

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
24th Navajo Nation Council --- First Year, 2019

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING
MASTER LEASE BETWEEN THE NAVAJO NATION AND THE NAVAJO HOUSING
AUTHORITY FOR THE BIRDSPRINGS ELDERLY GROUP HOME IN THE VICINITY
OF TSIDI TO'II (BIRDSPRINGS) CHAPTER

BE IT ENACTED:

SECTION ONE. AUTHORITY

The Resources and Development Committee has oversight authority over land and the authority to grant final approval for non-mineral leases within the Navajo Nation. 2 N.N.C. §§ 500(C), 501(B) (2) (a).

SECTION TWO. FINDINGS

- A. The Navajo Housing Authority (NHA) requests approval of a Master Lease for the Birdsprings Elderly Group Home between the Navajo Nation and the Navajo Housing Authority. The Master Lease is attached hereto as **Exhibit A**.
- B. The map of the proposed Birdsprings Elderly Group Home Master Lease of 4.0 acres, more or less, is attached as **Exhibit B**.
- C. The Finding of No Significant Impact (FONSI), environmental and archaeological studies and clearances and other documents are attached in **Exhibit C**.
- D. Supporting resolutions from Tsidi To'ii Chapter and the Birdsprings Senior Council are attached as **Exhibit D**.
- E. The application for the Master Lease has been reviewed through Executive Official Review Document by the Fish and Wildlife; Historic Preservation; Minerals; Navajo Nation Environmental Protection; Division of Natural Resources and the Department of Justice and "Approved" or found "Sufficient". See documents included in Executive Official Review Document, **Exhibit E**.

SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Master Lease for the Birdsprings Elderly Group Home between the Navajo Nation and the Navajo Housing Authority as found at **Exhibit A.**
- B. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute this Master Lease and all other documents necessary to effectuate the intent of this resolution.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 24th Navajo Nation Council at a duly called meeting at the Red Lake Chapter, Navajo, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 5 in favor, and 0 opposed, on this 28th day of August 2019.



Rickie Nez, Chairperson
Resources and Development Committee
of the 24th Navajo Nation Council

Motion: Honorable Mark A. Freeland
Second: Honorable Herman M. Daniels

Chairperson Rickie Nez not voting.

LEASE NO. _____



**THE NAVAJO NATION
and
NAVAJO HOUSING AUTHORITY**

**HOUSING PROJECT MASTER LEASE
(Trust or Restricted Land Only)**

**Birdsprings, Arizona
Birdsprings Elderly Group Home**

THIS LEASE is made and entered into this ____ day of _____, by and between THE NAVAJO NATION, hereinafter called the "Lessor," whose address is P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the NAVAJO HOUSING AUTHORITY, a public body established and existing pursuant to the provisions of 6 N.N.C. § 601 et seq., hereinafter called the "Lessee," whose address is P.O. Box 4980, Window Rock, Navajo Nation (Arizona) 86515, in accordance with the provisions of 2 N.N.C. § 501(B)(2)(a) and 25 U.S.C. § 415, as implemented by the regulations contained in 25 C.F.R. Part 162; and all amendments or successors thereto, which by this reference are made a part hereof.

1. DEFINITIONS.

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

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

(C) "Hazardous Substance" means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001(8) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6991(8).

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 **Birdsprings Chapter** of the Navajo Nation, (County of **Coconino**, State of **Arizona**), a tract of land situate within the Southeast Quarter (SE ¼) of Section 17, Township 22 North, Range 15 East of the Gila and Salt River Meridian. Said **Navajo Housing Authority Project, Birdsprings Elderly Group Home** is more particularly described in Exhibit "A" attached hereto

and by this reference made a part here of containing approximately 3.9683 acres, more or less, the acreage amount of the original lease was 4.0 acres. Together with right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, hereinafter called the "Leased Premises". There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises.

3. USE OF PREMISES; GENERAL PLAN.

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing and operating a Housing Project and its appurtenances, including constructing and operating appropriate related residential and public facilities such as roads, utilities, playgrounds, multi-purpose buildings, day care centers, ceremonial structures, laundry facilities, police, fire and medical facilities and other like facilities, consistent with a General Plan developed and approved in accordance with subsection (B) of this Section, known as Project No. Birdsprings Elderly Group Home.

(B) Prior to development of the Leased Premises, Lessee shall develop and submit to Lessor for approval a General Plan for the complete development of the Leased Premises. The approval of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) The Leased Premises shall not be used by Lessee for any purpose other than as provided in an approved General Plan, 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.

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

4. TERM.

The term of this Lease shall be fifty (50) years, beginning on _____ and ending _____.

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. § 162.320(a)(1), only nominal rental is provided for herein because this Lease is for a public purpose to an agency of local government, is for the purpose of subsidization or the benefit of the Navajo Nation, and/or is for homesite purposes to Tribal members and the Leased Premises are not commercial or industrial in character.

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, any agent of Lessor or the United States 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 or the United States, 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 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 therefore, 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. 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 are otherwise in accordance with the provisions of 25 C.F.R. § 169.51-56, 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.

10. 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 therefore, 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 therefore, 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.

11. SUBLEASES AND ASSIGNMENTS; PARTIAL RELINQUISHMENTS.

(A) Except as otherwise provided in subsections (B) and (C) of this Section, this Lease may not be assigned, subleased or otherwise transferred or conveyed, in any manner whatsoever, in whole or in part, without the prior written consent 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, sublease, transfer or conveyance without such prior written approval shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of Lessor.

(B) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, Lessee Navajo Housing Authority, but no successor in interest thereto, is hereby authorized to sublease the Leased Premises, in whole or in part, with the prior written approval of Lessor. Subleases so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Lessor provided for under this Lease or under applicable federal laws and regulations. During the term of any sublease, should the sublessee succeed to the interests of Lessee hereunder, it is hereby agreed that no merger of interests shall occur thereby.

(C) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, this Lease may be assigned, in whole or in part, by Lessee Navajo Housing Authority, but not by any successor in interest thereto, with the prior written approval of 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. Assignments so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Lessor provided for under this Lease or under applicable federal laws and regulations; provided, that Lessee may be relieved from its liability under this Lease, in whole or in part, with the prior written approval of the Lessor.

(D) Lessee shall provide a copy of any sublease, assignment or partial relinquishment to Lessor within thirty (30) days of its execution. Any sublease or assignment authorized by this Section shall be on a form approved by Lessor, and no such sublease or assignment shall be valid unless it is on an approved form. No sublease or assignment authorized by this Section shall be valid unless and until it is duly recorded in accordance with the provisions of 25 C.F.R. Part 150, including any amendment or successor thereto, at the Land Titles and Records Office of the Bureau of Indian Affairs, Albuquerque, New Mexico Office, or any successor thereto.

(E) Lessee is hereby authorized to relinquish to Lessor any part of this Lease, with the prior written approval of Lessor, for the purpose of Lessor issuing a Homesite Lease for the part relinquished; provided, that each person to whom the Homesite Lease is proposed to be issued is eligible to receive a Homesite Lease and the issuance of the Homesite Lease is otherwise in compliance with all applicable requirements of the Navajo Nation Homesite Regulations 2016 adopted by Resolution No. RDCO-74-16, including amendments or successors thereto.

12. 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.

13. ENCUMBRANCE.

(A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor and the Secretary, and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial statements or analyses pertinent to the encumbrance that Lessor 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 a 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 is Encumbrancer, Encumbrancer may sell and assign this Lease without any further approval by Lessor and the Secretary, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. If 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.

14. DEFAULT.

(A) Time is declared to be of the essence of 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 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, either jointly or severally, may exercise the following options upon Lessee's default, 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 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. Neither Lessor shall 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.

15. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the United States and the Navajo Nation. Lessee agrees to dispose of all solid waste in compliance with applicable federal and Navajo Nation law. 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.

16. HAZARDOUS SUBSTANCES.

Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Leased Premises without the prior written approval of Lessor, which approval may be given, given upon conditions or denied in the sole discretion of Lessor. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and such results in contamination to the Leased Premises or any building or other improvement thereon, Lessee shall promptly take any and all actions necessary or appropriate to restore the Leased Premises or building or other improvement to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. Lessee shall obtain written approval from Lessor prior to commencement of any such remedial action.

17. 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 \$3,000,000 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 identified in Section 2 of this Lease and shall be written to protect Lessee, Lessor and the United States 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 therefore, 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 at any time, whenever either shall determine that such increase reasonably is necessary for the protection of Lessor or the United States.

(C) With the prior written approval of Lessor, 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.

18. 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 identified in Section 2 of this Lease, and shall be written to protect Lessee, Lessor, the United States and an Encumbrancer, if any, and shall provide for notification to Lessor, the Secretary 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 therefore, copies of said policy shall be furnished to Lessor.

(B) 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 promptly replace or repair the destroyed or damaged improvements to a condition as good or better than before the destruction or damage occurred. 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.

(C) With the prior written approval of the Lessor, the insurance obligations under this Section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

19. INSPECTION.

The Navajo Nation shall have the right, at any reasonable time during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to inspect the Leased Premises and any buildings and other improvements erected or placed thereon.

20. 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.

21. 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.

22. 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.

23. 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.

24. INDEMNIFICATION.

Lessee shall indemnify and hold harmless the Navajo Nation and their authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, occupancy or use of the Leased Premises by Lessee.

25. 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.

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

In all activities conducted by Lessee within the Navajo Nation, Lessee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect.

27. GOVERNING LAW AND CHOICE OF FORUM.

Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of this Lease. Any action or proceeding brought by Lessee against the Navajo Nation in connection with or arising out of the terms and conditions of this Lease shall be brought only in the courts of the Navajo Nation, and no such action or proceeding shall be brought by Lessee against the Navajo Nation in any court or administrative body of any State.

28. CONSENT TO JURISDICTION.

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

29. 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 full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this Section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

30. 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.

31. TERMINATION OF FEDERAL SUPERVISION.

Nothing in this Lease shall operate to delay or prevent a termination of federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, or otherwise, during the term of this Lease, however, such termination shall not serve to abrogate this Lease. Lessor, Lessee and an Encumbrancer, if any, shall be notified of any such change in the status of the Leased Premises.

32. 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.

33. 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 are to the United States as well as to Lessor.

34. NOTICES AND DEMANDS.

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

To or upon Lessor:

President
The Navajo Nation
Office of the President/Vice-President
P.O. Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: 1-928-871-4025

To or upon Lessee:

Chief Executive Officer
Navajo Housing Authority
P.O. Box 4980
Window Rock, Navajo Nation (Arizona) 86515
Fax: 1-928-871-2604

(B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, by facsimile transmission. 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, by facsimile transmission, on the next business day following actual delivery and receipt.

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

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

35. 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..

36. 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.

LESSEE:

NAVAJO HOUSING AUTHORITY

By: _____
Chief Executive Officer

Date: _____

APPROVED:

THE NAVAJO NATION, LESSOR

By: _____

Date: _____

LEGAL DESCRIPTION

A TRACT OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER MERIDIAN IN THE VICINITY OF BIRDSPRINGS, COCONINO COUNTY, ARIZONA AND IN THE LAND MANAGEMENT DISTRICT NO. 05 OF THE NAVAJO NATION. SAID TRACT OF LAND IS DESIGNATED AS 4.000 ACRES OF TRACT REASSIGNED TO THE NAVAJO HOUSING AUTHORITY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 16 AND SECTION 17, T 22 N, R 15 E, OF THE G.S.R.M., BEING A FOUND BLM CADASTRAL SURVEY BRASS CAP MONUMENT DATED 2005;

THENCE, S 50°19'18" W, A DISTANCE OF 402.304 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO), BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, S 01°02'57" W, A DISTANCE OF 127.799 METERS TO A FOUND NO. 5 REBAR WITH A RED CAP MARKED "O.N.L.A.";

THENCE, N 88°57'06" W, A DISTANCE OF 124.003 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, N 00°56'44" E, A DISTANCE OF 84.080 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, N 63°12'25" E, A DISTANCE OF 20.320 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, N 36°11'41" E, A DISTANCE OF 20.676 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, N 09°31'30" E, A DISTANCE OF 19.761 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, N 53°55'46" E, A DISTANCE OF 6.706 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, N 34°42'20" E, A DISTANCE OF 24.917 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, S 68°26'45" E, A DISTANCE OF 77.101 METERS TO THE POINT OF BEGINNING;

THE DESCRIBED ENCLOSED AREA COMPRISING 1.6059 HECTARES (3.9683 ACRES), MORE OR LESS, BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS OR UNDERGROUND UTILITIES LOCATED THEREIN.

NHA Hooghan—Center of Family Growth, Strength and Beauty **NAVAJO HOUSING AUTHORITY**

MEMORANDUM

TO : All NHA Employees

FROM : 
Craig Dougall, Chief Executive Officer
Executive Branch

DATE : November 16, 2018

SUBJECT : Chief Executive Officer Delegation

Please be advised that I will be on Personal Time Off (PTO) beginning Monday, November 19, 2018 at 8:00 am and ending Tuesday, November 20, 2018 at 5:00 pm, therefore Ms. Cathy Long, Chief Financial Officer will be delegated CEO during this time.

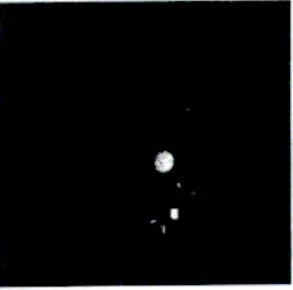
The delegate shall assume full responsibility for the organization ensuring efficiency and continuity through exercising good sound administrative judgement. If a situation and/or circumstance of a controversial or sensitive in nature arise, please retain pertinent decision until I return.

In addition, the NHA offices will be closed Wednesday, November 21, 2018 to Friday, November 23, 2018. Temporary employees are not eligible to receive administrative leave. Those employees on prior approved leave or travel status shall remain as such. All standby employees are required to continue to address emergencies as usual.

During this holiday season we take time to reflect on what we are all thankful for and it is with this that the NHA Board of Commissioners and I would like to take this time to say thank you for all your hard work and dedication and for your services to NHA and I wish you and your family a Safe and Happy Thanksgiving!

NAVAJO HOUSING AUTHORITY
DEVELOPMENT & CONSTRUCTION SERVICES DIVISION
LAND SURVEYING DEPARTMENT
P.O. BOX 1579
FORT DEFUQUE, ARIZONA, 86504
PHONE (928) 729-6307 FAX (928) 729-6602

VICINITY MAP (not to scale)

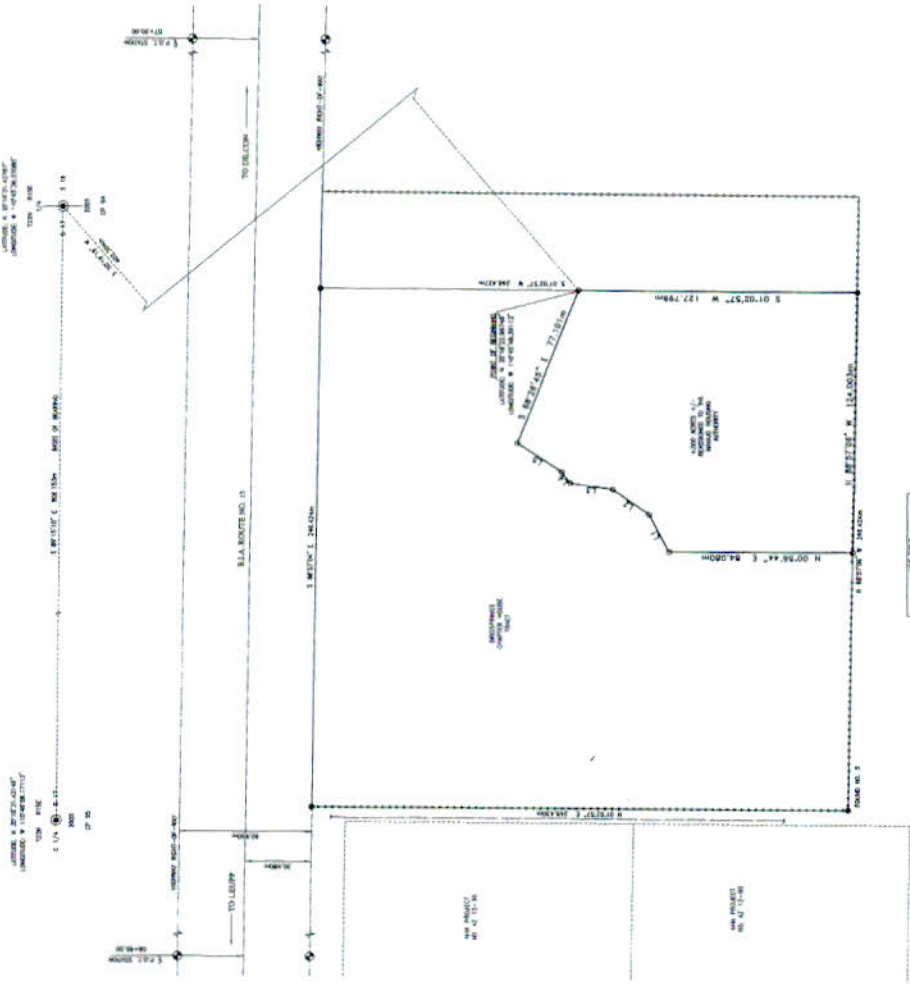


BOUNDARY PLAT OF
4.00 ACRES +/- REASSIGNED
TO THE NAVAJO HOUSING AUTHORITY
BIRDS SPRINGS, COCONINO COUNTY, ARIZONA



Surveyor's Certificate
MICHAEL P. FARRER, A Licensed Professional Surveyor under the laws of the State of Arizona, is hereby certified that the survey and plat shown herein were made by him or under his direct supervision and that the same are true and correct to the best of my knowledge and belief.

