

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

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE TERMINATION OF BUSINESS SITE LEASE NO. CH-04-128, LESSEE HOOSH DOH DII T'O DEVELOPMENT INC., WHIPPOORWILL, ARIZONA

BE IT ENACTED:

SECTION ONE. AUTHORITY

A. The Resources Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. §500(A).

B. The Resources Committee of the Navajo Nation Council is empowered to grant final approval for non-mineral leases. 2 N.N.C. §501(B)(2).

SECTION TWO. FINDINGS

A. The Chinle Regional Business Development Office (CRBDO), **Exhibit F**, has requested that the Resources and Development Committee terminate Business Site Lease No. CH-04-128, attached hereto as **Exhibit B**.

B. The Termination of Business Site Lease CH-04-128, **Exhibit A**, states the reasons for the request for termination, as listed:

1. Section B required the Lessee to use and operate the leased premises; however, the lessee has breached the lease agreement by neglecting and abandoning the business operation causing the business to cease and desist;

2. Section C required the Lessee to occupy the business site for the term of twenty-five (25) years, beginning on the date Lease is approved by the Secretary which was May 28, 2004;

3. Section G required Lessee to maintain the premises and all improvements in good order and repair and in a safe, sanitary, neat and attractive condition,, and shall comply with all laws, ordinances and regulations applicable to said premises;

4. Lessee has been given the opportunity to regroup and revive the business by RBDO intervention and meeting with former Board of Directors and former Executive Director, however, no significant progress was made by former HDDT, Inc.

C. Attached are **Exhibit A**, Termination of Business Site Lease CH-04-128; **Exhibit B**, Business Site Lease CH-04-128 (May 28, 2004); **Exhibit C**, Procurement Clearance documents; **Exhibit D**, Resolution of Whippoorwill Chapter; **Exhibit E**, Certificate of Revocation of Hoosh Doh Dii To' Development Inc.; and, **Exhibit F**, Executive Summary for Termination of Business Site CH-04-128.

**SECTION THREE. APPROVING TERMINATION OF BUSINESS SITE LEASE**

A. The Navajo Nation hereby approves the Termination of Business Site Lease CH-04-128, as set forth in **Exhibit A**.

B. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute this Termination of Business Site Lease CH-04-128 and all other documents necessary to effectuate the intent of this resolution.

C. The Resources and Development Committee issued a directive with respect to vacated leased building, be issued to Division of Economic Development with a copy to Department of Risk Management to find mechanism for risk assurance and bring those options to the Committee for its consideration.

**CERTIFICATION**

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at Leupp Chapter, Leupp, (Navajo Nation) Arizona, at which quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained this 14<sup>th</sup> day of February, 2017.



Alton Joe Shepherd, Chairperson  
Resources and Development Committee  
Of the 23<sup>rd</sup> Navajo Nation Council

Motion: Honorable Walter Phelps  
Second: Honorable Jonathan Perry



UNILATERAL TERMINATION OF BUSINESS SITE LEASE NO. CH-04-128

Business Site Lease Number CH-04 -128, entered into between the NAVAJO NATION, Lessor, and Hoosh Dooh Dii To' Development, Incorporated, Lessee, on January 28, 2002, and approved by the Bureau of Indian Affairs on May 28, 2004, and became valid and binding under the terms of the Lease and applicable provisions of the law; and

The parties hereto represents that the provision of this Termination Agreement have been knowingly entered into based on the following:

- 1. Section B required the Lessee to use and operate the leased premises; however, the lessee has breached the lease agreement by neglecting and abandoning the business operation causing the business to cease and desist.
2. Section C required the Lessee to occupy the business site for the term of twenty-five (25) years, beginning on the date Lease is approved by the Secretary which was May 28, 2004. Lessee has abandoned the business site and is no longer operating the business.
3. Section G required Lessee to maintain the premises and all improvements in good order and repair and in a safe, sanitary, neat and attractive condition, and shall comply with all laws, ordinances and regulations applicable to said premises. Lessee abandonment of premises caused properties and improvements to become unsafe and deteriorated as well as being subjected to vandalism.
4. Lessee has been given the opportunity to regroup and revive the business by RBDO intervention and meeting with former Board of Directors and former Executive Director; however, no significant progress was made by former HDDT, Inc.

Lessor agrees that it is in the best interest of all parties to terminate Business Site Lease CH-04-128 under the following terms and conditions:

- 1. This termination shall warrant that all permanent buildings and improvements on the Lease property shall thereupon become the property of Lessor.
2. The leased premise remains a commercial business site and shall be made available for releasing by the RBDO.

The termination of the Lessee's leasehold interest is hereby accepted and approved on behalf of the Navajo Nation.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement, this \_\_\_ day of \_\_\_, 20\_\_.

NAVAJO NATION, LESSOR

By: \_\_\_\_\_
President, Navajo Nation

Date: \_\_\_\_\_

Approved this \_\_\_ day of \_\_\_, 20 \_\_\_, pursuant to Secretarial Re-delegation Order 209 DM 8, 230 DM 1 and 3 IAM 4.

By: \_\_\_\_\_
Regional Director, Navajo Region
Bureau of Indian Affairs



LEASE NO. CH-04-128

**PART I**  
**NAVAJO NATION ECONOMIC DEVELOPMENT LEASE**  
**(Navajo Nation Trust Land)**

- Standard Business Site Lease
- Shopping Center Lease

(From) May 28, 2004 - (Until) January 27, 2029

THIS LEASES, in sextuplicate, is made and entered into this 28th day of May ~~xx~~ 2004 by and between THE NAVAJO NATION, hereinafter called Lessor, whose address is Post Office Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and, Hoosh Dooh Dii To' Development, Incorporated, hereinafter called the Lessee, whose address is P.O. Box #4204, Blue Gap, AZ. 86520, in accordance with the provisions of 25 U.S.C. §§ 415 as amended, and as implemented by the regulations contained in 25 C.F.R. Part 162; and any amendments thereto relative to business leases on restricted lands which by this reference are made a part hereto.

