inaction within 10 Business Days	20-Mar-2024	20-Mar-2024	
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Tier 13 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Team: Navajo Nation Department of Justice (NNDJOJ) - OSS

Irvin Chee (NLTDS and GLDD)	Principal Tribal Court Advocate	Navajo Nation Department of Justice	Approved	no comments	No Reply	28-Mar-2024	
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Veronica Blackhat (NLTDS and GLDD)	Assistant Attorney General	Navajo Nation Department of Justice	Approved	1. Yellow Sheet and signature sheet were provided to GLDD; review completed on 3/27/24.	1. No Reply	28-Mar-2024	
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Tier 14 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Team: Navajo Nation Office of the President and Vice President (OPVP) – OSS

Bidtah Becker (NLTDS and GLDD)	Chief Legal Counsel	OPVP	Approved	<i>no comments</i>	<i>No Reply</i>	12-Apr-2024
Brittany Smith (NLTDS and GLDD)	Administrative Assistant	Office of the President and Vice President (OPVP)	Approved	<i>no comments</i>	<i>No Reply</i>	12-Apr-2024



Individuals in blue font performed the Approval on behalf of all members in the group.
This is possible when Peer Approval has been enabled for the Project.



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskáądi Nitsáhákees **RICHELLE MONTOYA** *VICE PRESIDENT*

February 6, 2024

MEMORANDUM

TO: 164 Reviewers

FROM: *Rowena Cheromiah*
Rowena Cheromiah, Director
Minerals Department

SUBJECT: EOR #22314
Lease Consideration Amount for Informational Purposes Only

The Tuba City Unified School District #15 project for the Tuba City Elementary School, Junior High, and Administration Building in the area of Tuba City Chapter has been reviewed by the Minerals Department and consideration for 50 years was computed for informational purposes only.

Lease Consideration for 50 years:	\$5,185,800.00
Total:	\$5,185,800.00

Please contact Minerals Department at (928) 871-6588 if you have any questions.

Attachment: Email from Department of Resources



General Land Development Department
 PO Box 69 | St. Michaels, AZ 86511
 928-871-6447 | gldd.org
Environmental Compliance Determination



Project Information

Title: TCUSD School Lease - Elementary and Jr. High

Size: +/- 144.05 acres

Legal Description: Section 20, T. 32 N., R.11 E., G. & S.R.M., Tuba City Chapter, Coconino County, Arizona

Environmental Compliance Determination

The proposed lease will be lawfully granted by the Navajo Nation through the authority of 25 U.S.C. §415(e) and Navajo Nation Council Resolution No. CO-53-13 codified at 16 N.N.C. §2301.

The Environmental Compliance Determination (ECD) issued by the General Land Development Department confirms that the above-mentioned lease application meets the environmental clearance criteria of the Navajo Nation General Leasing Regulations (16 N.N.C. § 2301 et. Seq.). The proposed lease poses no significant impact(s) to the cultural, biological and the natural environments of the Navajo Nation.

Environmental Clearance Reviews

If at any time any historical properties, archaeological resources, human remains, or other cultural items not previously reported are encountered, all activity will cease and the Navajo Nation Historic and Heritage Preservation Department will be contacted immediately. Furthermore, the aforementioned lease applicant will also consult with the Navajo Nation Environmental Protection Agency (NNEPA) to ensure compliance with all Navajo Nation Environmental laws and permits (4 N.N.C. § 901 et. Seq.)

This ECD is valid so long as the "Effect/Conditions of Compliance" out-lined on "Cultural Resources Compliance Form (NNHPD No. NTM-83-145.1)" and the "Biological Resource Compliance Form (NNDFW Review No. 24tcus101)" are implemented.

If at any time over the duration of the term of the Surface Lease an environmental taking or violation occurs, the grantee may be subject to disciplinary actions and possible cancellation of the lease. This pertains to all Navajo Nation and Federal environmental laws, regulations and policies applicable to the lease based undertaking.

Approved by


 Steven Chischilly Jr., Environmental Specialist GLDD

3/1/2024

Date



Tuba City Unified School District
 P.O. Box 67, Tuba City, Arizona 86045
 Phone: (928)283-1027 / 1006
 Fax: (928)283-1200
 Website: www.tcsud.org

April 5, 2023

Ettie Anderson-Abasta,
 Department Manager
 Navajo Nation General Land Development Department
 Post Office Box 69
 Saint Michaels, AZ 86511

Dear Ms. Anderson-Abasta,

On behalf of Tuba City Unified School District No. 15, I am submitting this land withdrawal application for Tuba City Administrative/School withdrawal for continued operation of Tuba City Elementary, Tuba City Junior High Schools and Tuba City Unified administrative departments. The designated area is 144.05 acres of 1903 Secretarial Order Lands Exhibit "A" located in Tuba City, Arizona.

If you have any questions regarding the application, contact me at (928) 283-1006 or 1027.

Sincerely,

Sharlene Navaho,
 Superintendent
 Tuba City Unified School District No. 15

Administration
 Ms. Sharlene Navaho
 Superintendent

Mr. Adelbert Goldtooth
 Interim Manager of Human
 Resources

Mrs. Leah Begay
 Director of Business
 Services

Governing Board
 Mrs. Joan Todecheenie
 Board President

Mr. Ronald Begay
 Board Clerk

Mrs. Harriett Sloan-Carter
 Board Member

Mr. Lee Tsinigine
 Board Member

Mrs. Roselyn G. Riggs
 Board Member



MEMORANDUM

TO: Delegate Otto Tso
Tuba City Chapter

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: June 23, 2024

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE TUBA CITY UNIFIED SCHOOL DISTRICT LEASE FOR 144.05 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS, LOCATED WITHIN THE TUBA CITY CHAPTER VICINITY, NAVAJO NATION (COCONINO COUNTY, ARIZONA)

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Please ensure that this particular resolution request is precisely what you want.

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees' powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).