Surveyor's Certificate
MICHAEL P. FARRER, A Licensed Professional Surveyor under the laws of the State of Arizona, is hereby certified that the survey and plat shown herein were made by him or under his direct supervision and that the same are true and correct to the best of my knowledge and belief.



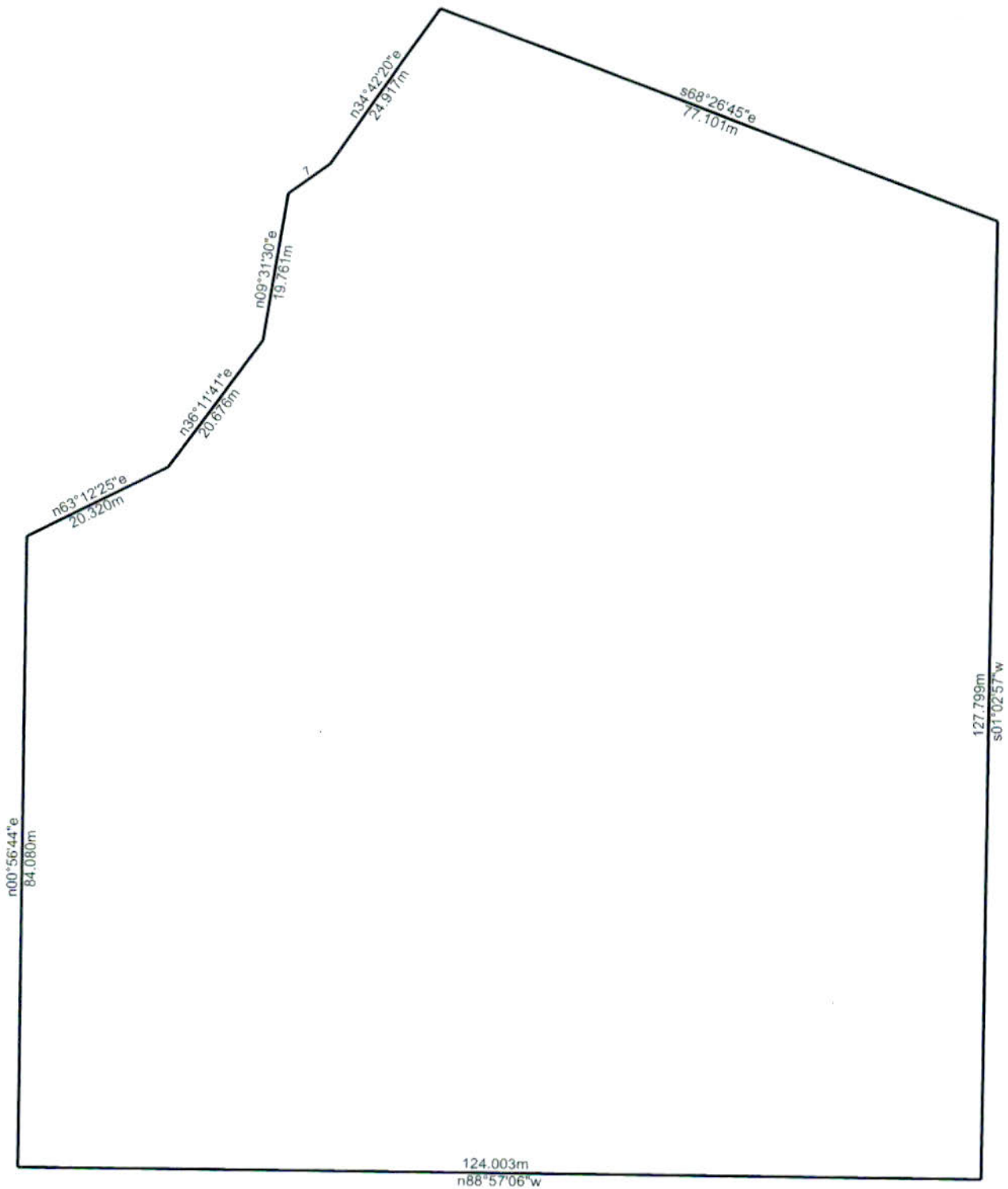
ACREAGE	ADJACENT	OWNER	REMARKS
0.10	TO THE WEST	THE NAVAJO HOUSING AUTHORITY	
0.10	TO THE EAST	THE NAVAJO HOUSING AUTHORITY	
0.10	TO THE SOUTH	THE NAVAJO HOUSING AUTHORITY	
0.10	TO THE NORTH	THE NAVAJO HOUSING AUTHORITY	

ACREAGE	ADJACENT	OWNER	REMARKS
0.10	TO THE WEST	THE NAVAJO HOUSING AUTHORITY	
0.10	TO THE EAST	THE NAVAJO HOUSING AUTHORITY	
0.10	TO THE SOUTH	THE NAVAJO HOUSING AUTHORITY	
0.10	TO THE NORTH	THE NAVAJO HOUSING AUTHORITY	

LEGAL DESCRIPTION
THE NAVAJO HOUSING AUTHORITY, BY AND THROUGH ITS SURVEYOR, MICHAEL P. FARRER, A LICENSED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HAS SURVEYED AND PLATTED THE FOLLOWING DESCRIBED LAND, TO-WIT:
A 4.00 ACRES +/- REASSIGNED TO THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA.
THE PLAT OF REASSIGNMENT OF THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA, IS HEREBY RECORDED FOR THE PURPOSE OF REASSIGNMENT OF THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA.
THE PLAT OF REASSIGNMENT OF THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA, IS HEREBY RECORDED FOR THE PURPOSE OF REASSIGNMENT OF THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA.

GENERAL NOTES
1. THE NAVAJO HOUSING AUTHORITY, BY AND THROUGH ITS SURVEYOR, MICHAEL P. FARRER, A LICENSED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HAS SURVEYED AND PLATTED THE FOLLOWING DESCRIBED LAND, TO-WIT:
A 4.00 ACRES +/- REASSIGNED TO THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA.
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REMARKS
1. THE NAVAJO HOUSING AUTHORITY, BY AND THROUGH ITS SURVEYOR, MICHAEL P. FARRER, A LICENSED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HAS SURVEYED AND PLATTED THE FOLLOWING DESCRIBED LAND, TO-WIT:
A 4.00 ACRES +/- REASSIGNED TO THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA.
THE PLAT OF REASSIGNMENT OF THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA, IS HEREBY RECORDED FOR THE PURPOSE OF REASSIGNMENT OF THE NAVAJO HOUSING AUTHORITY, BIRDS SPRINGS, COCONINO COUNTY, ARIZONA.



8/3/2018

Scale: 1 inch= 64 feet

File: BOUNDARY Tsidi To'ii Elderly Group Home.ndp

Tract 1: 3.9683 Acres (172859 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/735144), Perimeter=1658 ft.

01 s01.0257w 127.799m
02 n88.5706w 124.003m
03 n00.5644e 84.080m
04 n63.1225e 20.320m
05 n36.1141e 20.676m
06 n09.3130e 19.761m
07 n53.5546e 6.706m

08 n34.4220e 24.917m
09 s68.2645e 77.101m



Navajo Area Office
P.O. Box 1060
Gallup, New Mexico 87301

MC: 500
ENVIRONMENTAL SERVICES

FEB 18 1998

President Albert Hale
The Navajo Nation
Attention: Chavez John, CID/DCD
P.O. Box 9000
Window Rock, Arizona 86515

Dear President Hale:

The Environmental Assessment Document, EA-96-128, for the proposed Bird Springs Chapter Tract has been reviewed by Navajo Area Branch of Environmental Services. A Finding of No Significant Impact (FONSI) has been determined for the proposed action; the proposed action will not have a significant impact on the quality of the natural and human environment. Therefore, an environmental impact statement for the chapter tract is not required.

The enclosed FONSI determination should be appended to the final environmental assessment and all other copies prepared for distribution. Please submit a file copy of the final environmental assessment to the Navajo Area Branch of Environmental Services.

Should you require additional information or have questions on the FONSI determination, contact Mr. Leonard Robbins, Area Environmental Quality Officer, at (505) 863-8286.

Sincerely,

Acting

Area Director, Navajo

Enclosure: FONSI

cc: Area/Eastern Agency Real Estate Services
Bird Springs Chapter
Chrono
Subject (C:\MyFiles\EA-96-128.wpd)
100

500:LROBBINS:dny:2/17/98w/a

FINDING OF NO SIGNIFICANT IMPACT
Environmental Assessment Document EA-96-128
Location: Township 22N, Range 15E, Unplatted
Bird Springs, Coconino County, Arizona

The proposed action addresses the Bird Springs Chapter Tract Project, encompassing 15 acres. The project is sponsored by the Bird Springs Chapter.

The project environmental assessment (EA) has been reviewed by the Navajo Area Branch of Environmental Services. On the basis of the proposed project information contained in the applicant's assessment, including the proposed mitigation measures as specified in the document, it is determined the proposed project will not have a significant impact on the natural and human environment. Therefore, in accordance with the National Environmental Policy Act, Section 102 (2)(c), an environmental impact statement will not be prepared. The following references serve as the basis for this decision and are incorporated in the project environmental assessment:

1. Agency and public involvement was conducted and environmental issues related to the development of the chapter tract project were identified. Alternative courses of action and mitigation measures were developed in response to environmental concerns and issues.
2. The EA disclosed the environmental consequences of the proposed action and three potentially viable alternatives which included the no action alternative.
3. In compliance with the Endangered Species Act an informal request for a list of threatened and endangered (T&E) species list was acquired by the project sponsor from the Navajo Nation Natural Heritage Program. A field survey was performed and a biological assessment is crafted in Section V. D. of the EA. The described action will have no effect on listed species or other important wildlife resources.
4. In compliance with the National Historic Preservation Act of 1966, as amended, Section 106 consultation and 36 CFR 800.9 (b) consultation, an archeological field inventory was performed for the project. Cultural Resource Compliance Form (CRCF) HPD-96-102 was issued by the Navajo Historic Preservation Department (NNHPD) as shown in Exhibit A. No historic properties were located.

Should 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 be discovered, all operations in the immediate vicinity of the discovery must cease and the NNHPD must be notified at (520) 871-7132.

5. In accordance with the Resource Conservation and Recovery Act, Subtitle D, nonhazardous solid waste is addressed in Section V. G. to minimize the effects of the proposed action.

6. The proposed action would improve the economic and social conditions of the affected Indian community. The Bird Springs Chapter Tract project is supported by the Bird Spring Chapter and the local land user, see the Bird Springs Chapter resolution in Exhibit B.

Leonard Robbins

Area Environmental Quality Officer

FEB 17 1998

Date

**ENVIRONMENTAL ASSESSMENT AND FINDING OF NO SIGNIFICANT IMPACT
OF A PROPOSED
15 ACRE NEW CHAPTER TRACT FOR BIRDSPRINGS CHAPTER,
COCONINO COUNTY, ARIZONA**

July 24, 1996

PREPARED BY
Judith Touchette,
Environmental Services Section
Navajo Nation Capital Improvement Department
P.O. Box 1510, Window Rock, Arizona 86515

PREPARED FOR
Birdsprings Chapter
Star Route HC 61
Winslow, Arizona 86047

FOR SUBMISSION TO
The Bureau of Indian Affairs
Office of Environmental Quality
P.O. Box 1060
Gallup, New Mexico 87301

BIRDSPRINGS CHAPTER TRACT

Proposed Actions: The Birdsprings Chapter, an entity of the Navajo Nation, proposes to replace their burned Chapterhouse at a new location.

Type of Statement: This Environmental Assessment Report was prepared in accordance with the National Environmental Policy Act and in the scope of Navajo Environmental regulations as required by the Office of Environmental Quality, Bureau of Indian Affairs.

Lead Agency: Birdsprings Chapter, Navajo Nation
Star Route HC 61
Winslow, AZ 86047

For Information: Judith Touchette or, James Turquoise, Director
Capital Improvement Program Department
P. O. Box 1510
Window Rock, AZ 86515

Abstract: The Birdsprings Chapter needs to replace their Chapterhouse that burned in 1994. The new location, adjacent to Navajo Route 15 will be more convenient for chapter residents and others to conduct business at the chapter. Accordingly, a tract of land encompassing 15 acres was surveyed by the Navajo Land Department, and this assessment was conducted to evaluate and document the impact of the project on the environment.

According to the environmental assessment, there will be no environmental consequences, provided that all construction activities be closely monitored by the sponsoring entities and that all reclamation be consistent with established guidelines.

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EXHIBIT "B"	Birdsprings Chapter Resolution	
EXHIBIT "C"	T & E Listing for Birdsprings and National Wetlands Inventory map	

INTRODUCTION:

The Birdsprings Chapter needs to build a Chapterhouse to replace the one that burned in 1994. The new location, near the Navajo Route 15 will be more accessible to residents of the chapter and others who must conduct business at the Chapterhouse.

A Cultural Resources inventory for the 15 acres of the Chapter Tract was conducted by Denise R. E. Copeland and Maxine Yazzie on April 19, 1995. Their report is entitled "A Cultural Resources Inventory of the Proposed Birdsprings Chapter Tract, Coconino County, Arizona, DCD1-95-026" and the Compliance Form that was issued is attached as Exhibit A.

A field inventory for the Environmental Assessment of approximately 15 acres was conducted by the author on 7-13-95, and the tract was assessed for environmental impact.

SECTION I: PROJECT DESCRIPTION

The Birdsprings Chapter and the Design and Engineering Services Department propose to build a new chapterhouse at this time. A senior citizen's facility, a Headstart building with playground, a wellness/fitness center, a solid waste transfer station, and a vendor's village are planned for future development. The current project will include all associated parking lots and utilities. Earth disturbing activities will include blading, scraping, leveling, filling, and digging foundations. Dust created will be controlled by water trucks. Environmental Assessments will address the future projects when they are proposed.

SECTION II. PURPOSE AND NEED

The Chapterhouse is needed to replace the one that burned in 1994. It was located about two (2) miles southwest of the present project area, 0.7 miles from the paved Navajo Route 15 on a bladed dirt road that was often impassable when wet. The need for a new chapterhouse is based upon the local government's need to have meetings on issues of local concern.