A. LAND DESCRIPTION.

1. For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to the Lessee the following described premises:

**LEGAL DESCRIPTION OF**

A TRACT OF LAND SITUATE WITHIN LAND MANAGEMENT DISTRICT NO. 04 OF THE NAVAJO NATION IN THE VICINITY OF WHIPPOORWILL, COUNTY OF NAVAJO, STATE OF ARIZONA AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the 220 mile post monument, a found B.L.M. Cadastral Survey brass cap monument of 1964 situate on the easterly boundary line of the Executive Order of 1882 Land Area;

THENCE run 45° 50' 08" W, a distance of 17,139.31 feet (3.2461 miles) to the northeast corner of Whippoowill Chapter Community Development Tract for a reference point;

THENCE on the easterly boundary line of said tract, S 18° 24' 00" W, a distance of 1,821.97 feet to the easterly corner and POINT OF BEGINNING of the herein described tract of land;

THENCE N 62° 06' 00" W, a distance of 315.00 feet to an angle corner;  
 THENCE N 31° 06' 00" W, a distance of 550.00 feet to the northerly corner;  
 THENCE N 71° 36' 00" W, a distance of 435.86 feet to the northwest corner;  
 THENCE S 18° 24' 00" W, a distance of 1,007.11 feet to the southwest corner;  
 THENCE S 71° 36' 00" E, a distance of 939.76 feet to the southerly corner;  
 THENCE N 18° 24' 00" E, a distance of 490.89 feet to an angle corner;  
 THENCE S 66° 17' 44" E, a distance of 225.97 feet to the southeast corner;  
 THENCE N 18° 24' 00" E, a distance of 127.92 feet to the POINT OF BEGINNING;

The described enclosed area comprising of 20.000 acres, more or less, and being subject to any and all existing easements for underground utilities located therein.

2. All of the above land is located in Whippoorwill Chapter of the Navajo Nation, County of Navajo, State of Arizona, subject to any prior, valid, existing rights-of-way and easements. There is hereby reserved and excepted from the leased premises rights-of-way for utilities constructed by or on authority of the Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the leased premises.

B. PURPOSE, UNLAWFUL USES.

1. Lessee shall develop, use and operate the leased premises for the following purposes only:  
**Construction and operation of Elderly Home Units; Elderly Group Home; Office Complex; Multi-Purpose Building, and a Community Fire Station.**
2. The leased premises shall not be used by Lessee, Sublessee(s) or Assignee(s), for any purpose or purposes other than those set out above, except with the prior written consent of Lessor and the Secretary. Consent may be withheld, granted, or granted upon conditions, in the sole discretion of Lessor and the Secretary.
3. Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

C. TERM.

The term of this Lease shall be Twenty Five (25) years, beginning on the date this Lease is approved by the Secretary.

This lease may be renewed for an additional term of Twenty Five (25) years, provided that this Lease is in good standing. Lessee shall give written notice of its intent to renew this Lease to the Executive Director of the Division of Economic Development, or his successor, at least ninety (90) days, but no more than six (6) months, prior to the expiration date of this Lease. Renewal of this Lease is subject to the approval of Lessor and the Secretary and to applicable provisions of Navajo Nation law and the regulations contained in 25 C.F.R. Part 162, including all amendments and successors thereto.

D. RENTAL.

1. The Lessee, in consideration of the foregoing, covenants and agrees to pay in lawful money of the United States of America to the Controller of the Navajo Nation, for the use and benefit of the Lessor the following: (NOTE: The rent may consist of a guaranteed minimal annual rent [GMAR] or a rent based on a percentage of gross, whichever is higher [commonly used for business sites]; A guaranteed minimal annual rent plus a percentage of gross [commonly used for Shopping Centers]; or a fixed monthly rent subject to renegotiation every five years [commonly used for Industrial and Manufacturing Facilities]. Be specific as to the rental terms of the Lease):

**A. Lessor and Lessee agree that Lessee will pay no rent and performance bond on leased premises because this Lease is for a public purpose funded by Federal sources for purposes of subsidization for the benefit of tribal members of the Navajo Nation. The Leased Premises are not commercial or industrial in character.**

2. If Lessee's rental is an annual obligation, Lessee must make monthly rental payments in advance equal to at least one-twelfth of the aforementioned minimum annual rental not later than the tenth (10th) day after the first day of the month for which the rental is due. Lessee may elect to pay monthly rental in an amount based on the percentage rental rate on the month's gross receipts; however, no payment shall be less than one-twelfth of the minimum rental. Monthly payments based on the percentage rental rate on gross receipts shall be paid not later than the tenth (10th) day after the end of the month for which rental is due. All rental shall be deposited with the Controller of the Navajo Nation. When the annual accounting required by Section 1.3, Part II, of this Lease is completed, the Lessee shall pay any balance due on any percentage rental, or if there is an overpayment, the overpayment shall be credited toward future rents.
3. Rental unpaid ten (10) days after the due date shall bear interest at eighteen percent (18%) per annum, from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at that time and in the manner herein specified. The rents called for hereunder shall be paid without prior notice or demand.
4. While the leased premises are in trust or restricted status, the Secretary may in his discretion suspend the direct rental payment provisions of this Lease, in which event the rental shall be paid to the Secretary or his authorized representative.
5. In the event a sublease, assignment, management agreement or transfer of this Lease, or any right to or interest in this Lease, or any improvements are made to the leased premises, the rent and other terms of this Lease shall be subject to renegotiation.

E. IMPROVEMENTS.

1. The Lessee, in consideration for the granting of this Lease, covenants and agrees that Lessee will construct Elderly Home Units; Elderly Group Home; Office Complex; Multi-Purpose Building; and a Community Fire Station; at a cost of and having a reasonable value of \$3,500,000 or more.
2. Except as otherwise provided in this Lease, all buildings and improvements, excluding removable personal property and trade fixtures, on the leased property shall remain on said property after termination of this Lease and shall thereupon become the property of Lessor. Lessor may require Lessee, at Lessee's expense, to remove improvements and restore the premises to the original state upon termination of this Lease. The term "removable personal property" as used in this Section shall not include property which normally would be attached or affixed to the buildings, improvements or land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed to the buildings, improvements or land in such a way as to legally retain the characteristics of personal property. 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.

F. COMPLETION OF DEVELOPMENT.

1. The Lessee shall complete the full improvement and development of the leased premises in accordance with the general plan and architect's design, submitted in accordance with Section E above, within 60 months from the date which the Navajo Nation approves the plans and designs described in that Section. If Lessee fails to complete full development within such period, such failure shall constitute a breach of the terms of this Lease and may be cause for cancellation.
2. Whenever under this Lease a time is stated within which or by which original construction, repairs, or reconstruction of improvements shall be made and during such period a general or sympathetic strike or lock out occurs, war or rebellion ensues, or some event unquestionably beyond Lessee's power to control, the period of delay so caused shall be added to the period limited herein for the completion of such work.

G. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION.

All improvements placed on the leased premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of building visible to the public or from adjacent properties shall present a pleasant appearance as determined by Lessor and all service areas shall be screened from public view to the satisfaction of Lessor. Lessee shall, at all times during the term of this Lease and at Lessee's sole cost and expense, maintain the premises and all improvements thereon and any alterations, additions, or appurtenances thereto, in good order and repair and in a safe, sanitary, neat and attractive condition, and shall otherwise comply with all laws, ordinances and regulations applicable to said premises. Lessee shall have the right during the term of this Lease to make limited alterations, additions or repairs to improvements on the premises in an amount not to exceed \$ 10,000.00 per year. Alterations, additions or repairs in excess of the above amount or any removal or demolition of an improvement shall not be made without the prior written approval of Lessor. Lessee shall indemnify and hold harmless the Lessor and the United States Government against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as herein above provided, or from Lessee's non-observance of any law, ordinance or regulation applicable thereto.

H. RENTAL AND PERFORMANCE BOND.

1. Upon approval of this Lease by the Lessor and the Secretary, Lessee agrees to post a corporate surety bond or other security acceptable to Lessor and the Secretary in a penal sum of \$ N/A, which bond shall be deposited with the Secretary and shall remain in force for the full term of this Lease, at the discretion of Lessor and the Secretary. From time to time the amount of such bond may be increased or decreases by the Lessor and the Secretary, at the Lessor's and the Secretary's reasonable discretion, to more accurately reflect the actual damage which would be suffered by the Lessor in the event of a default in any performance required of the Lessee.
2. It is understood and agreed that bond or security required by this Section will guarantee performance of the contractual obligations under this Lease, and that a corporate surety bond may be furnished annually or may be continued from year to year by a certificate of renewal, a copy of which certificate shall be furnished to the Secretary by Lessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value of the bonds. Interest on said U.S. Treasury Bonds shall be paid to Lessee. Should waiver of bond or security be granted during the term of this Lease, Lessor and the Secretary reserve the right to request that Lessee furnish bond or security at a later date and Lessee hereby agrees to comply with said request.

I. CONSTRUCTION BOND.

1. At Lessor's option, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee will cause his construction contractor to post a construction bond in favor of Lessor and Lessee. If the construction contractor cannot post such a bond, the Lessee shall post the construction bond. The purpose of the construction bond is to guarantee the completion of the improvements and payment in full of valid claims of all persons for work performed in or materials furnished for construction of the improvements. The construction contractor or the Lessee may provide security by either.
  - A) Posting a corporate surety bond in an amount equal to the cost of each improvement, said bond to be deposited with the Lessor and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon faithful performance by Lessee or his construction contractor and shall give all claimants a right of action to recover upon said bond in any suit brought to foreclose on any mechanic's or materialmen's liens against the property. If United States Treasury Bonds are provided, Lessee, or his construction contractor, agrees to make up any deficiency in the value deposited that might occur due to a decrease in the value of the bonds. Interest on said bonds shall be paid to Lessee.
  - B) Depositing in escrow with the Lessor or an institution acceptable to the Lessor, negotiable United States Treasury Bonds, or cash, or furnishing a non-revocable letter of credit satisfactory to Lessor in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected on the premises. If United States Treasury Bonds are provided, Lessee or his construction contractor shall make up any deficiency of the value deposited that might occur due to a decrease in the value of said bonds. Interest on said bonds shall be paid to Lessee or his construction contractor. The funds so deposited may then be used, at the option of Lessor, to discharge any valid mechanic's or materialmen's liens; if no such liens exist, the withheld funds shall be disbursed to Lessee or his construction contractor.
2. If Lessee enters into a construction loan agreement with a financial institution, said loan agreement shall be subject to the approval of Lessor and the Secretary. Prior to such approval, Lessee shall perform all conditions precedent to the assumption of obligations under the agreement by the financial institution and Lessee shall deposit with the lending institution, or otherwise secure by means of a performance bond, the difference between the amount of the loan and the total cost of improvement.

J. NOTICES AND DEMANDS.

1. All 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, shall be in writing and shall be addressed as follows:

To or upon Lessor:      President  
   The Navajo Nation  
   Post Office Box 9000  
   Window Rock, Navajo Nation (Arizona) 86515  
  
   Telefax: 1-520-871-4025

To or upon Lessee:

Hoosh Dooh Dii To' Development, Incorporated  
P.O. Box #4204  
Blue Gap, AZ. 86520

Telefax: 928-725-3032

Copies to: Executive Director  
Division of Economic Development  
P.O. Box 663  
Window Rock, Navajo Nation (Arizona) 86515

Regional Director  
Navajo Regional Office  
Bureau of Indian Affairs  
P. O. Box 1060  
Gallup, New Mexico 87305-1060

2. All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, by facsimile transmission or by telegram. Notices shall be effective and shall be deemed delivered when dispatched and may be delivered by personal delivery, registered or certified mail, or by facsimile transmission or telegram followed by surface mail.

3. Lessor and Lessee may at any time change its address for purposes of this Section by notice.

K. APPLICABLE TERMS AND CONDITIONS

The Standard Terms and Conditions for Economic Development Leases on Navajo Nation Trust Land in Part II of this Lease apply to this Lease and are incorporated herein in their entirety (NOTE: The Terms and Conditions for a Standard Business Site Lease apply to all Leases. The Terms and Conditions for Business Site Leases with Underground Storage Tanks apply where they are appropriate. If Underground Storage Tanks are on the premises when the Lessee signs the Lease, or are installed after the Lessee signed the Lease, these Terms and Conditions will apply to the Lease as a matter of law. Special Terms and Conditions for Navajo Nation Business Site Leases Within Navajo Nation Shopping Centers apply only to Leases in Navajo Nation Shopping Centers).

The specific Version of Standard Terms and Conditions for Navajo Nation Economic Development Leases (Trust Land) is **Version 1.2 dated 3/20/01**.

L. EXCEPTIONS TO STANDARD TERMS AND CONDITIONS (Insert and justify any deviations from the Standard Terms and Conditions in Part II of this Lease).

IN WITNESS WHEREOF, the parties hereto have set their hands:

THE LESSEE

HOOSH DOOH DII TO' DEVELOPMENT, INC.