SECTION III. LOCATION/VICINITY

The proposed Birdsprings Chapter tract is located adjacent to the south Right-of-Way for Navajo Route 15, about four and one-half (4.5) miles east of the Transwestern Pipeline Pumping Station, and 200 feet east of the NHSD housing tract. It is within the Birdsprings Chapter, on the Navajo Nation, within the Western Agency, and in Coconino County, Arizona. The area can be found on the U.S.G.S. 7.5 Minute Quadrangle Map "East of Old Leupp, Arizona, Provisional Edition 1986" at T22N, R15E, (Unplatted), GSRM. See Figure 1. and Figure 2 for the general and specific project location.

SECTION IV. FORMATION OF ALTERNATIVES

1. No Action - The No Action plan will not replace the burned Chapterhouse and will not serve the needs of the residents of the Birdsprings Chapter for a central government location for local issues and projects. This does not support the community goals and objectives.
2. Alternative Action - Alternative locations have been considered, however, they are not as accessible to the residents and/or centrally located. The location of the project adjacent to the paved road will enhance the experience of attending chapter function and receiving services, as well as prolong the life of vehicles.
3. Preferred Alternatives - The proposed location of the projects was selected based on proximity to the paved road and the housing tract for residents. The area has been inventoried for cultural resources. The Birdsprings Chapter supports the project as indicated by the Chapter Resolution to be found in Exhibit "B".

SECTION V. AFFECTED ENVIRONMENTAL CONDITIONS

A. LAND RESOURCES

1. Topographic Characteristics

The general topography of the project area is an alluvial plain with red/brown silty sand soil. The land slopes gently toward the Little Colorado River that flows from east to west about four (4) miles southwest and south of the project area. The elevation in the project area is 4760 feet above sea level. There is a housing tract about 60 feet west of the project boundary, and the area is much disturbed by human and animal traffic. There are two powerlines crossing the project area, one along the west boundary, and one diagonally from northwest to southeast.

2. Geology and Soil The alluvial, aeolian, and terrace deposits overlay the substrate of the Petrified Forest Member of the Chinle Formation that is Upper Triassic in age. The soils that overlay this formation often have high alkalinity and salinity. In the project area the soil is of alluvial and playa origin and vegetation is sparse. This area of the Painted Desert hydrogeologic subdivision receives a mean annual precipitation amount of 6.37 inches, and 5.4 inches of snowfall. The mean annual temperature is 54.0 °F. (Cooley, et al. 1969)

B. WATER RESOURCES

Surface water in the area is ephemeral, existing mostly in washes during periods of high run-off from thunderstorms and flash floods. No permanent water features were found within the project area. A sewer lagoon and a stock tank are the only areas marked on the National Wetlands Inventory maps within 1 mile of the project area. The lagoon will be utilized by the proposed Chapterhouse. The Little Colorado River runs west about 4 miles southwest of the project. There is an intermittent drainage originating from a highway culvert outside the east boundary of the project.

C. AIR RESOURCES

1. Quality

At the time of this assessment the air quality was judged excellent, although prevailing southwest and west winds can at times degrade the quality with airborne dust.

2. Visibility

During the survey the visibility from the project area was at least 50 miles. There were no factors noted within the immediate area that might influence visibility.

D. BIOTIC RESOURCES

1. Wildlife

a. (Terrestrial/Aquatic) During the field survey the following wildlife were identified: Three Townsend's Solitaire (*Myadestes townsendi*), and one Striped Whipsnake (*Masticophis taeniatus*).

b. (Threatened or Endangered Species) According to Navajo Fish and Wildlife Department, Natural Heritage Program, the following is known about Threatened or Endangered species in the project area: (See Exhibit "C")

Known to Occur: No Species are known to occur on the project site.

Known to Occur, Species of Cultural or Economic Significance

One species is known to occur within a 5 mile radius of the site:

1. Speotyto cunicularia hypugea (Western Burrowing Owl) None were observed during inventory, and no prairie dog towns were observed.

Potential to Occur, on 7.5 min. Quad

2. Antilocapra americana americana (pronghorn antelope)
3. Aquila chrysaetos (golden eagle)
4. Buteo regalis (ferruginous hawk)
5. Buteo swainsoni (Swainson's hawk)
6. Charadrius montanus (mountain plover)
7. Empidonax traillii extimus (southwestern willow flycatcher)
8. Mustela nigripes (black-footed ferret)

None were observed during inventory.

2. Vegetation

a/b/c. The vegetation on the project area is sparse and without much diversity. The dominant plants are shadscale and saltbush, probably due to the alkalinity of the soil. Many of the shrubs act as soil retainers, holding wind-borne sand around the roots and stems, creating "hummocks" around the larger shrubs. The following plants were noted within the project area:

Russian thistle (*Salsoia kali*)
Puncturevine (*Tribulus terrestris*)
Kochia (*Kochia scoparia*)
Greasewood (*Sarcobatus vermiculatus*)
Pigweed (*Amaranthus* spp.)
Shadscale (*Atriplex confertifolia*)
Globemallow (*Sphaeralcea* spp.)
Saltbush (*Atriplex canescens*)
Blue gamma grass (*Bouteloua gracilis*)

d. No known threatened and/or endangered species plants in any NESL categories were identified in the area during the survey.

3. Ecosystems/Biological Communities

Construction of a chapterhouse will not cause any loss of vegetation. If any growth is disturbed, the area should reseed naturally with plants similar to those lost and be available for grazing. The small unavoidable loss of invertebrates and other animals that are normally associated with earth moving activities will not be significant, therefore no adverse impacts are anticipated on the environment.

National Wetlands Inventory maps show only two areas are identified, the sewer lagoon to the southwest, and a stock tank to the north. Neither of these are within the project area (see Figure 3). Use of the lagoon by the chapter will not adversely impact the environment that exists.

WST-0-101

E. CULTURAL RESOURCES

According to the cultural resources inventory, and during the environmental assessment, the only noted cultural properties were various items of recent trash. No historic, archaeological or traditional cultural resources were found during the Cultural Resources Inventory conducted by Denise R. E. Copeland and Maxine Yazzie. Their report, titled "A Cultural Resources Inventory of the Proposed Birdsprings Chapter

Tract, Coconino County, Arizona DCD1-95-026" has been submitted to the Navajo Nation Historic Preservation Department for review and the resulting Compliance Form is attached in Exhibit A.

F. SOCIOECONOMIC CONDITIONS

1/2. Employment and Income/Trends

The quality of life will not change, but the construction of the chapterhouse may produce temporary employment in the community. The project will improve the resident's access to chapter activities and benefits due to the closer proximity to the paved highway (NR 15) and the housing tract that is adjacent.

3. Lifestyles and Cultural Values

The Birdsprings Chapter has an estimated population of 659 people. The major employer in the area is the Little Singer School, with a few people employed by the Transwestern Pipeline Station. A housing development is located in the Chapter, just west of the proposed chapter tract, and the remainder of the people live at homesites scattered throughout the chapter. Cultural values, traditional lifeways, are still practiced within the community in traditional songs and language, despite the encroachment of modern conveniences and practices (Re: Chapter Images, 1992 ed.).

4. Community Infrastructure

The Birdsprings Chapter is served by powerlines, telephones, and water systems in some areas. There is a sewer lagoon located southwest of the project area. Communication is by way of television and AM/FM radio stations, and newspapers. There are two paved highways through the chapter, Navajo Route 15, and State of Arizona Route 99. There are no commercial establishments within the chapter, the nearest gasoline/convenience store is in Leupp, about 15 miles west, and the major shopping area of Winslow is about 40 miles south (Re: Chapter Images, 1992 ed.).

G. RESOURCES/LAND USE PATTERNS, etc.

1. Hunting/Fishing/Gathering Hunting and Fishing are not available within the project area. Plant gathering may take place nearby, but the plant community on these 15 acres is not unique.
2. Timber Harvesting Not available or permitted in this area.
3. Agriculture Only appropriate grazing permittees graze livestock here.
4. Mining Not available in this area.
5. Outdoor Recreation No hiking trails or other evidence for outdoor recreation were noted in the survey.
- 6/7. Transportation and Land Use Plans The chapter tract may be subject to other construction projects in the future. Highway maintenance of Navajo Route 15 is a periodic activity.
8. Solid and Hazardous Waste Sites There are no solid or hazardous wastes on the project area. A solid waste transfer station is planned for the Leupp Chapter, 15 miles west.

SECTION VI. ENVIRONMENTAL CONSEQUENCES

1. Biotic Impacts

Construction of the chapterhouse will cause temporary loss of vegetation, which should reseed naturally with similar plants and again be available for grazing. The small unavoidable loss of invertebrates associated with earth disturbing activities will not be significant. No adverse impacts are anticipated on the environment.

2. Physical Impacts

The proposed construction of a chapterhouse will not significantly impact upon the topography and geology of the project area. There are no existing facilities or watersheds that will be hampered by construction.

3. Cumulative Impacts

Navajo cultural values, land use, and native plant life will not be impacted. The proposed project has been approved by the chapter by resolution. There may be positive long-term increase in use of chapter facilities and resident participation in community affairs due to better access to the chapterhouse. The proposed project area was surveyed for cultural resources by an archaeologist and a report submitted for compliance with federal, state, and tribal laws and codes (see Exhibit A).

SECTION VII. MITIGATING MEASURES

A. Biological Measures

The small unavoidable loss of invertebrates associated with earth disturbing activities will not be significant. No adverse impacts are anticipated on the environment. No further mitigation is necessary because of limited vegetation.

B. Physical Measures

No further mitigation is needed due to the non-existence of physical structures.

C. Cumulative Measures

All new structures will be designed to meet today's construction standards and environmental standards.

D. Pollution Measures

Noise and dust pollution will be temporary during construction. No further mitigation is necessary.

SECTION VIII. CONCLUSION/SUMMARY

A new chapterhouse is important to the continuing community government processes and functions. The need for a public meeting place and offices for the chapter officials to perform their duties is not currently being met in temporary quarters that are needed for other uses.

SECTION IX. CONSULTATION AND COORDINATION

Author/Consultant

Judith G. Touchette
Capital Improvement Department
P. O. Box 1510
Window Rock, AZ 86515

Concurrente

James Turquoise, ~~James~~ Director
Capital Improvement Department
P. O. Box 1510
Window Rock, Arizona 86515

Annette Nystedt, Data Manager,
Navajo Nation Natural Heritage Program
Fish and Wildlife Department
P. O. Box 9000
Window Rock, AZ 86515

Henry Moore, Jr.
Birdsprings Chapter Community Services Coordinator
Star Route HC61
Winslow, AZ 86047

Denise R. E. Copeland, Archaeologist III
Capital Improvement Department
P. O. Box 1510
Window Rock, AZ 86515

REFERENCES CITED

1. Chapter Images, 1992 Edition, Fall 1993. Navajo Nation Division of Community Development. Window Rock, Arizona
2. Cooley, M. E., J. W. Harshbarger, J. P. Akers, and W. F. Hardt. Regional Hydrogeology of the Navajo and Hopi Indian Reservations, Arizona, New Mexico, and Utah. Geological Survey Professional Paper 521-A, 1969. USGPO, Washington, D.C.
3. Nystedt, Annette, Data Manager, Natural Heritage Program, Navajo Fish and Wildlife Department, Memorandum of August 24, 1995.
4. Scott, Shirley L., editor. Field Guide to the Birds of North America. 2nd edition 1987, National Geographic Society, Washington D.C.
5. Stebbins, Robert C., A Field Guide to Western Reptiles and Amphibians, 2nd edition 1985, Houghton Mifflin Co., Boston
6. Whitson, Tom D., editor. Weeds of the West 1992. Western Society of Weed Science, Newark, CA

ATTACHMENTS

Figure 1 & 2	General and Specific Location of Project Area
Exhibit "A"	Cultural Compliance Form
Exhibit "B"	Birdsprings Chapter Resolution
Exhibit "C"	T & E Listing/T & E Biological Survey Report

FIGURES 1, 2, AND 3



Figure 1: General location of the project area. Map is after Chapter Images: 1992 Edition.

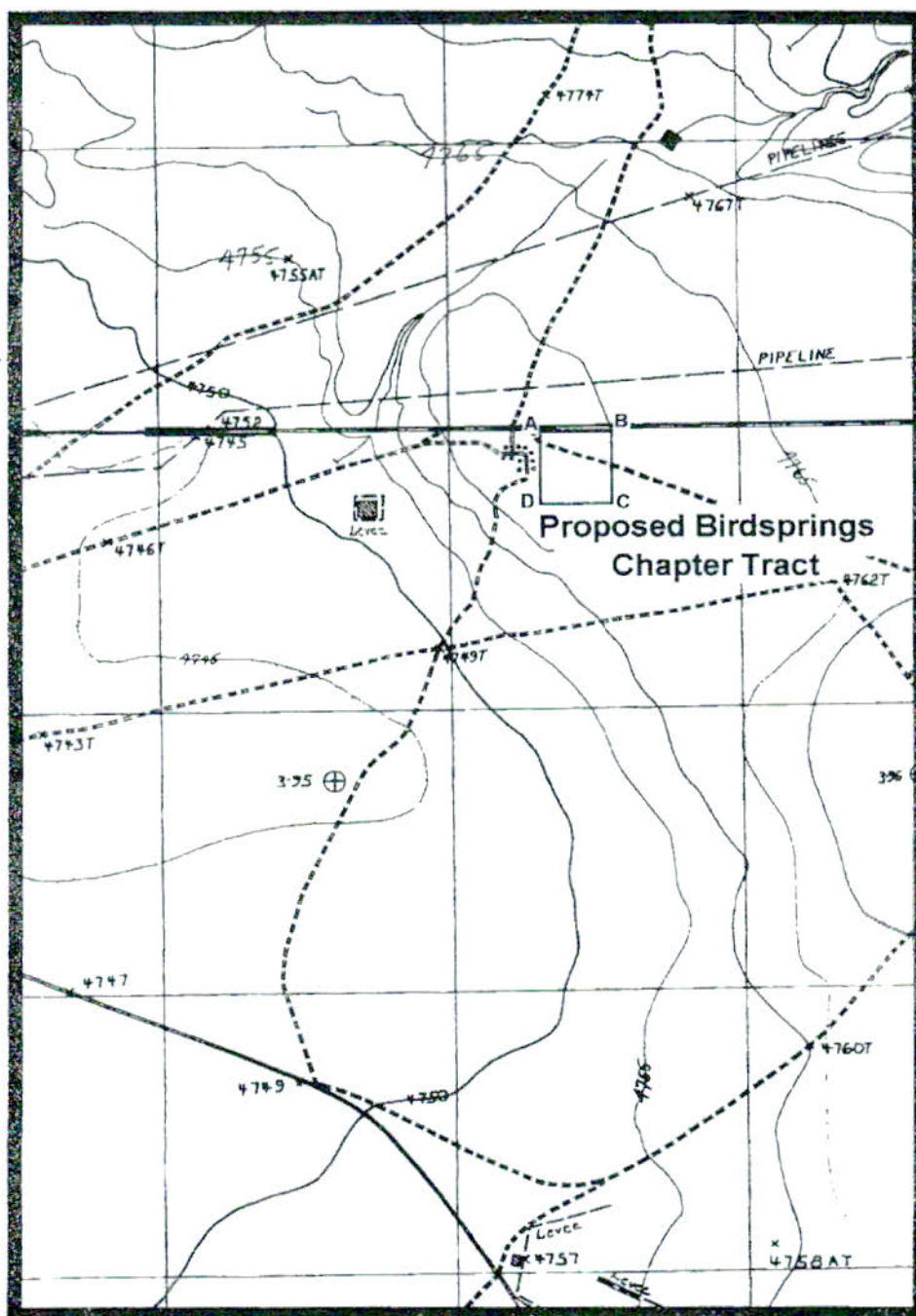


Figure 2: Specific location of the proposed Birdsprings Chapter Tract. Map is East of Old Luepp, Arizona Provisional Edition 1986. Letters are UTM Coordinate locations.

EXHIBIT A
Cultural Compliance Form

CULTURAL RESOURCES COMPLIANCE FORM
HISTORIC PRESERVATION DEPARTMENT
PO BOX 4950
WINDOW ROCK, ARIZONA 86515

ROUTING: COPIES TO

AZ SHPO
XX REAL PROPERTY MGT/330
XX DCD

NNHPD NO. HPD-96-102
OTHER PROJECT NO.
DCD1 95-026

PROJECT TITLE: A Cultural Resources Inventory of the Proposed Birdsprings Chapter Tract, Coconino County, Arizona

LEAD AGENCY: BIA/NAO

SPONSOR: Capital Improvement Department, PO Box 1510, Window Rock, AZ 86515, AND Birdsprings Chapter, Star Route
HC 61, Winslow, AZ 86047

PROJECT DESCRIPTION: The proposed undertaking will involve the construction of several municipal buildings and associated facilities within the 15 acre area. Ground disturbance will be intensive and extensive.

LAND STATUS: Tribal Trust Lands
CHAPTER: Birdsprings
LOCATION: T22N, R15E, Unplatted, Coconino County, Arizona

PROJECT ARCHAEOLOGIST: D.R.E. Copeland
NAVAJO ANTIQUITIES PERMIT NO.: NTC

DATE INSPECTED: April 20, 1995
DATE OF REPORT: November 28, 1995
TOTAL ACREAGE INSPECTED: 15.0

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart

LIST OF CULTURAL RESOURCES FOUND: None
LIST OF ELIGIBLE PROPERTIES: None
LIST OF NON-ELIGIBLE PROPERTIES: None
LIST OF ARCHAEOLOGICAL RESOURCES: None

EFFECT/CONDITIONS OF COMPLIANCE: No properties were located. Pursuant to 36 CFR 800.4(d), a copy of this form and the report has been provided to the SHPO notifying them that no properties were found.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified at (520) 871-7132.

FORM PREPARED BY: RICHARD M. BEGAY
FINALIZED: February 15, 1996

Notification to
Proceed Recommended:
Conditions:

Yes XX No
Yes No XX Alan S. Downer
Navajo Nation Historic Preservation Officer
2/17/96
Date

Agency Approval:

Yes ✓ No W. J. Sandberg 2/21/96
Area Director Date

HPD-96-102

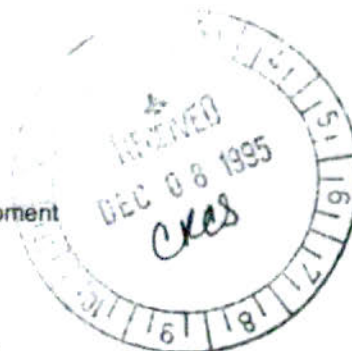
**A CULTURAL RESOURCES INVENTORY OF THE PROPOSED
BIRDSPRINGS CHAPTER TRACT, COCONINO COUNTY, ARIZONA**

DCD1 95-026

November 28, 1995

Prepared by

Denise R.E. Copeland, M.A.
Capital Improvement Department
Navajo Nation Division of Community Development
(505) 369-1059



Submitted by

Mr. James D. Atcity, Executive Director
Navajo Nation Division of Community Development
P.O. Box 1896
Window Rock, Arizona 86515

Submitted to

Navajo Nation Historic Preservation Officer
Historic Preservation Department
Cultural Resource Compliance Section
Navajo Nation Division of Resources
P.O. Box 4950
Window Rock, Arizona 86515

Prepared for

Capital Improvement Department
Navajo Nation Division of Community Development
P.O. Box 1510
Window Rock, Arizona 86515

and

Birdsprings Chapter
Star Route HC 61
Winslow, Arizona 86047

Navajo Nation Authorization: Tribal Code

ABSTRACT

A CULTURAL RESOURCES INVENTORY OF THE PROPOSED BIRDSPRINGS CHAPTER TRACT, COCONINO COUNTY, ARIZONA

DCD1 95-026

On behalf of Birdsprings Chapter and the Capital Improvement Department, Navajo Nation Division of Community Development, a cultural resources inventory has been completed for the withdrawal of a new chapter tract and the construction of various buildings and associated utilities within the new chapter tract. The proposed undertaking consists of the scraping and leveling of the new proposed chapter tract for the construction of a chapter house, a senior center with a 20 care unit, a headstart with a playground, a wellness/fitness center (gym), a transfer station, a vendor's village, all associated parking lots and the placement of utilities.

The fieldwork was conducted by Denise R. E. Copeland and Maxine L. Yazzie of the Capital Improvement Department on April 20, 1995. The project area is located within the Birdsprings Chapter, in an unplatted portion of T 22 N, R 15 E; GSRM; Coconino County, Arizona. Approximately 15.00 ac (6.07 ha) of land was inspected.

No historic properties were found, approval of the project is recommended.

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INTRODUCTION

On behalf of Birdsprings Chapter, and the Capital Improvement Department of the Navajo Nation Division of Community Development, a cultural resource inventory of the the new Birdsprings Chapter Tract has been completed. The fieldwork was conducted by Denise R. E. Copeland and Maxine L. Yazzie of the Capital Improvement Department on April 20, 1995.

DESCRIPTION OF UNDERTAKING

The proposed undertaking consists of the scraping and leveling of the new proposed chapter tract for the construction of a chapter house, a senior center with a 20 care unit, a headstart with a playground, a wellness/fitness center (gym), a transfer station, a vendor's village, all associated parking lots and the placement of utilities.

PROJECT LOCATION

The chapter tract is located within the Birdsprings Chapter of the BIA Western Agency in Coconino County, Arizona in the Navajo Indian Reservation (Figure 1). The specific location of the chapter tract is depicted on the East of Old Luepp, Arizona USGS quad map (Figure 2). The legal location is an unplatted portion of T 22 N, R 15 E; GSRM. The land status of the project area is Tribal Trust. UTM's coordinates are listed in Table 1.

TABLE 1
UTM Coordinates for the Birdsprings Chapter Tract
(Zone 12)

Point	Location	Northing	Easting
A	Northwest Corner:	39 06 820 m,	5 21 500 m
B	Northeast Corner:	39 06 540 m,	5 21 500 m
C	Southeastn Corner:	39 06 560 m,	5 21 280 m
D	Southwest Corner:	39 06 820 m,	5 21 300 m

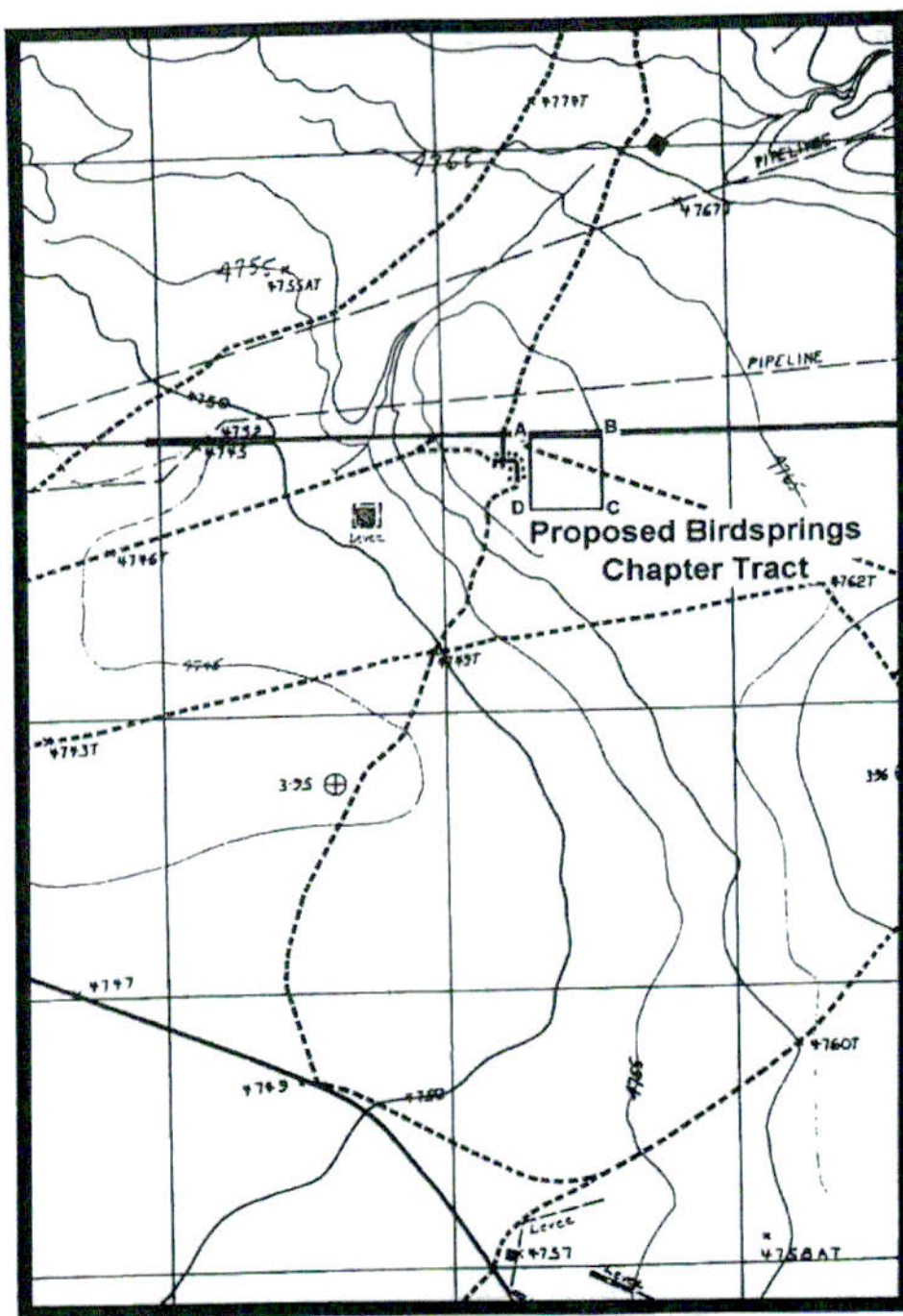
AREA ENVIRONMENTAL AND CULTURAL SETTING

The project area is located on a alluvial plain of red/brown silty soil. The land slopes gently toward the Little Colorado River which flows from east to west about 4 miles southwest of the project area. The elevation of the project area is 4760 ft/1451 m above sea level.

Surface water in the area is ephemeral, existing mostly in washes during periods of high run-off from thunderstorms and flash floods. No permanent water is located within the project area. There is a intermmittent drainage originating from a highway culvert east



Figure 1: General location of the project area. Map is after Chapter Images: 1992 Edition.



of the project boundary. Vegetation in the project area include: blue grama, four-winged saltbush, globemallow, greasewood, kochia, pigweed, puncturevine, Russian thistle, shadscale and various grasses.

The general area of the Birdsprings Chapter is characterized by a rural Navajo settlement system comprised of single and multiple home clusters. A paved road, Navajo Route 15, runs just north of the chapter. Numerous dirt roads crisscross the project area.

EXISTING DATA REVIEW

As part of this project, the archival data of the Navajo Nation Historic Preservation Department (NNHPD) in Window Rock were consulted. Two previously completed projects and three previously recorded sites have been documented within 1 km (.6 mi) of this project. These projects and sites are listed in Table 2.

TABLE 2
Previous Projects and Recorded Sites Within 1 km of the Project Area

HPD #	Undertaking Description	Sites
86-388	Sewerline	0
93-028	Telephone Cable*	0

* = Documents only the sites within 1 km of project area.

The following sources were reviewed for information on Traditional Cultural Properties in the general area, Navajo Indians III (Van Valkenburgh 1974) and Dine Bikeyah (Van Valkenburgh 1941). No known Traditional Cultural Properties were identified within the project area by these sources.

FIELD METHODS

The fieldwork was completed by Denise R. E. Copeland and Maxine L. Yazzie of the Capital Improvement Department on April 20, 1995. Mr. Henry Moore Jr., the Chapter Community Service Coordinator, and Mr. Leonard Curtis, Chapter President showed the author the project area. The area was marked by flagging tape and lath by the Window Rock Office of Navajo Land Department. The project area was investigated using a Class III (100%) level pedestrian survey strategy utilizing parallel transects spaced about 15 meters apart. The tract consists of 15.0 ac (6.07 ha), all of which was inspected by this inventory.

Data about Traditional Cultural Properties in the project area were collected by the author from Mr. Henry Moore Jr., the Chapter Community Service Coordinator, and Mr. Leonard Curtis, Chapter President and Ms. Vida Charley, Grazing Permittee, on April 20, 1995. No Traditional Cultural Properties were identified in or around the project area.

Resource Definitions

The following describe the NNAD working definitions for cultural resources.

Isolated Occurrence: Any non-structural remains of a single event; alternatively, any non-structural assemblage of approximately 10 or fewer artifacts or other material within an area of approximately 10 square meters or less, especially if it is of questionable human origin, if it appears to be the result of fortuitous causes, or if it lacks integrity (1991b). Rock art, burials, sacred places, and formal features are not recorded as isolated occurrences.

Traditional Cultural Properties: This include both places with material remains and places that lack the evidence of human use that would qualify them as archaeological sites, historic properties, or graves (NNHPD 1991a). Traditional Cultural Properties with material remains may include, but are not limited to, sites that may have been blessed and where ceremonies may have occurred, such as those with hogans, houses, sweathouses, game corrals (needzii'), eagle traps and so forth; other sites where ceremonies and rituals occurred (if evidence of such use, such as, the remains of ceremonial structures, are visible); trail shrines; rock art; and both marked and unmarked graves (NNHPD 1991a). Such places that lack clear evidence of human use include, but are not limited to, the following types: places for gathering plants for use in ceremonies and other traditional purposes; places for gathering minerals for other traditional purposes; places for gathering contents of sacred bundles; places for gathering other materials for ceremonial and other traditional purposes; prayer-offering places; places associated with the general Navajo origin story; places associated with origin stories of particular ceremonies; places associated with the origin of a clan; places associated with the origin of a Navajo custom; places identified as the home of a Holy Being such Wind, Lightening, Big Snake; location of echoes (Talking Rocks, which convey human words to the Holy People); natural discoloration of rock that has some kind of supernatural event power; and places that have a part in the life-cycle rituals of individuals (such as the spot where a newborn baby's umbilical cord is placed). Many of these sorts of places are features of the natural landscape, such as mountains, hills, rock outcrops, springs, and individual trees (NNHPD 1991a).

Site: The location of an event, belief, or activity, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historic, archaeological, or traditional cultural value regardless of the value of any existing structure. Note: does not include isolated historic trash dumps less than ten to twenty years old.

CULTURAL RESOURCES

Scattered recent road trash was found on the north side and scattered recent domestic trash was found on the west side of the new chapter tract. No other resources were found.

EVALUATION OF SIGNIFICANCE

The recent trash found within the proposed chapter tract does not meet the 50 year guideline for inclusion into the National Register of Historic Places. No historic properties were located within the project area.

MANAGEMENT RECOMMENDATIONS

No historic properties were located within the project area and approval of this undertaking is recommended with the following general recommendations. If any previously undetected cultural resources are discovered during the undertaking (e.g., pottery, bone, stone tools), all activity should cease in that area and the Navajo Nation Historic Preservation Officer (520 871-7132) should be immediately notified. Upon inspection of the remains, direction on how to proceed will be given pursuant to 36 CFR 800.11. Any future development within the chapter tract will require compliance with Section 106 of the National Historic Preservation Act.

REFERENCES CITED

Michalik, Laura

- 1993 An Archaeological Clearance Survey of a Proposed Underground and Aerial Telephone Cable Right-of-Way along Bureau of Indian Affairs Road N-15 between Leupp and Birdsprings for Navajo Communications Company, Inc., Coconino County, Arizona. Manuscript on file at Navajo Nation Historic Preservation Department, Window Rock, New Mexico. File No. 93-028.