AW-51 W-512      1-24-02  
(Lessee)      Executive Director,      Date

THE NAVAJO NATION, LESSOR

By:   
President, Navajo Nation

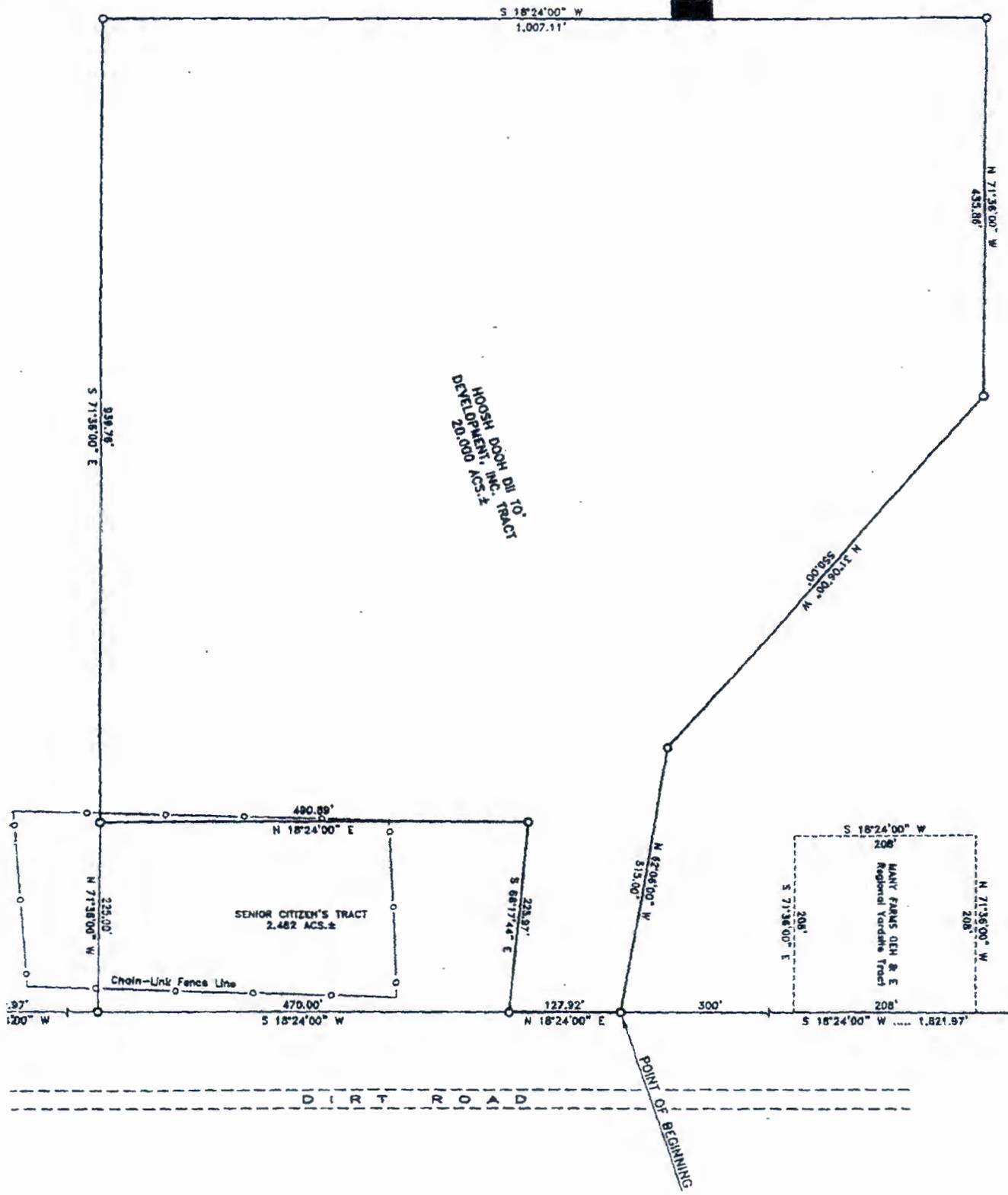
Date: 1-28-02

APPROVED:

Pursuant to Secretarial Redelelegation Order  
209 DM 8, 230 DM 1 and 3 IAM 4.

By:   
Regional Director, Navajo  
BUREAU OF INDIAN AFFAIRS

Date: MAY 28 2004



S 45° 50' 08" W  
17,139.31 (3.2461 miles)

----- GENERAL NOTES -----

1. Basis of bearings is the east line bearing of the Executive Order of 1882 Land Area.
2. The surveyed tract corners are set by  $\frac{3}{8}$ " rebar with aluminum caps marked, "AZ RLS 14667".

LEGAL DESCRIPTION OF

A TRACT OF LAND SITUATE WITHIN LAND MANAGEMENT DISTRICT NO. 04 OF THE NAVAJO NATION IN THE VICINITY OF WHIPPOORWILL, COUNTY OF NAVAJO, STATE OF ARIZONA AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the 220 mile post monument, a found B.L.M. Cadastral Survey brass cap monument of 1964 situate on the easterly boundary line of the Executive Order of 1882 Land Area;

THENCE run S 45° 50' 08" W, a distance of 17,139.31 feet (3.2461 miles) to the northeast corner of Whippoorwill Chapter Community Development Tract for a reference point;

THENCE on the easterly boundary line of said tract, S 18° 24' 00" W, a distance of 1,821.97 feet to the easterly corner and POINT OF BEGINNING of the herein described tract of land;

THENCE N 62° 06' 00" W, a distance of 315.00 feet to an angle corner;

THENCE N 31° 06' 00" W, a distance of 550.00 feet to the northerly corner;

THENCE N 71° 36' 00" W, a distance of 435.86 feet to the northwest corner;

THENCE S 18° 24' 00" W, a distance of 1,007.11 feet to the southwest corner;

THENCE S 71° 36' 00" E, a distance of 939.76 feet to the southerly corner;

THENCE N 18° 24' 00" E, a distance of 490.89 feet to an angle corner;

THENCE S 66° 17' 44" E, a distance of 225.97 feet to the southeast corner;

THENCE N 18° 24' 00" E, a distance of 127.92 feet to the POINT OF BEGINNING;

The described enclosed area comprising of 20.000 acres, more or less, and being subject to any and all existing easements for underground utilities located therein.