Navajo Nation Historic Preservation Department

- 1991a Navajo Nation Policy to Protect Traditional Cultural Properties (1/24/91). Manuscript on file at Navajo Nation Historic Preservation Department, Window Rock, New Mexico.
- 1991b Interim Fieldwork and Report Standards Guidelines, Navajo Nation Historic Preservation Department (8/1/91). Manuscript on file at Navajo Nation Historic Preservation Department, Window Rock, New Mexico.

Simplicio, Dan

- 1986 An Archaeological Survey of A Proposed 550 ft. Long Sewerline Near Bird Springs, Arizona. Manuscript on file at Navajo Nation Historic Preservation Department, Window Rock, New Mexico. File No. 86-388

Van Valkenburgh, Richard F.

- 1941 Dine Bikeyah, U.S. Department of the Interior, U.S. Indian Service, Navajo Agency, Window Rock, New Mexico.
- 1974 Navajo Sacred Places, ed. by Clyde Kluckhohn. In Navajo Indians III, Garland Publishing, New York.

EXHIBIT C

**T & E Listing/T & E Biological Survey Report
and
National Wetlands Inventory Map**



THE NAVAJO NATION

ALBERT A. HALE
PRESIDENT

THOMAS E. ATCITTY
VICE PRESIDENT

MEMORANDUM

TO: Judith G. Touchette, Archaeologist
Environmental Services Section
Western Area
Capital Improvement Department

FROM: Annette Nystedt
Annette Nystedt, Data Manager
Natural Heritage Program
Fish & Wildlife Department

DATE: 24 August 1995

SUBJECT: BIRDSPRINGS CHAPTER TRACT: 15 ACRES AT UTM COORDINATES
3906900m.N., 521400m.E.

The following information on species of concern is provided in response to your 21 August 1995 request concerning the subject project. "Species of concern" include protected, rare, and certain native species, as well as species of economic or cultural significance.

For each species, the following tribal and federal statuses are indicated: Navajo Endangered Species List (NESL), federal Endangered Species Act (ESA), federal Migratory Bird Treaty Act (MBTA), and federal Eagle Protection Act (EPA). Information is not provided on state status. No legal protection is afforded species with only ESA candidate or NESL group 4 status. (ESA candidate 2 and NESL group 4 species are only included in responses on an irregular basis at this time). Please be aware of these lower-priority species during surveys and inform the Navajo Fish and Wildlife Department (NFWF) of observations. Documentation that these species are more numerous or widespread than currently known contributes to ensuring that they will not be uplisted in the future. Please refer to the NESL for a list of group 4 species; contact me if you need a copy.

No species are **known** to occur on the project site. Species **known** to occur within a five-mile radius of the site include:

1. Speotyto cunicularia hypugea (western burrowing owl); NESL group 4; ESA category 2 candidate; MBTA. Known from about 4 miles southeast of the project site.

Additional species with potential to occur on the 7.5-minute quadrangle (East of Old Leupp) containing the project boundaries include:

2. Antilocapra americana americana (pronghorn); NESL group 3.
3. Aquila chrysaetos (golden eagle); NESL group 3; MBTA; BPA.
4. Buteo regalis (ferruginous hawk); NESL group 3; ESA category 2 candidate; MBTA.
5. Buteo swainsoni (Swainson's hawk); NESL group 2; ESA category 3C; MBTA.
6. Charadrius montanus (mountain plover); NESL group 4; ESA category 1 candidate; MBTA.
7. Empidonax traillii extimus (southwestern willow flycatcher); NESL group 3; ESA endangered; MBTA.
8. Mustela nigripes (black-footed ferret); NESL group 2; ESA endangered. Potential should be evaluated if prairie-dog towns of sufficient size (per Navajo Fish & Wildlife Department guidelines) occur in the project area.

Your project biologist should have the expertise to determine which of the species listed above have the potential to occur at the project site.

The U.S. Fish & Wildlife Service's National Wetlands Inventory (NWI) maps must be examined to determine whether areas classified as wetlands are present on or near the project site. In cases where the maps are inconclusive (e.g., due to their small scale), field surveys must be completed. When wetlands are present, potential impacts must be addressed in an environmental assessment and the Army Corps of Engineers, Phoenix office, must be contacted. NWI maps are available for examination at the NFWD's Natural Heritage Program office, or may be purchased through the U.S. Geological Survey (order forms are available through the Natural Heritage Program). The Natural Heritage Program has complete coverage of the Navajo Nation, excluding Utah, at 1:100,000 scale; and coverage at 1:24,000 scale in the southwestern portion of the Navajo Nation.

Surveys should be conducted during the appropriate season for the species listed above. Surveyors on the Navajo Nation must be permitted by the Director, NFWD. Contact Jeff Cole at extension 7068 for permitting procedures. Questions pertaining to surveys should be directed to the NFWD Botanist (Bill Hevron) for plants at ext. 7639, and Zoologist (David Mikesic) for animals at ext. 7638.

The information in this report was identified by the NFWD's biologists and computerized database, and is based on current data. It should not be regarded as the final statement on the occurrence of any species of concern, nor should it substitute for on-site surveys for these species. Also, because the NFWD's information is continually updated, any given information response is only wholly appropriate for its

respective request.

If you have any questions I may be reached at extension 7603.

C O N C U R R E N C E

Benallie, Sr.
Larry Benallie, Sr., Director
Navajo Fish and Wildlife Department

xc: file/chrono

United States Environmental Protection Agency
Designated Sole Source Aquifers
In
EPA Region IX



Source Water Protection

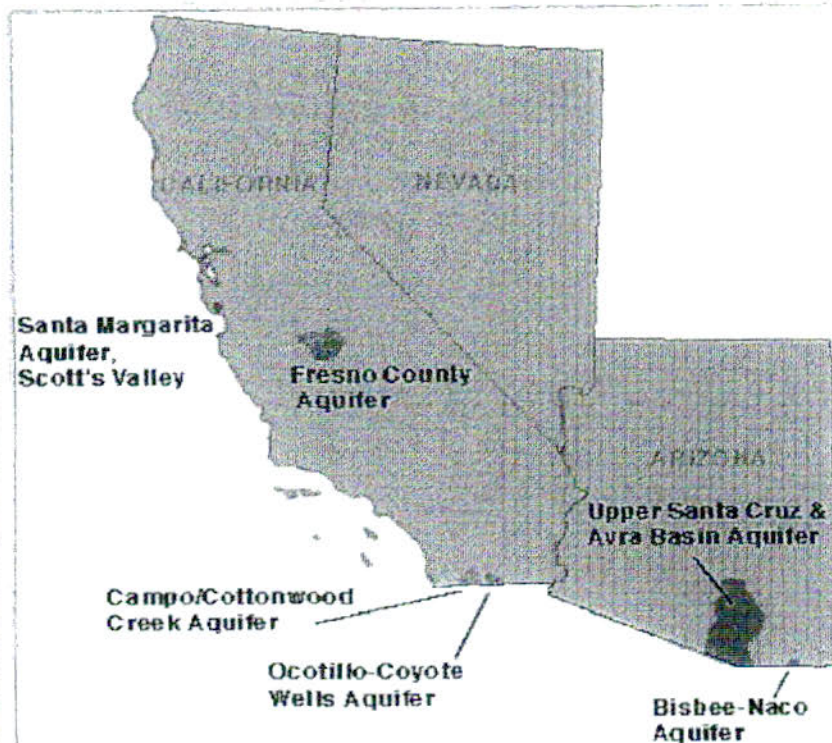
[Recent Additions](#) | [Contact Us](#) | [Print Version](#) Search:

[EPA Home](#) > [Water](#) > [Ground Water & Drinking Water](#) > [Source Water Protection](#) > Designated Sole Source Aquifers in EPA Region IX

Source Water
Home
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Assessment
Protection
Efforts
Contacts
Web Guide
Groundwater
Contamination
Prevention
Strategy
OGWDW
Home

Designated Sole Source Aquifers in EPA Region IX

Arizona, California, Hawaii, Nevada, Guam, and American Samoa



Hillary Hecht
EPA Region 9
Ground Water Office,
WTR-9
75 Hawthorne Street
San Francisco, CA
94105
phone: (415) 972-3530
e-mail:
hecht.hillary@epa.gov

The 9 designated Sole source aquifers in Region IX are listed below. Contact the coordinator above for more information.

National Wild and Scenic River System
Wild and Scenic Rivers, By State



Wild & Scenic Rivers -- By State

"... the time has also come to identify and preserve free-flowing stretches of our great rivers before growth and development make the beauty of the unspoiled waterway a memory." -- President Lyndon Johnson

[About Wild and Scenic Rivers](#)

[Wild and Scenic Rivers](#)
[Study Rivers](#)
[Guidelines](#)
[Site Index](#)
[Agencies](#)
[WSR Act](#)
[NRI](#)

- | | | |
|---|--|---|
| <ul style="list-style-type: none">• Alabama• Alaska• Arizona• Arkansas• California• Colorado• Connecticut• Delaware / Pennsylvania• Florida• Georgia / Carolinas• Idaho• Idaho / Oregon• Illinois | <ul style="list-style-type: none">• Kentucky• Louisiana• Maine• Massachusetts• Michigan• Minnesota / Wisconsin• Mississippi• Missouri• Montana• Nebraska• Nebraska / South Dakota• New Hampshire• New Jersey | <ul style="list-style-type: none">• New Jersey / Pennsylvania• New Mexico• New York / Pennsylvania• North Carolina• Ohio• Oregon• Pennsylvania• Tennessee• Texas• Washington• West Virginia• Wisconsin• Wyoming |
|---|--|---|

Questions?

Managing Agencies

- ACOE = [Army Corps of Engineers](#)
- BLM = [Bureau of Land Management](#) -- [BLM Rivers](#)
- NPS = [National Park Service](#)
- USFS = [U.S. Forest Service](#)
- USFWS = [U.S. Fish & Wildlife Service](#)
- Various states

Multiple listings of some rivers indicate more than one segment of the river is designated. Some rivers also have tributaries designated.

Arizona

- [Verde, USFS](#)

New Mexico

- [Jemez \(East Fork\), USFS](#)
- [Pecos, USFS](#)
- [Rio Chama, BLM/USFS](#) -- [Boating the Rio Chama](#)
- [Rio Grande, BLM/USFS](#) -- [Boating the Rio Grande](#)

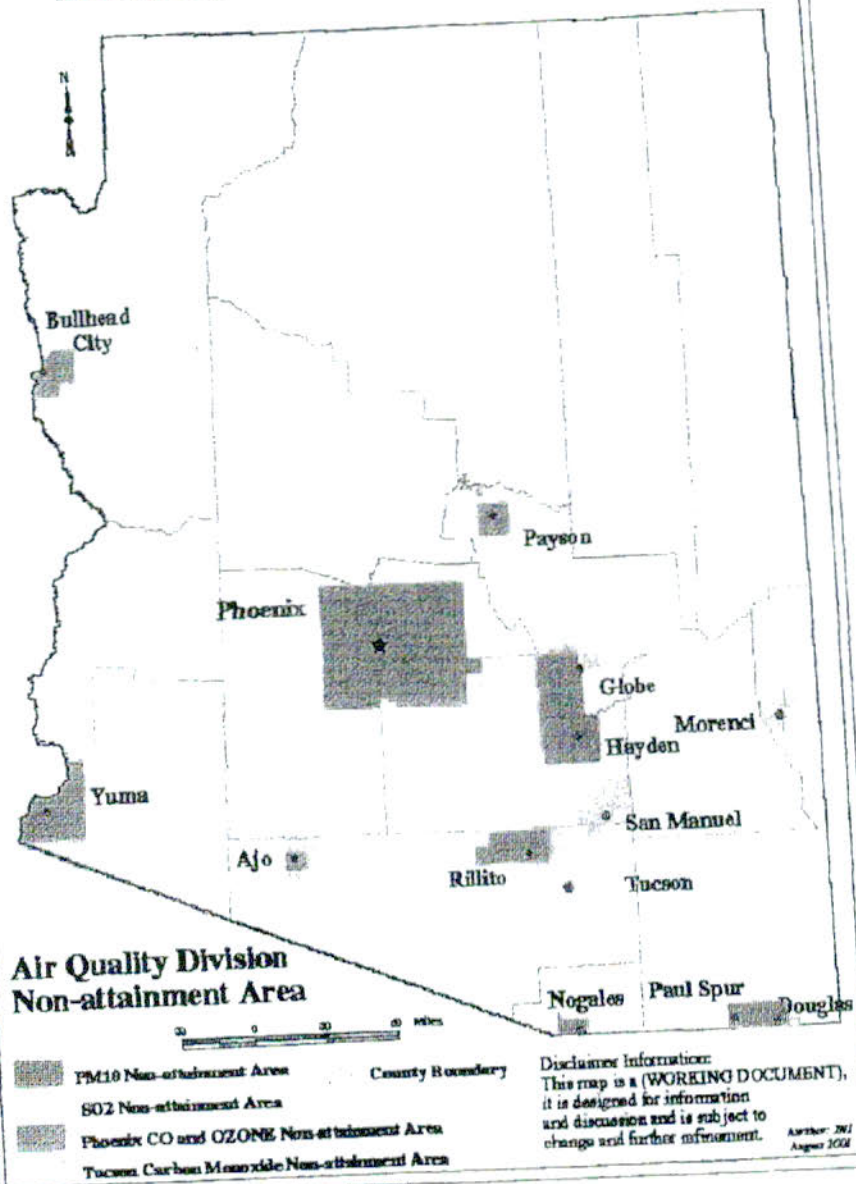
Last Updated: Thursday, 18-Jul-02 16:59:20

<http://www.nps.gov/rivers/wildriverslist.html>

Appendix D

Arizona Department of Environmental Quality
Air Quality Division
Non-attainment Areas

Arizona Department Of Environmental Quality



Appendix E

Navajo Tribal Utility Authority Letter of Utility Availability



NAVAJO TRIBAL UTILITY AUTHORITY
AN ENTERPRISE OF THE NAVAJO NATION

April 18, 2002

Mr. Ronald White
Tolchii'Koooh, Inc.
HC - 61 Box 300
Winslow, Arizona 86047

Dear Mr. White,

As you have requested, Dilkon N.T.U.A. is pleased to inform of the utilities that are on site for Birdsprings area, the future site for the Elderly Group Home:

1. Electricity - We do have single phase power line providing power to his community.
2. Water - This community also has water lines available for your tie in. We do have three wells in Leupp to provide source of water to this community.
3. Sewer - We do have a two-cell lagoon for this area as well.

Please, if you have any questions or need more assistance, do not hesitate to call us at (928) 657-3258 or 3259, I can also be reached by e-mail at jpauljr@ntua.com

Sincerely,

Justin Paul, Jr., Manager
Dilkon District
Navajo Tribal Utility Authority



Hooghan—Center of Family Growth, Strength and Beauty NAVAJO HOUSING AUTHORITY

October 12, 2018

Robert Allan, Principal Attorney
Division of Natural Resources
P.O. Box 9000
Window Rock, Arizona 86515

RE: Response to EOR# 10896 – Request for Biological Resources Compliance Form (BRCF)
for Birdsprings Group Home in Birdsprings, Coconino County, Arizona

Dear Mr. Allan,

On August 23, 2018, I wrote a letter stating that NHA is conducting a re-evaluation of environmental document, see attachment. In the letter, the expanded scope of work includes renovation activities of the building and improvements to the utilities and facilities i.e. parking areas, electrical, sewer and water.

I did not mention in the consultation letter of NHA's intent to withdraw four acres of land within the Birdsprings 15-Acre Chapter Tract. Since then, I have submitted a revised letter to Pamela Kyselka, Environmental Review, Navajo Nation Fish & Wildlife that I need to include the withdraw of the four acres.

In the meantime, I do have a Biological Resources Compliance Form dated September 10, 2018 and signed by Gloria Tom, Director of the Navajo Nation Department Fish & Wildlife for renovation, see attachment. If this BRCF suffices, then please let me know. I can be reached by phone at (928) 729-6612 or by email at tcmorris@hooghan.org.

Sincerely,

A handwritten signature in blue ink that reads 'Thomascita Morris'.