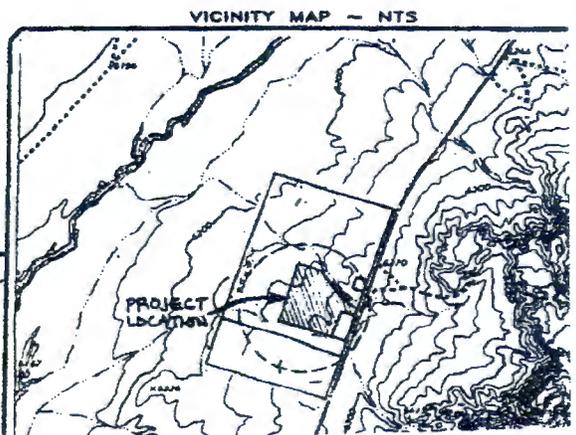
FOR:

HOOSH DOOH DII TO' DEVELOPMENT TRACT

SURVEYOR'S CERTIFICATE

Jerry J. House, a duly qualified Registered Land Surveyor under the laws of the State of Arizona, do hereby certify that this survey and plat hereon was prepared from an actual survey conducted by me or under my direct supervision and that the same is true and correct to the best of my knowledge and belief.

JERRY J. HOUSE, REGISTERED LAND SURVEYOR  
ARIZONA PROFESSIONAL NO. 14667









# THE NAVAJO NATION

**E-MAIL**  
RUSSELL  
10/19/16  
JONATHAN NEZ



October 18, 2016

## MEMORANDUM

OCT 4 2016

**TO:** Martina Yazzie, Senior EDS  
Regional Business Development Office  
Division of Economic Development

**FROM:**   
Lena D. Arviso, Accounting Manager  
Office of the Controller

**SUBJECT:** "Navajo Business and Procurement Act clearance check"

Pursuant to your request dated October 5, 2016 (*Received in Account Receivable on 10/7/2016 @ 9:00 a.m.*) seeking a procurement clearance check on the following individual/ Business is as follows:

Name	Address/ BSL No./ Store Location	A. R. Debt Due	Action
<b>Hoosh Doh Dii To' Development, Inc.</b> EIN# 86-0739709	BSL# CH04-128 Post Office Box 4204 Blue Gap, AZ 86520	\$0.00	Procurement Cleared

Thank you for complying with the "NNB&P ACT". Our office requests that all relevant information of the individual(s) / business (es) is provided to ensure accurate clearance check. The information contained in this memorandum is privileged and confidential. Therefore, when disseminating this information through the 164 review, block out information that are not applicable to the package if this procurement memo is to be included.

Should you have any questions, please contact Accounts Receivable Section at 871-6770. Thank you.

mj

CC: Accounts Receivable

# THE NAVAJO NATION



RUSSELL BEGAYE **PRESIDENT**  
JONATHAN NEZ **VICE PRESIDENT**

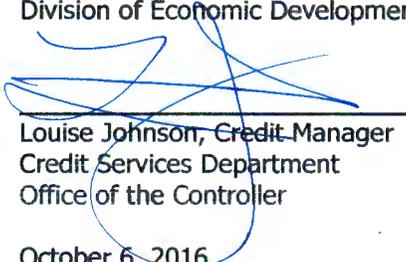
*Louise Johnson, Credit Manager*

VIA: E-MAIL

RECEIVED  
OCT 11 2016  
CHINLE RBDO  
CANDO

## MEMORANDUM

TO: Martina Yazzie, Senior Economic Development Specialist  
Chinle Regional Business Development Office  
Division of Economic Development

FROM :   
Louise Johnson, Credit Manager  
Credit Services Department  
Office of the Controller

DATE: October 6, 2016

SUBJECT: **PROCUREMENT CLEARANCE**

To be in compliance with the Navajo Nation Business Procurement Act, you have requested procurement clearance by Memo dated October 05, 2016 for the following individual(s)/business. The following is our response:

**XX** The individual(s)/business listed **does have an** outstanding loan with the **Navajo Nation Credit Services Department**.

Business Name: HOOSH DOH DII TO DEVELOPMENT, INC  
Address: PO Box 4204  
BLUE GAP, AZ 86520

No.	Name	Social Security No.	Action
1.	ALBERT WARTZ	XXX-XX-1187	Procurement Cleared

Should you have any questions, please contact our office at (928) 871-6749.

xc: File/Chrono



NAVAJO  
NATION  
SHOPPING  
CENTERS  
INCORPORATED

Providing Over 30 Years of Unique Business  
Opportunities for the Navajo People

10/10/2016

RECEIVED  
OCT 17 2016  
CHINLE R800

Martina Yazzie, Senior Economic Development Specialist  
Chinle Regional Business Development Office  
P.O. Box 565  
Chinle, AZ 86503

CROWNPOINT

Dear Ms. Yazzie,

PINEHILL

Pursuant to your letter seeking procurement clearance for Albert Wartz, Former Executive Director DBA, Hoosh Doh Dii To' Development, Inc., BSL# CH-04-128, EIN: 86-0739709, SS# 585-78-1187, P.O. Box 4204, Blue Gap, AZ 86520.

NAVAJO PINE

The Navajo Nation Shopping Centers, Inc. has never done business with the person/business, therefore, is cleared for procurement.

WINDOW ROCK

If you have any questions please call me at (928)871-2218 or email me at [mjohn@nnsinc.com](mailto:mjohn@nnsinc.com).

ST. MICHAELS

Thank you,

PINON

Melvilena John  
Accounts Receivable Technician  
Navajo Nation Shopping Centers, Inc.

DILKON

xc: Elizabeth Tso, Controller, NNSCI  
Juanita Yazzie, Leasing Manager, NNSCI  
File

TUBA CITY

KAYENTA

SHIPROCK

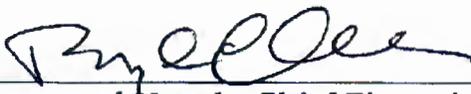
**THE NAVAJO NATION**



**RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT**

**M E M O R A N D U M**

**TO:** Martina Yazzie, Sr. Economic Development Specialist  
Whippoowill Regional Business Development Office  
Division of Economic Development

**FROM:**   
Raymond Nopah, Chief Financial Officer  
Division of Economic Development

RECEIVED  
OCT 17 2016  
CHINLE RBDO  
CANDO

**DATE:** October 6, 2016

**SUBJECT:** Procurement Clearance

Your request was received on **October 6, 2016** at the Support Services Department. The information is provided on the individual you requested for a Procurement Check and Clearance.

XXX The individual listed **do not** have any loans outstanding with the Navajo Nation Business Industrial Development Fund.