Thomascita Morris, Compliance Coordinator
Environmental Clearance Program
Operations Branch
Navajo Housing Authority
P.O. Box 1579
Window Rock, Arizona 86515



cc: Ted Jensen, Development Manager, Grants Management Department
File

NHA Hooghan—Center of Family Growth, Strength and Beauty NAVAJO HOUSING AUTHORITY

August 23, 2018

Pamela A. Kyselka, Environmental Reviewer
Navajo Nation Department of Fish and Wildlife
Natural Heritage Program
PO Box 1480
Window Rock, AZ 86515

**Re: Re-evaluation of the NEPA Environmental Document for One Building at
Birdsprings, Coconino County, AZ**

Dear Ms. Kyselka:

As mentioned in the Resolution of the Resources Committee of the Navajo Nation Council (RCMA-34-03) under Exceptions, project activities within a previously withdrawn area do not require a Biological Evaluation Report. Navajo Housing Authority is conducting a re-evaluation of original environmental findings pursuant to the National Environmental Policy Act (NEPA). The purpose of this scoping letter is to provide your office with project-specific information, and to obtain concurrence with our determination that the project will have no effect on Threatened & Endangered Species.

Approval of the undertaking will result in determining if the original findings are still valid. In the original scope of work, the proposal will provide ten units for elderly Navajos, 60 years and older. Now, NHA is proposing to expand the scope of work to include renovation activities of the building, and improvements to the utilities and facilities i.e. parking area, electrical, sewer and water. Ground disturbing activities will be intensive. The following table contains information on the project:

Project	Quad Map with Legal Location (GSRPM)	UTM (NAD 83) Center Point of Project	Project (ac)
Birdsprings Elderly Group Home & Senior Citizens Center	East of Old Leupp, AZ, Sec-17 122N R15E GSRPM 20	0521449E 3906991N	±4

If you have any questions concerning the proposed project or if you need any further information, please do not hesitate to call me at (928) 729-6612.

Sincerely,



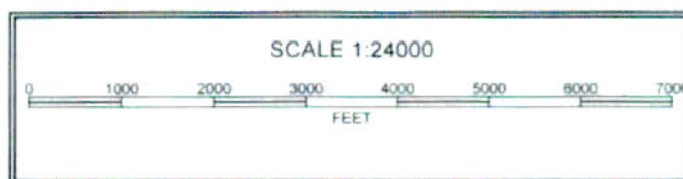
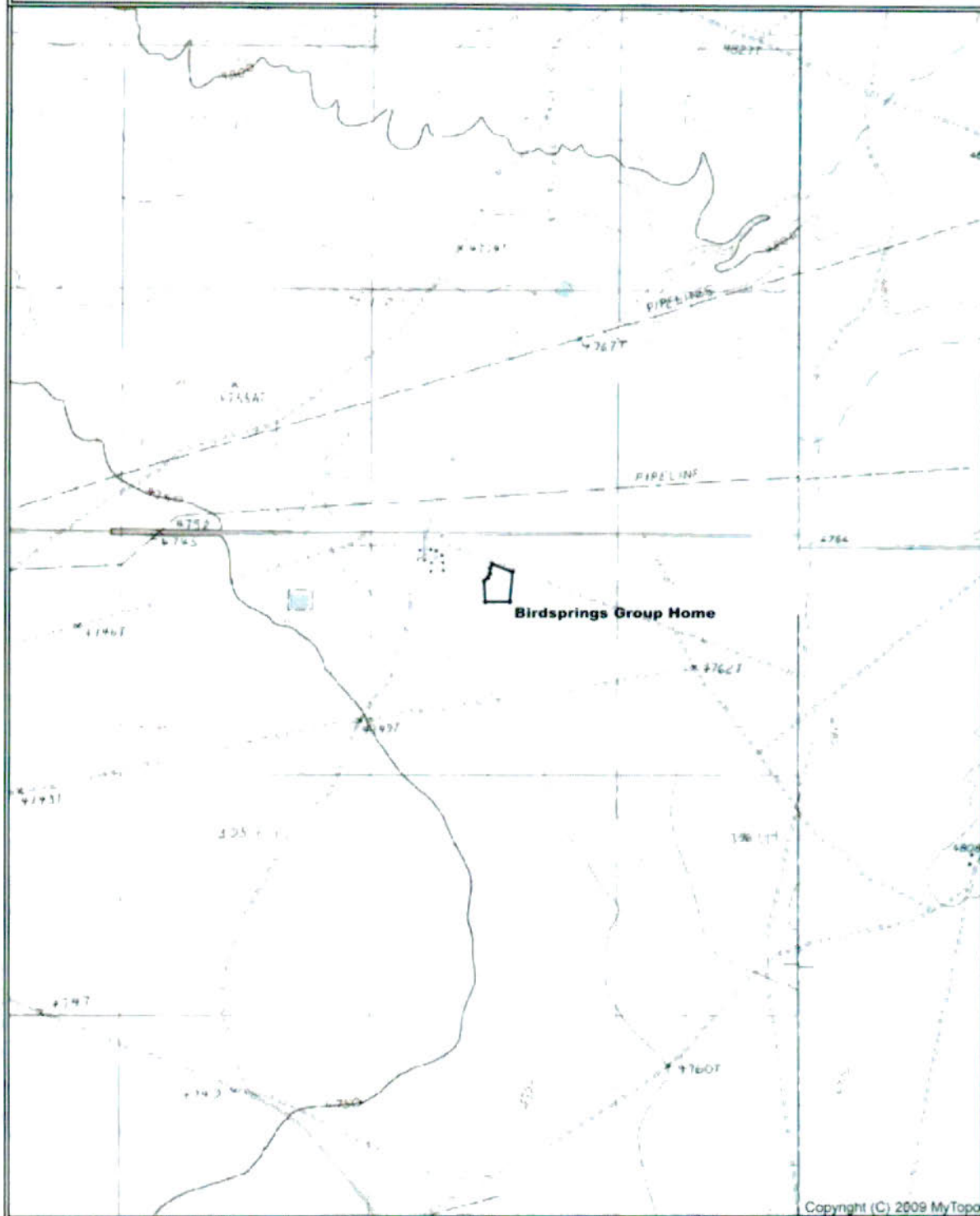
Thomascita Morris, Compliance Coordinator
NHA- Operations Branch/Environmental Clearance Program
PO BOX 1579
Fort Defiance, AZ 86504

CONCURRENCE:

Gloria Tom, Director
Navajo Nation Fish & Wildlife Department

Attachment: Project Map

Map Name: EAST OF OLD LEUP | Scale: 1 inch = 2,000 ft. | Horizontal Datum: NAD83
Print Date: 10/09/18 | Map Center: 12 0521442 E 39070



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.: Birdsprings Elderly Group Home & Senior Citizens Center

DESCRIPTION: NHA proposes to renovate the building and upgrade the utilities and facilities, i.e. parking area, electrical, sewer, and water.

LOCATION: 521449E 3906991N (NAD83), Birdsprings, Coconino County, Arizona

REPRESENTATIVE: Thomasita Morris, Compliance Coordinator, Navajo Housing Authority

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: Request for review and concurrence/23 AUG 2018/Thomasita Morris

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/10 SEP 2018

COPIES TO: (add categories as necessary)



2 NTC § 164 Recommendation:

Signature

Date

- ☒ Approval
- ☐ Conditional Approval (with memo)
- ☐ Disapproval (with memo)
- ☐ Categorical Exclusion (with request letter)
- ☐ None (with memo)

Gloria M. Tom

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

9/10/18

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

CULTURAL RESOURCES INVENTORY DETERMINATION FORM

SPONSOR: Nellie Gilmore

NNHPD NO.: HPD-96-102

ADDRESS: PO Box 4980

PROJECT NO.: DCD1 95-026

Window Rock, Arizona 86515

UNDERTAKING: MASTER LEASE

REPORT TITLE: A Cultural Resources Inventory of the Proposed Birdsprings Chapter Tract, Coconino County, Arizona

NAVAJO NATION HISTORIC PRESERVATION DEPARTMENT RECOMMENDATIONS:

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



THE PROPOSED PROJECT IS LOCATED WITHIN AN AREA THAT HAS BEEN PREVIOUSLY INVENTORIED FOR CULTURAL RESOURCES AND DOCUMENTED IN THE NNHPD REPORT LISTED ABOVE. THE PREVIOUS ARCHAEOLOGICAL INVENTORY 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).

ATTACHMENT A (CRCF/HPD-96-102) NHA is proposing to withdraw 4.0-Acres land within the Birdsprings 15.0-Acre Chapter Tract. The area was surveyed in 1995 by Division of Community Development.

ATTACHMENT B (Project Location)

ATTACHMENT C (Resolutions)

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



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



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



Other:

Reviewed/Prepared by: Tamara Billie, Senior Archaeologist

Date: Monday, September 24, 2018

NOTIFICATION TO PROCEED IS RECOMMENDED:

YES ☒ NO ☐

DATE: 9/24/18

Richard M. Begay, Dept. Mgr.,/THPO
Navajo Nation Historic Preservation Department

NAVAJO REGIONAL APPROVAL:

YES ☒ NO ☐

Bureau of Indian Affairs, Navajo Area Office

DATE: 10-3-18

Acting REGIONAL DIRECTOR, NAVAJO

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

File
3-39-91
Ed.

CULTURAL RESOURCES COMPLIANCE FORM
HISTORIC PRESERVATION DEPARTMENT
PO BOX 4950
WINDOW ROCK, ARIZONA 86515

ROUTING: COPIES TO

AZ SHPO
XX REAL PROPERTY MGT/330
XX DCD

NNHPD NO. HPD-96-102

OTHER PROJECT NO.
DCD1 95-026

PROJECT TITLE: A Cultural Resources Inventory of the Proposed Birdsprings Chapter Tract, Coconino County, Arizona

LEAD AGENCY: BIA/NAO

SPONSOR: Capital Improvement Department, PO Box 1510, Window Rock, AZ 86515, AND Birdsprings Chapter, Star Route HC 61, Winslow, AZ 86047

PROJECT DESCRIPTION: The proposed undertaking will involve the construction of several municipal buildings and associated facilities within the 15 acre area. Ground disturbance will be intensive and extensive.

LAND STATUS: Tribal Trust Lands

CHAPTER: Birdsprings

LOCATION: T22N, R15E, Unplatted. Coconino County, Arizona

PROJECT ARCHAEOLOGIST: D.R.E. Copeland

NAVAJO ANTIQUITIES PERMIT NO.: NTC

DATE INSPECTED: April 20, 1995

DATE OF REPORT: November 28, 1995

TOTAL ACREAGE INSPECTED: 15.0

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart

LIST OF CULTURAL RESOURCES FOUND: None

LIST OF ELIGIBLE PROPERTIES: None

LIST OF NON-ELIGIBLE PROPERTIES: None

LIST OF ARCHAEOLOGICAL RESOURCES: None

EFFECT/CONDITIONS OF COMPLIANCE: No properties were located. Pursuant to 36 CFR 800.4(d), a copy of this form and the report has been provided to the SHPO notifying them that no properties were found.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified at (520) 871-7132.

FORM PREPARED BY: RICHARD M. BEGAY

FINALIZED: February 15, 1996

Notification to

Proceed Recommended:

Conditions:

Yes XX No
Yes No XX Alan S. Downer
Navajo Nation Historic Preservation Officer
2/17/96
Date

Agency Approval:

Yes ✓ No W. J. [Signature] 2/21/96
Area Director Date

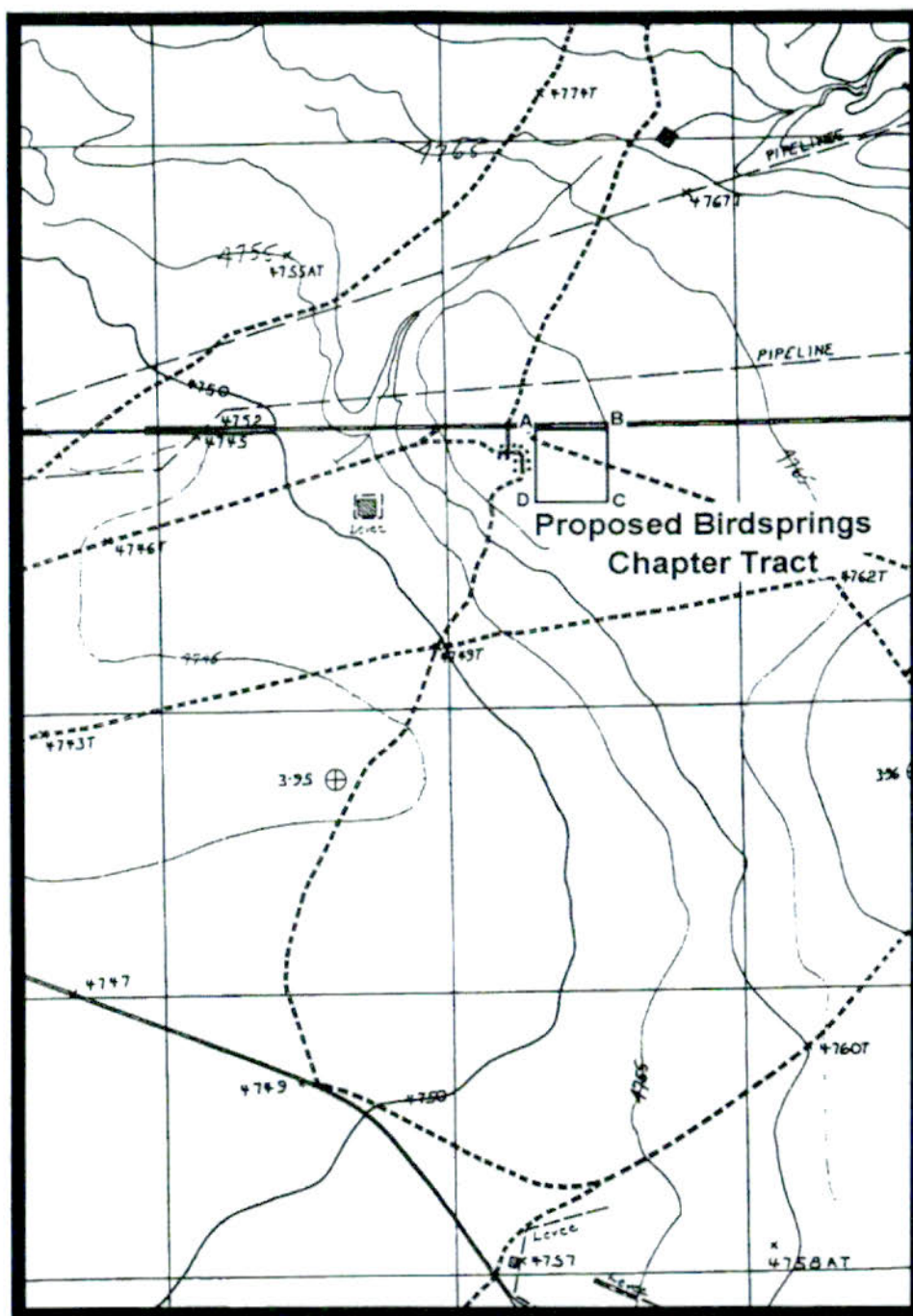


Figure 2: Specific location of the proposed Birdsprings Chapter Tract. Map is East of Old Luepp, Arizona Provisional Edition 1986. Letters are UTM coordinate locations.