Albert Wartz  
D.B.A. Hoosh Doh Dii To' Development, Inc.  
PO BOX 4204  
Blue Gap, AZ 86520

\_\_\_\_\_ The Following individual(s) listed **do** have a loan with the Navajo Nation Business Industrial Development Fund.

If you have any questions, please do not hesitate to call me at (928) 871-7382.



# THE NAVAJO NATION

RUSSELL BEGAYE  
PRESIDENT

OFFICE OF THE NAVAJO TAX COMMISSION  
Post Office Box 1903 • Window Rock, Navajo Nation (Arizona) 86515-1903  
(928) 871-6681 • (928) 871-7608 FAX

JONATHAN NEZ  
VICE-PRESIDENT

## MEMORANDUM

**TO :** Martin Yazzie, Senior Economic Development Specialist  
Chinle Regional Business Development Office  
Division of Economic Development

**FROM :** Jante & rs  
Larieta L. Tso Senior Tax Compliance Officer  
Office of the Navajo Tax Commission

**DATE :** October 11, 2016

**SUBJECT :** Hoosh Doh Dii To' Development, Inc.

RECEIVED  
OCT 17 2016  
CHINLE RBDO  
CANDO

Per your request, our office has reviewed The Office of the Navajo Tax Commission files for Hoosh Doh Dii To' Development, Inc. Hoosh Doh Dii To' Development, Inc. *is currently NOT registered* with our office under the sales tax requirements.

If you have any questions or need further clarification, contact me directly at (928) 871-7131.

cc: Taxpayer File  
Chrono



The Navajo  
Whippoowill Chapter



P.O. Box 279, Pinon, Arizona 86510 Telephone: (928) 725-3727/3728 FAX: (928) 725-3745/3177  
Community Service Coordinator- Marian Bowman \*\*\*\* Account Maintenance Specialist - Vacant

Dwight Witherspoon, Council Delegate Jennifer Begay, President Elroy Bahe, Vice President Loretta Begay, Secretary/Treasurer

**RESOLUTION OF THE WHIPPOORWILL CHAPTER WC15: 149**

**THE WHIPPOORWILL CHAPTER HEREBY REQUESTS THE  
RECINDING OF EDCJA-04-02 THE ISSUANCE OF 20 ACRES OF  
NAVAJO NATION TRUST LANDS WITHIN THE WHIPPOORWILL  
CHAPTER FOR COMMUNITY USE.**

**WHEREAS:**

1. The Navajo Nation Council Resolution CS-34-98 enacted the Navajo Nation Local Governance Act and codified it under Title 26 of the Navajo Nation Code; and
2. Pursuant to Title 26 NNC, Section B-1&2, the purpose of the Local Governance Act is to recognize at the local level and to delegate to chapter government with respect to local matters consistent with Navajo Laws including custom and tradition and to make decisions over local matter; and
3. In 2002 The Hoosh Dooh Dii To' Development, Inc. received the lease for construction, operation and maintenance of Elderly Home Units; Elderly Group Home; Office Complex; Multipurpose Building; and
4. Hoosh Dooh Dii To' Development, Inc. has lost their 501 (C)(3) status; and
5. Hoosh Dooh Dii To' Development, Inc. is no longer managing the property; and
6. The Reclaiming of the 20 Acres of Land will benefit the Community of Whippoowill.

**NOW THEREFORE BE IT RESOLVED THAT:**



*The Navajo Nation  
Whippoorwill Chapter*

P.O. Box 279, Pinon, Arizona 86510 Telephone: (928) 725-3727/3728 FAX: (928) 725-3745/3177  
Community Service Coordinator- Marian Bowman \*\*\*\* Account Maintenance Specialist - Vacant

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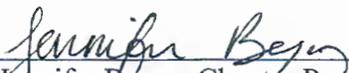
Dwight Witherspoon, Council Delegate Jennifer Begay, President Elroy Bahe, Vice President Loretta Begay, Secretary/Treasurer

The Whippoorwill Chapter Hereby Requests the Rescinding of EDCJA-04-02 The Issuance of 20 Acres Of Navajo Nation Trust Lands Within The Whippoorwill Chapter For Community Use.

**CERTIFICATION**

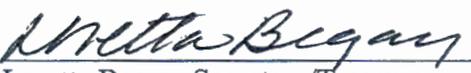
We hereby certify that the foregoing resolution was duly considered by the Whippoorwill Chapter at a duly called meeting in Whippoorwill, Navajo Nation, Arizona which quorum was present that same was passed by vote of 21 in favor 00 opposed and 06 abstained on this 15th day of July, 2015.

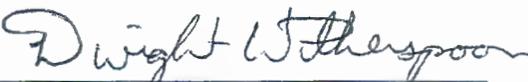
Motion by: George Denezpi Sr.

  
Jennifer Begay, Chapter President

  
Elroy Bahe, Vice-President

Second by: Manuel Begay

  
Loretta Begay, Secretary/Treasurer

  
Dwight Witherspoon, Council Delegate

RESOLUTION OF THE  
WHIPPOORWILL CHAPTER  
OF THE NAVAJO NATION

Approving the Withdrawal of Land for Project Developments  
and Requesting the Navajo Nation for Financial and Technical  
Assistances to Initiate the Development of these Projects

WHEREAS:

1. The Whippoorwill Chapter is a certified chapter of the Navajo Nation by the Navajo Tribal Council CAU-36-79; and
2. The Whippoorwill Chapter is increasing its population and is in extreme need of developments which will provide assistance and employment; and
3. The majority of the people from the Whippoorwill Chapter supported such an endeavor recognizing that the development of such projects as housing, school, clinic, senior citizen center, store with an auto service station will be beneficial to the local residents in term of time and cost; and
4. The Whippoorwill Chapter identified a parcel of land consisting of two hundred (200) acres more or less, located on the western side of Indian Services Road No. 67 approximately three miles north of the Smoke Signal Trading Post and approximately two miles east of the Whippoorwill Chapter house; and
5. Further, the Whippoorwill Chapter needs the technical and financial assistance to conduct the intricate studies needed to determine the feasibilities of developing the projects.

NOW THEREFORE BE IT RESOLVED THAT:

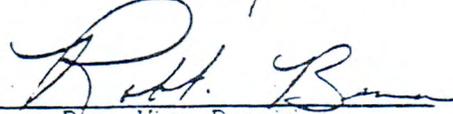
1. The Whippoorwill Chapter hereby approves the withdrawal of two hundred (200) acres, more or less, of land located on the western side of Indian Services Road No. 67, approximately three miles north of Smoke Signal Trading Post and approximately two miles east of the Whippoorwill Chapter House for the development of projects.
2. The Whippoorwill Chapter hereby requests the Navajo Nation for technical and financial assistance to initiate the development of the projects.
3. The Whippoorwill Chapter recommends that the Navajo Nation expedite these requests since it is in line with Chairman Peter McDonald's priority of economic self-sufficiency.
4. Further, Whippoorwill Chapter has consent of four (4) grazing permit holders. EXHIBIT "A". Attached is a petition signed by other land users. EXHIBIT "B".

CERTIFICATION

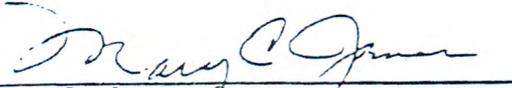
We hereby certify that the foregoing resolution was duly considered by the Whippoorwill Chapter at a duly called meeting at Whippoorwill, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 41 in favor and 0 opposed, this 13 day of May, 1987.



Clarence Bahe, Chapter President



Robert Ben, Vice-President



Mary C. James, Secretary



Tom Y. Babe, Council Delegate



Larry Beck, Council Delegate

**RESOLUTION OF THE WHIPPOORWILL SPRING CHAPTER**

**Revising the initial endowment of five (5) acres of the 170 acres development tract to Hoosh Dooh Dii To' Development Incorporated (HDDT, Inc.) to twenty acres (20) for various proposed development.**

**Whereas, the Whippoorwill Spring Chapter is a certified chapter of the Navajo Nation Council and is vested with the authority to address local concerns of the people within the Whippoorwill Springs Community; and**

**Whereas, the Whippoorwill Spring Chapter is established and vested with the authority to represent the local chapter members, components and entities regarding the needs of its constituents including the Hoosh Dooh Dii To' Development Incorporated; and**

**Whereas, the Whippoorwill Spring Chapter withdrew 200 acres to be a development site in 1987, because of its growing population and need for development in all areas of livelihood; and**

**Whereas, the Whippoorwill Spring Chapter is promulgated the authority to designate parcels of land withdrawn for development in accordance to the Indian Affairs and Navajo land withdrawal and acquisition procedures; and**

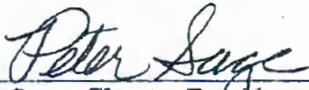
**Whereas, the Whippoorwill Spring Chapter community is vastly underdeveloped, it is determined to contribute in the development initiatives of the HDDT, Inc.**

**Now therefore be it resolved that:**

The Whippoorwill Spring Chapter hereby confer twenty (20) acres of the 170 acres designed for development to Hoosh Dooh Dii To' Development Incorporated to develop Elderly Group Homes, Fire Station, Office Building and other developments as probable initiatives materialize.

**CERTIFICATION**

We, hereby certify that the foregoing resolution was duly considered by the Whippoorwill Spring Chapter at a duly called meeting at Whippoorwill Spring, Navajo Nation, Arizona, at which a quorum was present and that same was passed by a vote of 28 in favor, 0 opposed, 0 abstained, this 21<sup>st</sup> day of January, 2001.



Peter Sage, Chapter President

Elroy Bahe, Vice President



Ella M. Lee, Secretary Treasurer



Tom LaPahe, Council Delegate

COPY

RESOLUTION OF WHIPPOORWILL SPRINGS CHAPTER

Approving and Establishing Hoosh Doh Dii' To' Development  
Inc., as a Non-Profit Making Organization and Appointing  
(5) Five Member Board

WHEREAS:

1. Whippoorwill Springs Chapter is a duly certified chapter pursuant to N.T.C. Resolution CAU-36-79; and

2. Hoosh Doh Dii' To' is interpreted to mean Whippoorwill Springs in Dine' language; and

3. Whippoorwill Springs Chapter is seeking various avenues to solicit funds to implement community development projects; and

4. Whippoorwill Springs Chapter through its leadership has consulted with Division of Community Development staff persons and Navajo Nation Justice Department to formulate Articles of Incorporation for a non-profit making organization; and

5. Whippoorwill Springs Chapter wants to address concerns in areas of; Health, Education, Water & Soil Conservation, Roads, Housing, and Economic Development; and

6. Whippoorwill Springs Chapter has also designated individuals with leadership capabilities, education and knowledge of community needs, to be agent and board members of Hoosh Doh Dii' To' Development, Inc.; and

7. Whippoorwill Springs Chapter deems necessary to file with Navajo Nation Incorporation Commission and Internal Revenue Service to attain Tax ID Number to officially operate as a non-profit making organization; and

8. Whippoorwill Springs Chapter requests the Board Members, and their agent to immediately begin the necessary process to activate this organization.

NOW THEREFORE BE IT RESOLVED THAT:

1. Whippoorwill Springs Chapter hereby approves and establishes Hoosh Doh Dii' To' Development Inc., as a non-profit making organization.

2. Whippoorwill Springs Chapter further appoints the following individuals to serve on the board:

- a. Albert Wartz
- b. Clarence Bahe
- c. Juan Begay
- d. Robert Ben
- e. Tom Y. Bahe

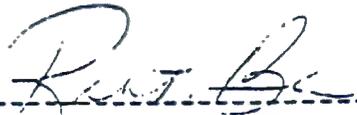
3. Furthermore, Whippoorwill Springs Chapter authorizes the Board Members and their agent to immediately activate the organization by process all necessary documentation.

C E R T I F I C A T I O N

We hereby certify that the foregoing resolution was duly considered by the Whippoorwill Springs Chapter at a duly called meeting at Whippoorwill Springs, Navajo Nation (Arizona) at which a quorum was present and that same was passed by a vote of 16 in favor and 0 opposed, this 24 day of June, 1993.

10 Abstained

  
-----  
Council Delegate

  
-----  
Chapter President

  
-----  
Chapter Vice President

  
-----  
Chapter Secretary



# NAVAJO NATION CORPORATION CODE

## CERTIFICATE OF REVOCATION OF HOOSH DOH DII TO' DEVELOPMENT, INC.

*To all to Whom these Presents Shall Come, Greetings*

THE SAID Corporation, Hoosh Doh Dii To' Development, Inc., File Number: 100176 have failed to comply with the provisions of the Navajo Nation Corporation Code, Article X, Section 3175.