THE NAVAJO NATION
ENVIRONMENTAL PROTECTION AGENCY

Public Water Systems Supervision Program
Post Office Box 339, Window Rock, AZ 86515
Telephone (928) 871-7755
Fax (928) 871-7818
www.navajopublicwater.org



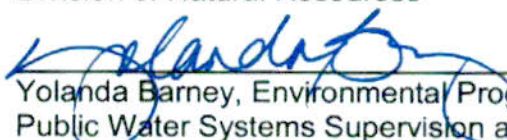
Russell Begaye
President

Jonathan Nez
Vice President

August 23, 2018

MEMORANDUM

TO: Navajo Land Title Data Systems
Land Department
Division of Natural Resources

FROM: 
Yolanda Barney, Environmental Program Manager
Public Water Systems Supervision and Domestic Wastewater Program
Surface and Ground Water Protection Department
Navajo Nation Environmental Protection Agency

SUBJECT: DOCUMENT No. 10896

The Navajo Nation Environmental Protection Agency reviewed Document No. 10896: Land Lease Designation Package for Birdsprings, AZ. This project will resume construction/occupancy and under the Navajo Housing Authority's Master Lease process for the community of Birdsprings, AZ. PWSSP recommends approval of this project.

All proposed drinking water projects will need to be permitted by the PWSSP-NNEPA. All proposed drinking water projects (extensions, upgrades, new wells, new public water systems, etc.) must also comply with the design review and construction permit requirements of the PWSSP pursuant §§1501 and 1601 of the Navajo Nation Primary Drinking Water Regulations.

All proposed wastewater projects will need to be permitted by the Domestic Wastewater Program-NNEPA. Extensions, upgrades, new sewer infrastructure, septic tanks, and other wastewater infrastructure must comply with the design review and construction permit requirements pursuant to §201 of the Domestic Wastewater Program.

If there are any questions, please contact me at 871-7755.

xc: Ronnie Ben, Environmental Department Manager, Surface/Ground Water Protection Dept., NNEPA
PWSID#NN0403033
DWPID#NN04030073



THE NAVAJO NATION

RUSSELL BEGAYE - PRESIDENT
JONATHAN NEZ - VICE PRESIDENT

Navajo Nation Environmental Protection Agency – Air & Toxics Department
P.O. Box 339 Window Rock, AZ 86515 • Bldg # 2318 Window Rock Blvd.
Tel: 928.871.6790 Fax: 928.871.6757

August 31, 2018

MEMORANDUM

TO: Navajo Land Title Data System

FROM:

A handwritten signature in black ink, appearing to read "Eugenia Quintana", is written over a horizontal line.

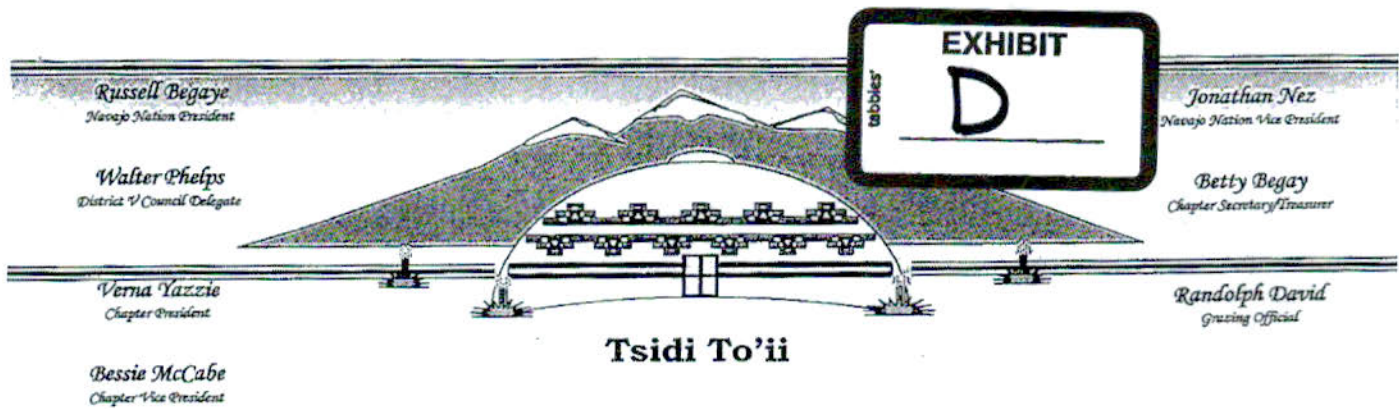
Eugenia Quintana, Environmental Department Manager
Air & Toxics Department

SUBJECT: **Document No. 010896, NHA Master Lease, Birdsprings Elderly Group Home**

Based upon the review of the above-noted document, a vote of sufficiency is recommended. However, the following comments and recommendations are provided.

1. There may have been an error in placing the FONSI and EA-96-128 for Birdsprings Chapter Tract with the review package for the NTUA EA for Distribution Line with Fiber Optic Cable Project. There is no EA provided for the NHA Master Lease, Birdsprings Elderly Group Home. The EA for the Birdsprings Chapter Tract is very outdated and the Chapter or other proponents that will be proposing future development projects that require an EA, should consider completing a new EA for the Birdsprings Chapter.
2. NHA action is intended to bring land withdrawals and leases up to date; action is acknowledged and understood. NHA is requested to ensure that as Lessor, that Lessor and Lessees are familiar with applicable NN environmental rules and regulations, e.g., NN Open Burn Regulations and its applicability on the NN. NHA is encouraged to allow Lessees and potential new homeowners to learn about their health and environment, e.g., indoor environmental health hazards such as exposure to Radon. We have staff available to assist with dissemination of information and Radon testing.

I can be contacted directly at 871-7800 or at eugeniaquintana@navajo-nsn.gov if there are any questions in this regard. Thank you.



**RESOLUTION OF TSIDI TO'II CHAPTER
WESTERN NAVAJO AGENCY**

Resolution No: TT-03-006-18

**SUPPORTING AND APPROVING TO RELINQUISH 4 ACRES OF THE 15 ACRES OF THE CHAPTER LAND TRACT
WITHDRAWN FOR THE CHAPTER AS A COMMUNITY DEVELOPMENT FOR GOVERNMENTAL PURPOSED, TO
THE NAVAJO HOUSING AUTHORITY (NHA)**

WHEREAS:

1. Pursuant to 26 N.N.C., Section 3 (A), the Tsidi To'ii Chapter is a duly recognized chapter of the Navajo Nation Government, as listed at 11 N.N.C., Part 1, Section 10, and
2. The Tsidi To'ii Chapter is a certified chapter government of the Navajo Nation in accordance with the Navajo Nation Local Governance Act, 26 N.N.C., Section 1 (B); thereby, vested with the authority to protect and promote the general health, safety, and welfare of the Chapter membership; and
3. As a Certified Chapter, Title 26, Chapter 1. Subchapter 1. Section 1.B.2, was established for Purposes of chapters, such as Tsidi To'ii Chapter to make decisions over local matters. This authority, will improve community decision making, allow communities to excel and flourish, enable Navajo leaders to lead towards a prosperous future, and improve the strength and sovereignty of the Navajo Nation;
4. The proposed Elderly Group Home was constructed in 2009 utilizing NAHASDA Funds; it has 10 units, a kitchen, communal and a laundry room, as well as other rooms as designated; and
5. The facility was not issued a certificate of occupancy upon its completion in 2009, because the facility failed the fire inspection; it required a water suppression tank to meet requirements; and
6. As such, the facility has remained vacant from 2009 to present. A few organizations are interested in operating the facility as an Elderly Group Home; however, the facility requires renovations and a water suppression tank to meet current building standards; and
7. NHA is open to renovating the facility; however, the vacant building is located on the Chapter Land Tract. NHA cannot renovate the facility, if the building and the Land Tract it is located on land withdrawn for the Chapter, which is presently the case with the vacant building; and

8. Thus, to renovate the vacant facility, so an organization may maintenance and operate the facility, the Chapter membership approves to relinquish 4 acres of the 15 acres of the Chapter Land Tract identify for Governmental Use, to the Navajo Housing Authority.


NOW THEREFORE BE IT RESOLVED:

1. Tsiidi To'ii (Birdsprings) Chapter Hereby Supports and Approves to Relinquish 4 Acres of the 15 Acres of the Chapter Land Tract to the Navajo Housing Authority (NHA).
2. The Tsiidi To'ii (Birdsprings) Chapter Hereby Supports and Recognizes this Land Withdrawal for Community Development, Which May Include, but is Not Limited to, the Following Purposes: Housing, Education, Economic Development, Healthcare Facilities, Public Use, or Governmental Use.
3. The Tsiidi To'ii (Birdsprings) Chapter Hereby Supports a Memorandum of Understanding/Agreement to Share the Parking Lot Located on the 4 acres of Land Tract Relinquished to NHA and other Provisions as Applicable.

CERTIFICATION

We, hereby, certify that the foregoing resolution was considered at a duly called Chapter meeting at Tzidi To'ii Chapter, Navajo Nation, where a quorum was present and that same was passed by a vote of 21 in favor, 0 opposed, and 4 abstained, this 18th day of March 2018.

Motion By: Roy Carley
Second By: Rosebell Walker

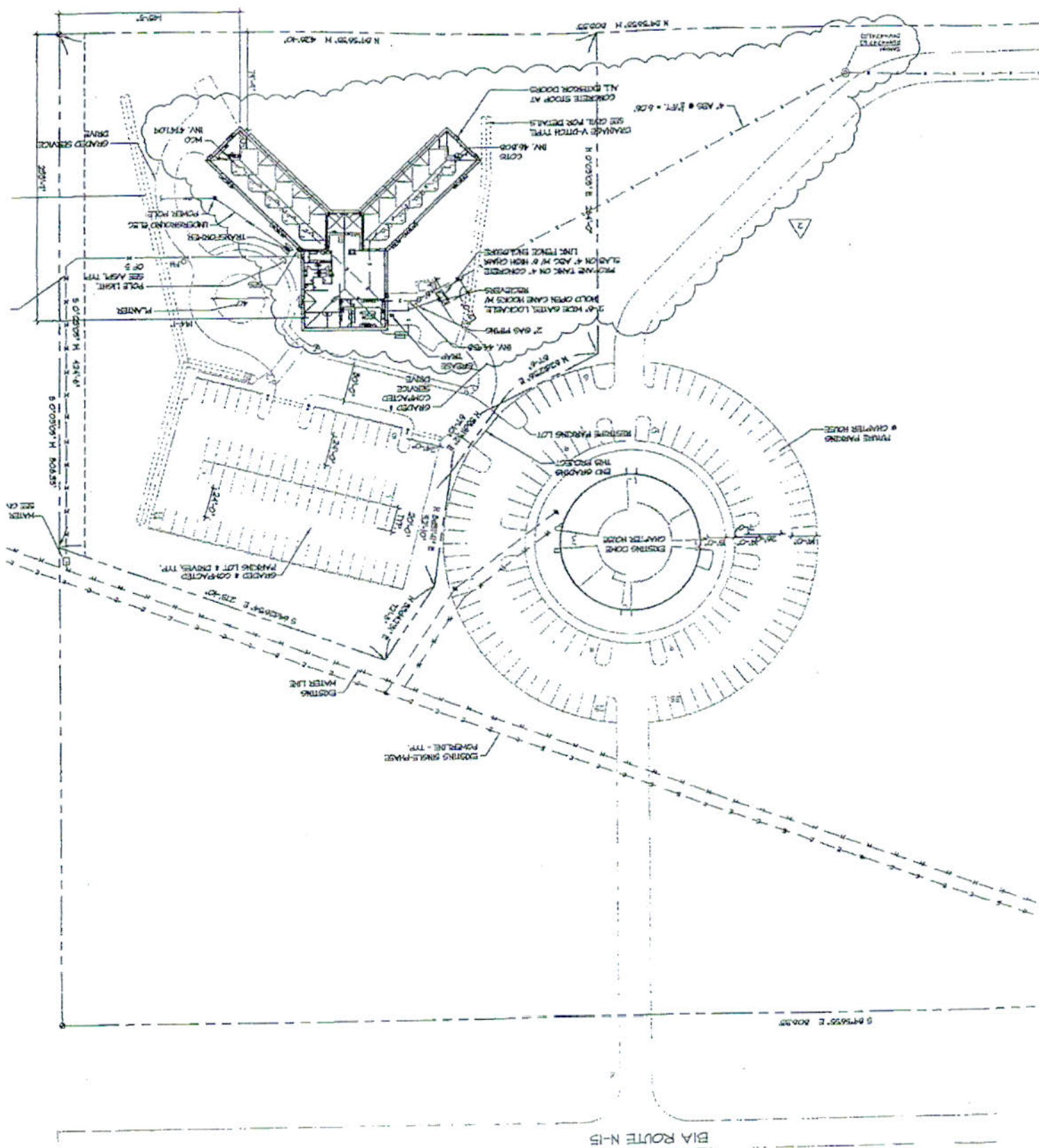

Verna Yazzie, Chapter President

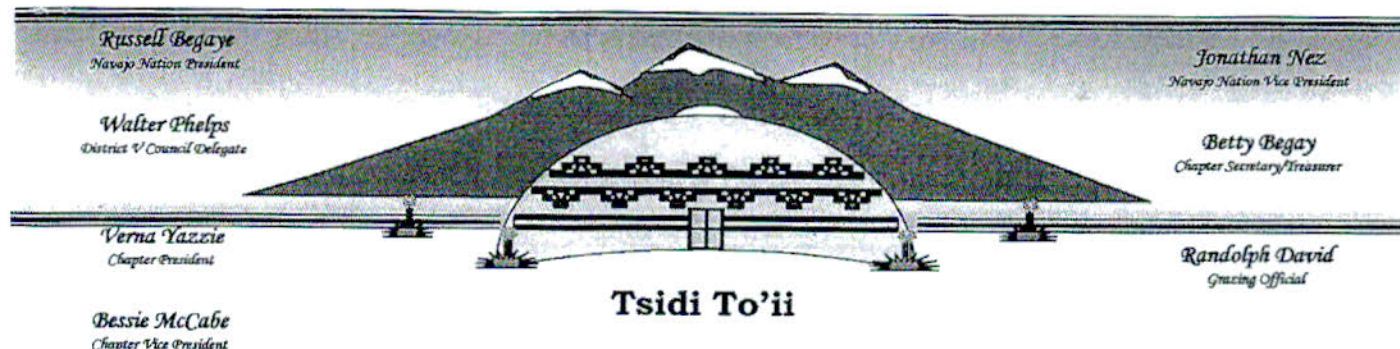
Bessie McCabe, Chapter Vice-President

Betty S. Begay
Betty Begay, Chapter Secretary/Treasurer

Randolph David, Grazing Officer


Walter Phelps, Council Delegate





**RESOLUTION OF TSIDI TO'II CHAPTER
WESTERN NAVAJO AGENCY**

Resolution No: TT-11-005-17

**RECOMMENDING AND SUPPORTING THE TRANSFER OF THE ELDERLY GROUP HOME - 10 BED UNITS
LOCATED IN BIRDSPRINGS, ARIZONA TO THE NAVAJO HOUSING AUTHORITY TO RENOVATE THE FACILITY TO
MEET OCCUPANCY STANDARDS**

WHEREAS:

1. Pursuant to 26 N.N.C., Section 3 (A), the Tsidi To'ii Chapter is a duly recognized chapter of the Navajo Nation Government, as listed at 11 N.N.C., Part 1, Section 10, and
2. The Tsidi To'ii Chapter is a certified chapter government of the Navajo Nation in accordance with the Navajo Nation Local Governance Act, 26 N.N.C., Section 1 (B); thereby, vested with the authority to protect and promote the general health, safety, and welfare of the Chapter membership; and
3. As a Certified Chapter, Title 26, Chapter 1. Subchapter 1. Section 1.B.2, was established for Purposes of chapters, such as Tsidi To'ii Chapter to **make decisions over local matters**. This authority, will improve community decision making, allow communities to excel and flourish, enable Navajo leaders to lead towards a prosperous future, and improve the strength and sovereignty of the Navajo Nation;
4. The facility was fully constructed on September 20, 2010 as an Elderly Group Home; however, a Certificate of Occupancy was never issued; and
5. As of today, the facility is vacant and requires renovation to occupy the facility;
6. Thus, the local leadership and community members are encouraging renovations, so that the facility may be occupied.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tsidi To'ii Chapter Hereby Recommends and Supports the Transfer of the Elderly Group Home - 10 Bed Units Located in Birdsprings, Arizona to the Navajo Housing Authority to Renovate the Facility to Meet Occupancy Standards.
2. Once the facility is renovated, the facility will be transferred back to the Tsidi To'ii Chapter to sublease to a qualifying entity to operate and maintain the facility.