THEREFORE, I certify that Business Regulatory Department, Division of Economic Development, pursuant to the Navajo Nation Corporation Code, Article V, Section 3142, hereby issue this CERTIFICATE OF REVOCATION on this Second day of July, 2013.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navajo Nation Corporation Code at Window Rock, Arizona this Second day of July, 2013.

\_\_\_\_\_  
Department Manager  
Business Regulatory Department  
Division of Economic Development

## EXECUTIVE SUMMARY

### **Unilateral Business Site Lease Termination**

**Hoosh Doh Dii T'oo Development, Incorporation  
Whippoorwill, AZ**

Pursuant to the Whippoorwill Chapter's resolution<sup>1</sup>, the Chinle Regional Business Development Office (RBDO) presents the documentations necessary to unilaterally terminate the business site lease for Hoosh Doh Dii To' Development, Inc.

In 1987 the Whippoorwill Chapter passed a resolution<sup>2</sup> to approve a 200 acre land withdrawal for community development. Twenty acres was allotted to the Hoosh Doh Dii To' Development, Inc<sup>3</sup>. which was established by the Whippoorwill Chapter in June 1993 to implement the community development projects<sup>4</sup>. HDDT, Inc. obtained its 501c Non-Profit status and became a legally recognized entity by registering with the Navajo Nation Business Regulatory Department. A business site lease was issued to HDDT, Inc. for the 20 acres with a term of 25 years as signed by the Secretary of Interior on May 28, 2004<sup>5</sup>.

The HDDT, Inc. has dissolved and ceased to exist. The organization has abandoned the business site and no longer managing the properties. The Whippoorwill Chapter issued a resolution to rescind resolution EDCJA-04-02 which approved issuing the business site lease to HDDT, Inc<sup>6</sup>. The chapter also reclaims the land for community use as part of this rescission.

The Chinle Regional Business Development Office confirms the HDDT, Inc.'s good standing with the Nation is revoked<sup>7</sup>; further, the HDDT, Inc. has not updated their 501c since 2014. Therefore, the business site lease CH-04-128 shall unilaterally be terminated. All properties and improvements shall remain on the site and become a property of the Lessor, Navajo Nation<sup>8</sup>.

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<sup>1</sup> Whippoorwill Chapter Resolution #WC15:149 (Tab 3a)

<sup>2</sup> 200 Acre Land Withdrawal (Tab 3b)

<sup>3</sup> Resolution of Whippoorwill Chapter (Tab 3)

<sup>4</sup> Resolution of Whippoorwill Chapter, (Tab 3)

<sup>5</sup> Bureau of Indian Affairs Business Site Lease, CH-04-128 (Tab 4)

<sup>6</sup> Whippoorwill Chapter Resolution WC15:149 (Tab 3)

<sup>7</sup> Certificate of Revocation (Tab 7)

<sup>8</sup> Navajo Nation Economic Development Lease, Part I, Section E2. (Tab 4)



Date Issued: 12/02/2016

**FIVE OFFICIAL REVIEW**

ment Inc-04-128 Contact Name: YAZZIE, MARTINA M.

DEVELOPMENT

Phone Number: (928) 675-9927

		Sufficient	Insufficient
<u>Final Decision</u>	Date: <u>12-8-16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>do work</u>	Date: <u>12-19-16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
within 30 days of the initiation of the E.O. review)	Date: <u>1/10/17</u>	<input checked="" 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"/>

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



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ 12/20/16 2:47 p.m. DATE/TIME 7 Day Deadline DOC #: 007131 SAS #: UNIT: ECDU

RESUBMITTAL

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

CLIENT TO COMPLETE: DATE OF REQUEST: 12/14/16, CONTACT NAME: Martina Yazzie, PHONE NUMBER: (928) 871-7378, ENTITY/DIVISION: Div. of Economic Dev., DEPARTMENT: Chinle RBDO/SBDO, E-MAIL: mmanycaws\_yazzie@yahoo.com, TITLE OF DOCUMENT: Business Site Lease Termination CH93-93 Hbosh Doo Dii To' Development, Inc. DOJ SECRETARY TO COMPLETE: DATE/TIME IN UNIT: 12-20-16 4pm, REVIEWING ATTORNEY/ADVOCATE: Cathia Johnson, DOJ ATTORNEY/ADVOCATE COMMENTS: Emailed Martina on 12/21 @ 4:11 pm subject sufficient, REVIEWED BY: (PRINT) LBJ, DATE/TIME 1/10/17 1045am, SURNAMED BY: (PRINT) LBJ, DATE/TIME 1/10/17 1045am, DOJ Secretary Called: Jennifer Jones, Martina for Document Pick Up on 1/11/17 at 845 am By: AH, PICKED UP BY: (PRINT), DATE/TIME:

NNDJ/DRRF-July 2013





**THE NAVAJO NATION**

**RUSSELL BEGAYE  
JONATHAN NEZ**

November 14, 2016

**MEMORANDUM**

**TO** : 164 Reviewers

**THROUGH** : *Anthony Little*  
Anthony Little, Program Manager  
Chinle Regional Business Development Office  
DIVISION OF ECONOMIC DEVELOPMENT

**FROM** : *Martina Yazzie*  
Martina Yazzie, Senior Economic Development Specialist  
Chinle Regional Business Development Office

**SUBJECT** : **Unilateral Termination Business Site Lease CH-04-128**

The Chinle Regional Business Development Office, at the request of the Whippoorwill Chapter, hereby submits the Unilateral Termination of Business Site Lease CH-04-128 for Hoosh DooH Dii To' Development Incorporated. The Chapter had previously established this Non-Profit Organization to construct and operate elderly homes within the community of Whippoorwill Springs. The sixteen octagon units and a newly built Assisted Living facility will remain on site as permanent improvement. The organization has neglected and abandoned the business site. The chapter became aware of this and has requested RBDO to terminate the business site lease.

RBDO has performed research to determine the current status which is the revoked Certificate of Good Standing and IRS confirmation the entity has lost its 501c status. The RBDO has also consulted with former HDDT, Inc. to encourage the organization to regroup and revive; however, the former board members are not interested.

Therefore, it is in the best interest of all parties to terminate this lease and to re-let the site to another operator.

Your favorable consideration is appreciated. Should you have questions, please contact me directly at (928) 674-2242. Thank you.

The Navajo Nation Division of Economic Development Office  
Chinle Regional Business Development Office  
PO Box 565, Chinle, AZ 86503 (928) 675-2240 (928) 674-2244 Fax