CERTIFICATION

We, hereby, certify that the foregoing resolution was considered at a duly called Chapter meeting at Tsidi To'ii Chapter, Navajo Nation, where a quorum was present and that same was passed by a vote of 24 in favor, 0 opposed, and 3 abstained, this 19th day of November 2017.

Motion By: Irene McCabe

Second By: Ray Curtis

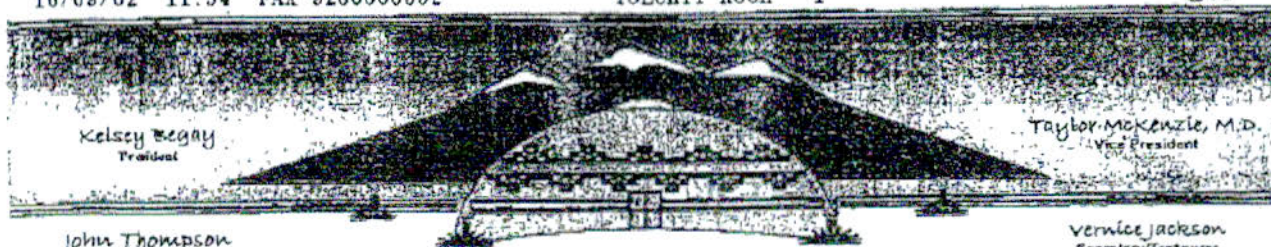
Verna Yazzie, Chapter President

Bessie McCabe, Chapter Vice-President

Walter Phelps, Council Delegate

Betty Bega, Chapter Secretary/Treasurer

Randolph David, Grazing Officer



Kelsey Begay
President

Taylor McKenzie, M.D.
Vice President

John Thompson
President

Vernice Jackson
Secretary/Treasurer

Isabelle Walker
Vice President

Thomas Walker, Jr.
Grazing Official

Tsidi To'ii

Freddie Howard
Council Delegate

RESOLUTION OF THE BIRDSPRINGS CHAPTER WESTERN NAVAJO AGENCY

Resolution No.: BS-03-012-02

ACKNOWLEDGING AND SUPPORTING THE RECOMMENDATION OF THE
BIRDSPRINGS SENIOR COUNCIL IN IDENTIFYING THE SOUTHEAST AREA
WITHIN THE 15-ACRE LAND TRACT AS THE DESIGNATED AREA FOR THE
BIRDSPRINGS SENIOR CENTER.

WHEREAS:

1. The Birdsprings Chapter is a certified chapter established and recognized by the Navajo Nation council with local governance powers to review all matters affecting the development of the community, 2 N.I.C. sec. 4045 (a) and 26 N.N.C. 103; and
2. The Navajo Area Agency on Aging is recognized and established by the Navajo Nation Council to address issues and concerns pertinent to the welfare and well being of the elderly population of the Navajo Nation and provides services relevant to the care and attention of the elderly residents within the Navajo Nation chapters; and
3. The Senior Center is an established and recognized entity of the Navajo Nation entitled to provisions that will improve the production and services on behalf of the elderly community within Birdsprings; and
4. Through the efforts of the Senior representation via the Birdsprings Senior Council, an application was submitted for funding to the State and the Navajo Nation, particularly Capital Improvement Office, which has been approved and prioritized; and
5. The Senior Center Council has determined the location of the Senior Center to be on the southeast side of Birdsprings Chapter, which places the Senior Center Project into Phase Two, the Construction Phase; and
6. The southeast side allows for the proposed parking lot of the Senior Center to be available to the chapter in case additional parking space is needed, plus provides adequate space if an addition to the senior center is needed.

Birdsprings Chapter * Post Office Box K * Winslow, Arizona 86047
☎ (928) 686-3266 * FAX (928) 686-3269

7. Of the three floor plans presented from Loren Sadler Architect, Inc., Floor Plan #3 was chosen due to centrally locating the parking lot allowing for additional parking space for the chapter.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

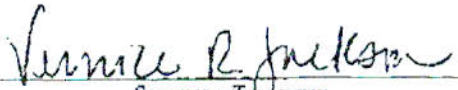
The Birdsprings Chapter hereby supports the efforts of the Birdsprings Senior Council and approves the plan of the Birdsprings Senior Center Project to be located on the southeast side of the chapter.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered by the Birdsprings Chapter at a duly called meeting at Birdsprings, Arizona at which a quorum was present and that the same was passed by a vote of 25 in favor, 0 opposed, and 0 abstained, this 8th day of March 2002.


President


Vice President


Secretary-Treasurer


Grazing Official

Council Delegate

RESOLUTION OF BIRDSPRINGS CHAPTER
WESTERN NAVAJO AGENCY

Requesting the Birdsprings Chapter to Review and Approve Land Tract of 15 to 20 Acres East of Birdsprings NHA Housing Units for Construction and Replacement of the Birdsprings Chapter House Complex and Acceptance of Approval From Ms. Vida Charley, Land Use Permittee, for Identified Land Tract.

WHEREAS:

1. The Birdsprings Chapter is a certified established and recognized by the Navajo Nation Council with local governance powers to review all matters affecting the development of the community; 2NTC sec. 4048 (a); and,
2. The existing Birdsprings Chapter House was completely destroyed by fire March 05, 1995; and,
3. The existing Birdsprings Chapter complex is situated in a noted flood plain restricting further developments and jeopardizing the progress of the chapter; and,
4. There has been discussions and concerns to relocate the chapter complex to an area conveniently situated to accommodate the administrative functions and facilitate accessibility for the residents of Birdsprings Chapter.
5. The designated location east of the Birdsprings NHA Housing Unit has been identified to serve as the site for the proposed replacement of the Birdsprings Chapter House; and,
6. The primary land use permittee, Ms. Vida Charley, is in consensus to allow the construction and replacement of the Birdsprings chapter.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Birdsprings Chapter registered community members to review and approve 15 to 20 acres of land tract east of Birdsprings NHA Housing Units.
2. The Birdsprings Chapter accept the approval of Ms. Vida Charley, land use permittee, to allow for construction and replacement of the Birdsprings Chapter House complex in the identified site.

CERTIFICATION

We hereby certify that the foregoing resolution was considered at a duly called chapter meeting at which a quorum was present and that the same was passed by a vote of 27 in favor, 0 opposed and 1 abstain on this 19th day of March 1995.

Leonard Curtis
Leonard Curtis, President

Thomas Begay
Thomas Begay, Vice President

Joanie Little, Secretary

Rosebelle Walker
Treasurer Rosebelle Walker, Grazing
Committee Member

Freddie Ho
Freddie Ho

e Leonard Chee, Council Delegate

Handwritten:
BS-03-019-96

RESOLUTION OF BIRDSPRINGS SENIOR COUNCIL
Western Navajo Agency
Resolution No: 03-02-001

Requesting of the Birdsprings Chapter to support the selection of the building design, orientation and plot design by the Birdsprings Senior Council for the purpose of constructing a combination Senior Citizen Center and Elderly Group Home of 10 Units.

WHEREAS:

1. The Birdsprings Senior Council shall provided input on activities and decision that affect the functions of the site, advise, make recommendations, and assist all Navajo Area Agency on Aging programs concerning all matters related to comprehensive planning and development of elderly programs: and,
2. Pursuant to N.N.C. 4048 (a), Birdsprings Chapter is a certified of the Navajo Nation Council with vested authority to adopt local ordinances and to approve plans and take a position on matters of local concerns that is in the best interest of local people and the Navajo Nation: and,
3. The Birdsprings Senior Council exercising their authority to advocate and decided on behalf of the elders of the Birdsprings Community have selected Plan # 3 as the building, orientation and plot design of the proposed Senior Center/Group Home Building: and,
4. The Design allows the Senior Center/Group Home to face east for traditional purposes and has some environmental and climatic advantages such as thawing of winter snow, etc.: and
5. The orientation will allow for additional parking spaces for the chapter if and when needed and also allow for future expansion of the building: and,

NOW THEREFORE BE IT RESOLVED:

Requesting of the Birdsprings Chapter to support the selection of the building design, orientation and plot design by the Birdsprings Senior Council for the purpose of constructing a combination Senior Citizen Center and Elderly Group Home of 10 Units.

CERETIFICATION

We herby certify that the foregoing resolution was considered by the Birdsprings Chapter at a duly called Birdsprings Senior Council meeting at which a quorum was present and that the same was passed by a vote of 16 in favor, 0 opposed and 0 abstained on the 4 day of Feb March 2002.

Motioned by: Pauline TodachernieSeconded by: Leroy LongRosebell Walker, PresidentLeroy Long, Vice PresidentJackie Johnson, SecreatryDolly Wagoner, Supervisor

NHA Hooghan—Center of Family Growth, Strength and Beauty NAVAJO HOUSING AUTHORITY

August 7, 2018

Elerina Yazzie, Program Manager
Navajo Land Dept. - General Leasing
THE NAVAJO NATION
Post Office Box 2249
Window Rock, Arizona 86515

RE: Land Lease (Designation) Package for Birdsprings, Arizona

Greeting, Ms. Yazzie

The Navajo Housing Authority (NHA) received several Chapter Resolution from Birdsprings (Tsii Dii To'ii) Chapter to assigned a tract of land to NHA. There are permanent infrastructures located on the premises and the land was not properly withdrawn and upon which no valid leases were obtained by the Chapter. The NHA is desirous of obtaining a valid lease concurrent with Federal and Tribal guidelines for site control of the premises for renovation and operational purposes.

The NHA has enclosed four original (4) sets of proposed Master Lease for final processing for NHA project that is located within the Birdsprings Chapter, Western Navajo Agency. Enclosed with the proposed Master Lease are supporting documentations and maps;

Chapter Resolution	Dated: March 04, 2002 Dated: March 08, 2002 Dated: November 19, 2017 Dated: March 18, 2018
Exhibit "A"	Boundary Plat of Subdivision; Signed: Michael Paisano Dated: April 30, 2018
Exhibit "B"	Proposed Master Lease
Exhibit "C"	Archeological Clearance/CRCF
Exhibit "D"	Environmental Assessment/FONSI

Your attention and efforts in finalizing this proposed Master Lease is greatly appreciated in advance. If you have any further questions or clarity to the contents of the letter or Land Lease (Designation) Package, please do not hesitate to contact Mr. Richard Notah with NHA-Realty & Title Dept. at (928) 729-6638 or myself at (928) 871-2615 and/or by email at tjensen@hooghan.org

Thank you,



Ted Jensen, Dev. Manager/NHA-Grants Management Department



Ltr. Navajo Land Dept. - General Leasing
To: Elerina Yazzie, Program Mgr.
Date: Aug. 07, 2018
Page 2

Enclosures

Cc: Craig Dougall, CEO-NHA
Cathy Long, Interim CFO-NHA
Richard Notah, Realty Mgr, NHA/DCSD
Nellie Gilmore, Grants Mgr.-NHA/GMD
Mike Halona, Dept. Director, Navajo Land Dept.
Walter Phelps, NN Council Delegate, (*Cameron, Coalmine Canyon, Birdsprings, Leupp & Tolani Lake*)
Verna Yazzie, President-Birdsprings (Tsii Dii To'ii) Chapter

Document No. 010896Date Issued: 08/10/2018**EXECUTIVE OFFICIAL REVIEW**Title of Document: Master Lease, for Birdspring, Arizona Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: elerina_yazzie@frontier.com 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"/>
 	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"/>
 	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"/>
 	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"/>
 	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"/>
 	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"/>
 	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"/>
 	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

Sufficient Insufficient

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 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"/> |
| 8. OPVP | _____ | Date: _____ | <input checked="" 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. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



☐ RESUBMITTAL

DOJ	
10/29/18 @ 3:29p	DATE / TIME
<input type="checkbox"/> 7 Day Deadline	
DOC #: 010896	
SAS #:	
UNIT: Nru	

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

CLIENT TO COMPLETE

DATE OF REQUEST:	10/29/2018	DIVISION:	Division Natural Resources
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	General Land Development Department
PHONE NUMBER:	871-6447 or 871-6423	E-MAIL:	michellehoskie@frontier.com
TITLE OF DOCUMENT: NAVAJO HOUSING AUTHORITY MASTER LEASE FOR BIRDSPRINGS ELDERLY HOME			

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	10/29/18 4:35pm	REVIEWING ATTORNEY/ADVOCATE:	Iruin Chee 11/7/18
DATE TIME OUT OF UNIT:	11-28-18 1:45p		

DOJ ATTORNEY / ADVOCATE COMMENTS

Document for NHA Master Lease for Birdsprings Elderly Group Home is legally sufficient.

REVIEWED BY: (Print)	Date / Time	SIGNED BY: (Print)	Date / Time
Time [Signature]	11/27/18	V. Blackhat	11/28/18 8:12


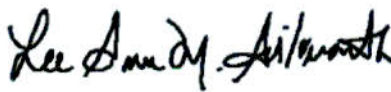


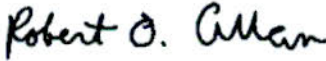
DOJ Secretary Called: Steven for Document Pick Up on 11-28-18 at 1:15 By: [Signature]

PICKED UP BY: (Print) DATE / TIME:

NNDOJ/DRRF-July 2013

COMPLETED

Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. See additional comments attached.	1. No Reply	31-Aug-2018	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. All water ways are protected under the CWA. Contact Patrick Antonio at (928)871-7185 for 401 Cert.	1. No Reply	24-Aug-2018	
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	no comments	No Reply	29-Aug-2018	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. No request from NHA, no BRCE. RCP CE within existing chapter tract.	1. No Reply	24-Aug-2018	
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. Action for lease obtainment for area where housing has already been developed. No construction involved. No coverage required under the federal Construction General Permit.	1. No Reply	27-Aug-2018	
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director	DNR Administration	Approved	1. Need to attach the BRCE. A memo. from EPA states that there is an EA and FONSI of record. Need to attach these documents	1. No Reply	15-Oct-2018	

to the
application.

2. I received a letter from NHA, Ms. Thomacita Morris, Compliance Coordinator. Ms. Morris supplied me with the BRCF, NNDFW Review No. 18NHA-24. This Master Lease is good to go.
2. *No Reply*

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

Historic
Preservation
Department

Approved

1. CRID was issued for this undertaking HPD-96-102 which is attached.

1. *No Reply*

09-Oct-2018

Warren Roan Storage
- EPA Tanks
(Navajo Land Program -
Title Data Reviewer
System -
Windowrock
AZ)

Navajo Nation
Environmental
Protection
Agency

Approved

1. No concerns regarding storage tanks and/or leaking storage tanks containing a regulated substance.

1. *No Reply*

04-Sep-2018

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

Navajo Nation
Environmental
Protection
Agency


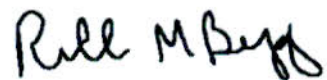
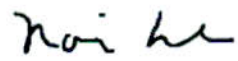
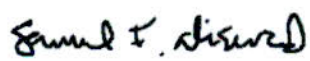
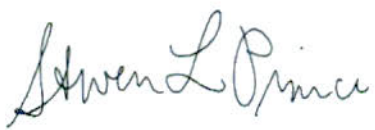

Approved

1. Please see attached memorandum approving this project.

1. *No Reply*

23-Aug-2018

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	no comments	No Reply	29-Oct-2018	
Richard Begay NNHP (Navajo Land Historic Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	15-Oct-2018	
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Conditional Approval contingent on compliance with all NNEPA and USEPA environmental laws. For more information call (928)871-7692.	1. No Reply	15-Oct-2018	
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	15-Oct-2018	
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	15-Oct-2018	
W. Mike Halona (NLTDS - Everytt)	DCD Division Director	Navajo Nation	Approved	1. The lease needs to be re-drafted. BIA no longer involved with leasing.	1. No Reply	23-Oct-2018	

ROLL CALL
VOTE TALLY SHEET: