

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

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE MUTUAL  
TERMINATION OF BUSINESS SITE SUBLEASE NO. CH-93-93 BETWEEN THE  
NAVAJO NATION AND CAROLYN YAZZIE (DBA) ROCKY RIDGE GENERAL STORE

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. Business Site Lease No. CH-93-93 between the Navajo Nation and Harry and Carolyn Yazzie, DBA, Rocky Ridge General Store, was entered in to September 16 1993. See **Exhibit "A"**.

B. In a letter dated, December 14, 2016, Carolyn Yazzie, doing business as Rocky Ridge General Store, submitted a formal request for mutual termination of the Business Site Lease CH-93-93. See **Exhibit "B"**.

C. Mutual termination of Lease CH-93-93 was stipulated by the terms of a "Settlement Agreement Between the Navajo Nation and Carolyn Yazzie, DBA: Rocky Ridge General Store", dated August 7, 2009. See **Exhibit "C"**.

D. A Mutual Termination of Business Site Lease No. CH-93-93 has been signed by Carolyn Yazzie and is found at **Exhibit "D"**.

E. The proposed mutual termination has been found sufficient pursuant to the Executive Official Review. See Exhibit

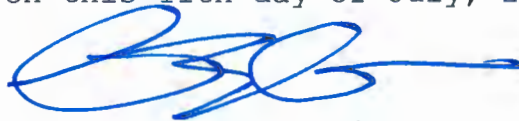
**Section Three. Approval**

A. The Navajo Nation hereby approves the Mutual Termination of Business Site Sublease CH-93-93, as set forth in **Exhibit "D"**.

B. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute this Mutual Termination of Business Site Sublease CH-93-93 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 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at Black Mesa Chapter House, Black Mesa, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained on this 11th day of July, 2017.

A handwritten signature in blue ink, appearing to read 'Alton Joe Shepherd', with a long horizontal flourish extending to the right.

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

Motion: Honorable Benjamin Bennett  
Second: Honorable Jonathan Perry



NN-07-90

LEASE NO. : CH-93-93

LEASE FEE: \$60.00

## LEASE

THIS LEASE, in sextuplicate, is made and entered into this 16<sup>th</sup> day of Sept. 1993 by and between THE NAVAJO NATION, hereinafter called Lessor, whose address is Post Office Box 308, Window Rock, Navajo Nation (Arizona) 86515, and Harry & Carolyn Yazzie (C#500.830 and C#200.444), dba: Rocky Ridge General Store, hereinafter called the Lessee, whose address is P. O. Box 137, Hotevilla, AZ 86030, in accordance with the provisions of 25 U.S.C., Sections 415 and 635, as implemented by the regulations contained in 25 CFR Part 162, and any amendments thereto relative to business leases on restricted lands which by this reference are made a part hereto.

### 1. DEFINITIONS

- A. "Secretary" means the Secretary of the Interior or his authorized representative, delegate, or successor.
- B. "Gross Receipts" means all income, including money and any other thing of value, received by or paid to Lessee or its affiliates, whether individuals, corporations, partnerships, or other legal entity, or received by or paid to others for Lessee's or its affiliates' use and benefit, derived from business done, sales made, or services rendered directly or indirectly from or on the leased premises or any portion thereof. All income accruing from credit transactions shall be treated as "gross receipts" as of the date credit is extended. Gross Receipts shall not include amounts collected and paid out for a sales or excise tax imposed by any duly constituted governmental authority where such tax is billed to the purchaser as a separate item. Any taxes paid by the Lessee as part of the cost of merchandise purchased by the Lessee are not to be excluded or deducted. It shall not include credits for the exchange of goods or merchandise between stores, if any, of Lessee or its affiliates where such exchange is made solely for the convenient operation of business and not for the purpose of consummating a sale previously made directly from or on the leased premises. It shall not include the amount of any refund where the merchandise sold, or some part thereof, is returned by the purchaser and accepted by Lessee or its affiliates. It shall not include income from the sale of fixtures, or good will, or the sale of improvements, including, but not limited to, corrals, buildings, livestock scales and holding pins.

## 2. LAND DESCRIPTION

For and in consideration of the rents, covenants, and agreements hereinafter set out, the Lessor hereby leases to the Lessee the following described premises:

From known section corner (standard U.S. General Office Survey Marker) T 31 N. R 16 E., Sections 28, 27, 33 and 34; thence going due East 5280 feet to pile of rock, where corner had been. Thence N. 73° 00' E., 95 feet to witness tree.

Markings on witness tree T 31 N. R. 16 E., 26 SW., from supposed corner S. 84° 27' E., 245.0 feet to corner No. 1 of James C. Harrison Lease; thence N. 33° 04' E., 500 feet to corner No. 2; thence S. 56° 56' E., 500 feet to corner No. 3; thence S. 33° 04' W., 400 feet to corner No. 4; thence N. 56° 56' W., 100 feet to corner No. 5; thence S. 33° 04' W., 100 feet to corner No. 6; thence N. 56° 56' W., 400 feet to corner No. 1 and point of beginning. Plot contains 5.51 acres.

All existing, established or customary roads and rights of way of any nature are excepted from the area demised by this lease.

All of the above land is located in Rocky Ridge, County of Navajo, State of Arizona, subject to any prior, valid, existing rights-of-way. There is reserved from the perimeter of the demised premises a right of way for utilities constructed by or on authority of the Lessor.

## 3. PURPOSE, UNLAWFUL USES

Lessee shall develop, use and operate the leased premises for the following purposes only:

Sales of general merchandise; including groceries, dry goods, hardware, Arts & Crafts, Hay and feed, Gasoline, Propane, & buying and selling of livestock.

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, which consent may be withheld, granted, or granted upon conditions, in the sole discretion of Lessor and the Secretary.

Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

## 4. TERM

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



5. **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 and Lessee warrants that it has not relied on any warranty or representation made by or for Lessor or the United States, but solely upon Lessee's independent investigation.

6. **RENTAL**

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 greater of the following amounts as annual rental hereunder:

- (a) A percentage of gross receipts of business as specified below, whether such businesses are operated by Lessee, Sublessee, Assignee or operated under a management agreement.

Three percent (3%) of Gross Sales from Convenience Store Operation.

- (b) The sum of \$2,000.00 (Two Thousand Dollars) as a Guaranteed Minimum Annual Rental (GMAR) hereunder.

It is acknowledged and agreed that Lessee's rental obligation hereunder is an obligation to pay either the percentage rental amounts more specifically defined in Section 6 (a) above or the guaranteed minimum annual rent (GMAR) as more specifically set forth in Section 6(b) above, whichever amount is greater.

The 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 the rental is due. All rental shall be deposited with the Controller of the Navajo Nation. When the annual accounting required by Section 7 of this Lease is completed, the Lessee shall pay any balance due on any percentage rental, or if there is overpayment, the overpayment shall be credited toward future rents.

Rental unpaid ten (10) days after the due date shall bear interest at five percent (5%) per annum, in excess of the prime rate of interest as published by the Wall Street Journal, 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.

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.

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 on the leased premises shall be entered into, the rent and other terms of this Lease shall be subject to renegotiation and the provisions of Section 14 of this Lease.

## 7. ACCOUNTING

The Lessee shall, not later than April 15, of each successive calendar year or fraction thereof following the date the term of this Lease begins, submit to Lessor and the Secretary individually, certified statements of gross receipts. Failure to submit aforementioned statements on a timely basis shall be considered a breach of the Lease and the Lease may be subject to cancellation. With said statements, Lessee shall tender payment of any balance due for the preceding calendar year under the percentage rental fee as set forth in Section 6 above. Said statement shall be prepared by a Certified Public Accountant, licensed in the State of Arizona, New Mexico, or Utah, in conformity with standard accounting procedures. Any duly authorized representative of the United States Government, or any qualified accounting agent or agents appointed by the Lessor, shall have access to and the right to examine and audit any pertinent books, documents, papers, and records of the Lessee and the Lessee's tenants, if any, relating to this Lease during the normal business hours of any working day. Lessee shall insert a similar provision in all subleases and shall make available to said representative, agent, or agents, all books and records of Lessee's tenants which may be requested or may be necessary for completion of a full audit of all business conducted on the leased premises. The acceptance by the Lessor or the Secretary of any monies paid to Lessor or the Secretary by Lessee as percentage rental for the leased premises as shown by any statement furnished by Lessee shall not be an admission of the accuracy of said statement, or of the sufficiency of the amount of said percentage rental payment, but the Lessor or the Secretary shall be entitled at any time within four (4) years after receipt of any such percentage rental payment to question the sufficiency of the amount thereof and/or the accuracy of the statements furnished by Lessee to justify same and shall have the right to examine and/or audit as hereinbefore described. Therefore, Lessee shall for said period of four (4) years after submission to the Lessor or the Secretary of any such statement keep safe and intact all of Lessee's records, books, accounts, and other data which in any way bears upon or are required to justify in detail any such statement, and Lessee shall insert a provision in all subleases requiring similar retention of records.

## 8. IMPROVEMENTS

The Lessee, in consideration for the granting of this Lease, covenants and agrees that Lessee will renovate present buildings, including walls, roofs & electrical systems, replaster the interior and exterior walls, and replace gasoline systems at a cost of and having a reasonable value of \$50,000.00 or more. 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, who may require Lessee, at Lessee's expense, to remove improvements and restore the premises to its 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.

#### 9. PLANS AND DESIGNS

Within one hundred eighty (180) days from the date this Lease is approved by the Secretary, Lessee shall submit to Lessor for approval, a general plan and architect's design for the complete development of the entire leased premises, together with a phased program, by specific areas, of the developments included as a part of the general plan. Approval or disapproval of the general plan, architect's design or phased development programs shall be within the sole discretion of Lessor. Lessor's review of all plans or specifications pursuant to this Section is solely to protect the interests of the Lessor in the leased premises and the Lessor shall not be the guarantor of, nor be responsible for, the accuracy or correctness of any such plans. No change will be made in the general plan, architect's design, plots, surveys, or specifications without the consent of Lessor. Approval of the general plan, architect's design, and/or a phased program of development shall in no way be deemed a waiver of the requirements of applicable Tribal law and Lessee shall comply with all applicable Tribal laws and regulations. Upon completion of the proposed improvements the Lessee shall provide the Lessor "as built" drawings depicting the improvements as a completed structure.

#### 10. COMPLETION OF DEVELOPMENT

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 9 above, within 24 months from the beginning date of the term of this Lease. If Lessee fails to complete full development within such period, such failure shall constitute a breach of the terms of this Lease and shall be cause for cancellation.

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.

#### 11. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

All 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 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 \$5,000.00 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

hereinabove provided, or from Lessee's non-observance of any law, ordinance or regulation applicable thereto.

## 12. RENTAL AND PERFORMANCE BOND

Upon approval of this Lease by the Secretary, Lessee agrees to post a corporate surety bond or other security acceptable to Lessor and the Secretary in a penal sum of \$2,000.00, 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.

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, copy of which certificate shall be furnished 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.

## 13. CONSTRUCTION BOND

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 Secretary 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 Secretary or an institution acceptable to the Secretary and Lessor, negotiable United States Treasury Bonds, or cash, or furnishing a non-revocable letter of credit satisfactory to Lessor and Secretary 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 and the Secretary, 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.

If Lessee enters into a construction loan agreement with a financial institution, said loan agreement shall be subject to the approval of Lessor. 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 the difference between the amount of the loan and the total cost of the improvement.

#### 14. SUBLEASE, ASSIGNMENT, MANAGEMENT AGREEMENT, TRANSFER

Notwithstanding the provisions of 5 N.T.C. Section 2313(c), Lessee shall not sublease, assign, place under a management agreement, or in any manner whatsoever transfer this Lease or any right to or interest in this Lease or any of the improvements on the leased premises, or sell, assign or transfer more than forty-nine percent (49%) of the corporate stock of any corporation named as Lessee without the written approval of Lessor, the Secretary and sureties, if any, and no such sublease, assignment, sale, amendment or transfer shall be valid or binding without such approval, and then only upon the condition that the Sublessor, assignee or other successor in interest, excepting an approved encumbrancer, shall agree in writing to be bound by each and all of the covenants and conditions of this Lease. Should Lessee attempt to make any such sublease, assignment, sale, amendment, or transfer, except as aforesaid, such action shall be deemed a breach of this Lease, excepting that an encumbrancer, as herein set forth, may enforce his rights in the manner hereinafter provided. Approval of one sublease, assignment, sale, amendment or transfer shall not validate a subsequent sublease, assignment, sale, amendment or transfer, and the restrictions of this Section shall apply to each successive sublease, assignment, sale, amendment or transfer hereunder and shall be severally binding upon each and every Sublessor, assignee, transferee and other successor in interest of the Lessee, excepting an encumbrancer.

For purposes of this Section, the creation of any partnership, corporation, joint venture, management agreement or any other arrangement under which any person or entity, other than Lessee is entitled to share in profits derived directly or indirectly from the leased premises or activities carried out thereon, shall be considered a sublease or assignment of this Lease, and therefore shall require the approval of Lessor and the Secretary.

Approval or disapproval of any sublease, assignment, management agreement, or transfer, for any purpose whatsoever, by the Lessee shall be within the sole discretion of Lessor. Approval of any sublease, assignment, management agreement, or transfer is subject to the approval of the Secretary. Lessor reserves the right to adjust the rental provisions of this Lease upon any sublease, assignment or transfer.

#### 15. ENCUMBRANCE

This Lease, or any right to or interest in this Lease or any of the improvements on the leased premises, may not be encumbered without the written approval of the Lessor, the Secretary and sureties and no such encumbrance shall be valid without said approval.

An encumbrance must be confined to the leasehold interest of the Lessee or the subleasehold interest of a Sublessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish as requested any financial statements or analyses pertinent to the encumbrance that the Lessor and the Secretary may deem necessary to justify the amount, purpose and terms of said encumbrance.

"Approved encumbrance" herein shall mean an encumbrance approved by the Secretary, the Lessor, and sureties, if any, in the manner provided herein. "Encumbrancer" herein shall mean the owner and holder of an approved encumbrance.

1. An encumbrancer of any Sublessee, in the event of default by Sublessee of the terms of an approved encumbrance, may exercise any rights provided in such approved encumbrance, provided that before any sale of subleasehold, whether under power of sale or foreclosure, the encumbrancer shall give to Lessor, the Secretary, and Lessee hereunder notice of the same character and duration as is required to be given to the Sublessor by the encumbrancer and/or by applicable law.

If notice of such sale shall be given and the defaults or any of them upon which such notice of sale is based shall then continue, Lessee or Lessor, if Lessee fails to act, shall have the following rights which may be exercised at any time prior to the completion of sale proceedings.

(a) To pay the encumbrancer the full unpaid principal amount of the approved encumbrance, plus unpaid interest accrued to the date of such payment, plus foreclosure or sale costs incurred to the date of such payment.

(b) To execute in favor of the encumbrancer a promissory note and a new encumbrance, which new encumbrance must be approved by the Secretary, for the full unpaid principal amount of the approved encumbrance, plus unpaid interest accrued to the date of such execution plus sale expenses incurred to the date of such execution, upon the same terms and conditions as originally provided by the approved encumbrance, and delivering to the encumbrancer a policy of title insurance in the face amount of such promissory note issued by a reputable title insurance company, and insuring that the new encumbrance is a first lien upon the subleasehold described in said sublease subject only to current taxes and to conditions, restrictions, and reservations of record at the time of recording the approved encumbrance.

If Lessee or Lessor exercises either of the above rights, all of the right, title, and interest of the Sublessee in the sublease shall automatically terminate on the same date the right is exercised and Lessee or Lessor shall, on the same date, acquire the subleasehold; however, the acquisition of the subleasehold by Lessee or Lessor under these circumstances shall not serve to extinguish the sublease by merger with the Lease or otherwise.

In the event Lessee or Lessor does not avail himself of the above rights and any sale under the approved encumbrance occurs, whether by power of sale or foreclosure, the purchaser at such sale shall succeed to all of the rights, title, and interest of the Sublessee in the subleasehold covered by said encumbrance. It is further agreed that if the purchaser at such a sale is the encumbrancer, the encumbrancer may sell and assign the subleasehold without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of the sublease. If the encumbrancer is the purchaser, it shall be required to perform the sublease only so long as it retains title thereto. If a sale under the approved encumbrance occurs and the purchaser is a party other than the encumbrancer, approval by Lessor and the Secretary of any assignment will be required and said purchaser, as successor in interest to the Sublessee, shall be bound by all the terms and conditions of the sublease and will assume in writing all the obligations thereunder.

2. In the event of default by the Lessee of the terms of an approved encumbrance, the encumbrancer may exercise any rights provided in such approved encumbrance, provided that before any sale of the leasehold, whether under power of sale or foreclosure, the encumbrancer shall give to Lessor and the Secretary notice of the same character and duration as is required to be given Lessee by such



encumbrance and/or by applicable law. If notice of such sale be given, and the defaults of any of them upon which notice of sale is based shall then continue, Lessor shall have the following rights which may be exercised at any time prior to the completion of sale proceedings:

(a) To pay to the encumbrancer the full unpaid principal amount of the approved encumbrance plus unpaid interest accrued to the date of such payment, plus sale costs incurred to the date of such payment.

(b) To execute in favor of the encumbrancer a promissory note and a new encumbrance, which new encumbrance must be approved by the Secretary, for the full unpaid principal amount of the approved encumbrance, plus unpaid interest accrued to the date of such execution, plus sale expenses incurred to the date of such execution, upon the same terms and conditions as originally provided by the approved encumbrance, and delivering to the encumbrancer a policy of title insurance in the face amount of such promissory note, issued by a reputable title insurance company, and insuring that the new encumbrance is a first lien upon the property described in this Lease subject only to current taxes and to conditions, restrictions and reservations of record at the time of recording the new encumbrance.

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

In the event Lessor does not avail himself of the rights set forth in this Section and any sale under the approved encumbrance occurs, whether by power of sale or foreclosure, the purchaser at such sale shall succeed to all of the rights, title, and interest of the Lessee in the leasehold estate covered by said approved encumbrance. It is further agreed that if the purchaser at such sale is the encumbrancer, the encumbrancer may sell and assign the leasehold interest without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of this Lease. If the encumbrancer is the purchaser, it shall be required to perform this Lease only so long as it retains title thereto. If a sale under the approved encumbrance occurs and the purchaser is a party other than the encumbrancer, approval by Lessor and the Secretary of any assignment will be required and said purchaser, as successor in interest to the Lessee, shall be bound by all the terms and conditions of this Lease and will assume in writing all the obligations thereunder.

#### 16. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee. Lessee shall discharge all such liens before any action is brought to enforce same; further, Lessee shall pay before becoming delinquent, all taxes, assessments, licenses, fees, and other like charges levied during the term of this Lease upon or against the leased land and all interests therein and property thereon, for which either Lessee or Lessor may become liable. Upon request Lessee shall furnish Lessor and the Secretary written evidence duly certified that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property, by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless Lessor, the

Secretary and the leased premises and all interest therein and improvements thereon from any and all claims, taxes, assessments, and like charges and from any lien therefor, or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee. In addition to the rents, taxes and other charges herein described, Lessee shall pay charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises.

#### 17. LESSOR'S PAYING CLAIMS

Lessor shall have the option to pay any lien or charge payable by Lessee under this Lease, or settle any action therefor, if the Lessee after written notice from the Lessor or Secretary fails to pay or to post bond against enforcement. All costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee on demand, with interest at the rate of five percent (5%) per annum in excess of the prime rate of interest as published by the Wall Street Journal from the date of Lessor's payment until repayment is made. Failure to make such repayment on demand shall constitute a breach of this Lease.

#### 18. SANITATION

Lessee hereby agrees to comply with all applicable sanitation codes, requirements, or laws which may be related to the purpose of this document as set forth in Section 3 hereinabove. Such compliance shall specifically include, but not be limited to, the sanitary regulations of the U.S. Public Health Service. Lessee further agrees to at all times maintain the entire premises in a safe, sanitary condition, presenting a good appearance both inside and out in all buildings operated on the leased premises.

#### 19. PUBLIC LIABILITY INSURANCE

At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of \$100,000.00 for personal injury to one person and \$300,000.00 per occurrence, and \$50,000.00 for property damage. Said policy shall be obtained from a reliable insurance company licensed to do business in the State in which the leased premises are located and shall be written jointly to protect Lessee, Lessor and the United States of America and shall provide for notification to Lessor prior to any cancellation or non-renewal of said policy for any reason including non-payment of premiums. A copy of said policy shall be furnished Lessor and the Secretary. There shall be a periodic review, at not less than five (5) year intervals, of all insurance policies and coverage amounts held under this Lease. The review shall give consideration to the economic conditions at the time and may result in adjustment of the type of insurance coverage or the amounts of any coverage whenever, in the discretion of Lessor, such adjustment is necessary for the protection of Lessor or the United States. Neither Lessor nor the United States Government, nor their officers, agents or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure existing or erected thereon, or arising from any accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and the United States Government and agrees to hold Lessor and the United States Government free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.



## 20. FIRE AND DAMAGE INSURANCE

Lessee, shall, from the date of approval of this Lease, carry fire and casualty insurance with extended coverage endorsement covering not less than full insurable value of all improvements on the leased premises. Said policy shall be obtained from a reliable insurance company licensed to do business in the State in which the leased premises are located, and shall be written jointly to protect Lessee, Lessor and the United States of America and shall provide for notification to the Lessor and the Secretary prior to any change in said policy or any cancellation or non-renewal of said policy for any reason, including non-payment of premiums. A copy of said policy shall be deposited with Lessor and the Secretary. In the event of damage to any improvement on the leased premises, Lessee shall rebuild, repair or otherwise reinstate the damaged improvement or building in a good and substantial manner according to the plan and elevation of the improvement or building so destroyed or damaged or in accordance with any modified plan approved in writing by the Lessor prior to commencement of repair or reconstruction. Repair or reconstruction shall commence as soon as possible and, in any event, within one (1) year after the damage occurs and shall be pursued diligently. Insurance proceeds shall be deposited in an escrow account with an institution approved by Lessor and the Secretary. Lessee shall also deposit in said escrow account all additional funds required to reconstruct the damaged improvement. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvements and that funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's, or contractor's certificates. All money in escrow after reconstruction has been completed shall be paid to Lessee.

In the event of damage to the extent of seventy-five (75%) or more of the total value of all improvements on the leased premises during the last five (5) years of the term of this Lease, Lessee shall have the option to reconstruct said improvements. Lessee shall provide Lessor with a written notice of the exercise of Lessee's reconstruction option within thirty (30) days of the event of damage giving rise to Lessee's reconstruction option. Should Lessee exercise its option to reconstruct, Lessee shall commence reconstruction of the damaged improvements within ninety (90) days of Lessee's exercise of its reconstruction option and shall diligently pursue the reconstruction to completion. Should Lessee not exercise its option to reconstruct, this Lease shall terminate one hundred and twenty (120) days after the event of damage giving rise to Lessee's reconstruction option. The leased premises shall be cleared of debris at Lessee's expense prior to termination of the Lease. Lessee shall not be charged rent during the period of debris removal unless Lessee occupies the leased premises beyond the Lease termination date, after which the Lessee will be charged hold over rental as provided in Section 30. In the event Lessee does not reconstruct, all insurance proceeds shall be paid to Lessor.

Any encumbrancer shall be named as a beneficiary under all insurance policies required by this paragraph and in the event of loss or damage to the buildings on the leased property while an approved encumbrance remains unpaid, the amount of such loss or damage (but not exceeding the remaining balance of the approved encumbrance) shall be paid to the encumbrancer on the condition that the encumbrancer agrees to comply with the reconstruction obligations set forth herein. If such amount paid to the encumbrancer is sufficient to repair the loss or damage with respect to which it was paid, or if Lessor or Lessee shall within three (3) months after such payment by the insurer to the encumbrancer deposit with the encumbrancer enough money to completely repair the loss or damage, when added to the amount paid by the insurer to the encumbrancer, the encumbrancer shall, upon written order of Lessor or Lessee, pay such monies for such repair, and it shall not be deemed a payment or credit on the encumbrance; but otherwise, at the expiration of such three (3) months said sum so paid by the insurer to the encumbrancer shall be applied and



credited upon the approved encumbrance. It is understood and agreed that nothing stated herein shall relieve Lessee of his obligation to repair and/or replace the damaged improvement to a condition as good or better than before the damage occurred.

21. EMINENT DOMAIN

If, at any time during the term of this Lease, the leased premises or any part thereof is taken or condemned under the laws of eminent domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises or part thereof taken shall forthwith cease and terminate. All compensation awarded by reason of the takings of leased land and any taking of or injury to the buildings or improvements located thereon shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking provided that, Lessee's right to such awards shall be subject to the rights of an encumbrancer to receive such awards as set out in an approved encumbrance. The rental thereafter payable hereunder to the remainder of the terms of this Lease shall be reduced in the proportion that the value of the entire premises is reduced by such taking or condemnation.

22. DEFAULT

Time is declared to be of the essence of this Lease. Should Lessee default in any payment of monies when due, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Secretary in accordance with Title 25, Chapter 1, Part 162.14 of the Code of Regulations or any amendments thereto. In addition to the rights and remedies provided by the aforementioned regulations, Lessor or the Secretary may exercise the following options upon Lessee's default;

A. Collect, by suit or otherwise, all monies as they become due hereunder, or enforce, by suit or otherwise, Lessee's compliance with all terms of this Lease, or

B. Re-enter the premises and remove all persons and property therefrom, excluding the property belonging to authorized Sublessees, 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 terminate the Lease thereafter, and without invalidating any right of Lessor and the Secretary 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 attorney's fees and any 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 or the Secretary may sue thereafter as each monthly deficiency shall arise; or

C. Take any other action deemed necessary to protect any interest of Lessor.

No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant of this Lease.

Exercise of any of the remedies outlined in this Section shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor or the Secretary, or any other rights or remedies now held or which may be held by Lessor in the future.



If any approved encumbrancer shall give Lessor, before any default shall have occurred in this Lease, a written notice containing the name and address and the interest in the premises of such encumbrancer, Lessor shall thereafter give to such encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given by Lessor to Lessee. Lessor shall accept such encumbrancer's performance of any of Lessee's covenants or other obligations under this Lease, with the same force and effect as though performed by Lessee. Upon providing such written notice, the encumbrancer shall have standing to pursue any appeals, permitted by applicable federal statute and regulation that Lessee would be entitled to pursue. Further, Lessor shall not terminate the Lease if an encumbrancer has commenced and is diligently pursuing a foreclosure action to terminate Lessee's interest in said Lease and has cured or is taking action to cure the breach that is the cause of the termination.

23. ATTORNEY'S FEES

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor or the Secretary in enforcing provisions of this Lease.

24. NO PARTNERSHIP

No term of this agreement shall be so construed as to provide that a partnership exists between Lessor and Lessee; the only relationship between the parties being that of Landlord and Tenant.

25. TERMINATION OF FEDERAL TRUST

Nothing contained in this Lease shall operate to delay or prevent a termination of Federal Trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this Lease; however, such termination shall not serve to abrogate the Lease. The owners of the land and Lessee and their surety or sureties shall be notified of any such change in the status of the land.

26. OBLIGATIONS OF LESSEE

While the leased premises are in trust or restricted status, all of Lessee's obligations under this Lease, and the obligations of their sureties, are to the United States as well as to the Lessor.

27. STATUS OF SUBLEASES

Termination of this Lease, by cancellation or otherwise, shall not serve to cancel approved subleases and/or subtenancies, but shall operate as an assignment to Lessor of any and all such subleases and/or tenancies.

28. PAYMENTS AND NOTICES

All notices, payments, and demands, shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be sent by certified mail. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first. Copies of all notices and demands shall be sent to the Secretary or his authorized representative at Navajo Area Office, Window Rock, Arizona 86515.

29. INSPECTION

The Secretary and Lessor and their authorized representatives 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 same and all buildings and other improvements erected and placed thereon.

30. HOLDING OVER

Holding over by the Lessee after the termination of this Lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the leased premises. Lessee agrees to pay as hold over rental a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of the Lease, from the day following the termination date of the Lease until Lessee vacates the premises.

31. DELIVERY OF PREMISES

At the termination of this Lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and tear excepted.

32. NAVAJO PREFERENCE

In connection with all employment and contracting opportunities arising out of Lessee's activities under this Lease, Lessee shall give preference in employment and contracting to Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 NTC Section 601 et seq. ("NPEA"), and the Navajo Nation Business Preference Law, 5 NTC Section 201 et seq. ("NNBPL"). The terms and provisions of the NPEA and NNBPL are specifically incorporated in, and become a part of this Lease. Violation of such laws by the Lessee shall constitute a breach of this Lease and provide grounds for suspension or termination of the Lease or any other remedy prescribed by the NPEA and NNBPL.

33. MINERALS

All minerals and sand and gravel contained in or on leased premises, in whatever concentration are hereby reserved for the use of Lessor, together with the right of Lessor or its authorized agents or representatives at any time, to enter upon the land and prospect for, mine, and remove same, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee; said compensation to be determined by the Secretary.

34. LEASE BINDING

This Lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors, and administrators of the parties hereto.

35. INTEREST OF MEMBER OF CONGRESS

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



36. VALIDITY

This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party hereto until approved by the Secretary.

37. USE OF NAVAJO PRODUCED GOODS AND SERVICES

Lessee agrees to make all purchases of materials, equipment, goods, services and transportation from Navajo owned businesses as required by Navajo law.

38. AGREEMENT TO ABIDE BY NAVAJO AND FEDERAL LAWS

The Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation, and all applicable laws, regulations and ordinances of the United States, now in force and effect or as may be hereafter in force and effect.

39. JURISDICTION AND GOVERNING LAW

The laws of the Navajo Nation and applicable laws of the United States shall govern the construction, performance and enforcement of this Lease. Lessee, Lessee's employees, agents and successors in interest hereby consent to the jurisdiction of the courts of the Navajo Nation. Lessee agrees that any action or proceeding brought by Lessee against Lessor in connection with or arising out of the terms and provisions 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 Lessor in any court of the state in which the leased premises are located. Nothing herein shall prevent the Lessee's employees, agents and successors in interest from enjoying rights and privileges granted them by applicable federal law.

40. SOVEREIGN IMMUNITY

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

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

Harry Gozzie 3/16/93  
LESSEE DATE

Carolyn J. Gozzie 3/16/93  
LESSEE DATE

NAVAJO NATION, LESSOR

BY: [Signature]  
President, Navajo Nation

DATE APPROVED: MAY 26 1993

DATE APPROVED: SEP 16 1993  
Pursuant to Secretarial Redelegation  
Order 209 DM 8 and 230 DM 3 and Navajo  
Area Addendum to 10 BIA M3.3E. [Signature]

[Signature]  
Superintendent, Chinle Agency  
Bureau of Indian Affairs





1. THIS SERVICE WAS PROVIDED BASED UPON THE INFORMATION AND REPRESENTATIONS AS PROVIDED BY CLIENT.
2. BASIS OF OPINION: LIMITED REVIEW OF MATERIALS, AND MANAGEMENT CERTIFICATE, REVEY PLAN AND ACCOUNTING PRACTICES IN ACCORDANCE:
3. THE COORDINATORS REVIEW FINANCIALS ARE LIMITED FROM NAVYARD/NAVAL, PERSONNEL ONLY.
4. THIS REVIEW WAS PREPARED FOR NAVYARD/NAVAL INFO MANAGEMENT OFFICE.
5. ASSET: SUBJECT PROPERTY CONTAINS 151 + ACRES.

[illegible]

- ④ FOUND INCARCERATION AS NOTED
- FOUND BLM BRASS CAPPED PIPE, 1978, AS NOTED
- ⊕ BLM BRASS CAPPED PIPE, NOT SEARCHED FOR
- ⊕ NOTHING FOUND OR SET
- ⑤ SET 5/8" DIA. RUBBER AND BRASS TAG, LS 11738
- [ ] RECORD READING AND OR BLM, 1915 AND 1981
- [ ] RECORD READING AND OR POSTAGE, DOWNGRINT TO RADIO POS

REFERENCE IS MADE TO BLM SUBSIDIZED PLAT OF 1/31 N. 18 E. S. 34 T. 13 N. R. 16 E. SURVEYED BY SPOFF E. GLENN, APRIL 10, 1971 AND FILED MAY 8, 1975.

REFERENCE IS MADE TO BLM HORN-NAYARO PARTITION LINE PLAT, PAGE 11 OF 17, 1/31 N. 18 E. SURVEY DATED JULY 1, 1977 AND FILED ON OCTOBER 11, 1981.

I HEREBY CERTIFY THAT THIS SURVEY AND PLAT WAS MADE UNDER MY DIRECTION AND SUPERVISION DURING JULY 2010.

RECEIVED SEPTEMBER 07, 2010  
JOB NO. 1663  
SHEET 1 OF 1  
RONALD E. STOLL, ESQ.

NAVAJO INDIAN RESERVATION  
DISTRICT #4, HARD ROCK  
(ROCKY RIDGE)  
IN THE UNSERVED TOWNSHIP OF  
T 31 N R 16 E G. & S.R.M  
NAVAJO COUNTY, ARIZONA

49' N HUNTER RD SUITE 110  
FARMINGTON NEW ME 0 60401



Ms. Martina Yazzie, Economic Development Specialist  
Chinle Regional Business Development Office  
PO Box 565  
Chinle, AZ 86503

December 14, 2016

**RE: Letter of Intent—Business Site Lease Termination**

Dear Ms. Yazzie:

Please accept this letter as an intent to mutually terminate business site lease no. # CH-93-93 for Rocky Ridge General Store located in Rocky Ridge, Arizona. I have operated this store alone due to restrictions placed on my husband by the Federal Government and it has been difficult. As you are aware, there is currently an individual who is interested in taking over the operation of this business and I believe she has great potentials for the store.

I have worked with former EDS, Ms. Bertina Preston to settle outstanding debts with Navajo Nation. I have also assured taxes were paid to date with the Navajo Nation Tax Services. The Navajo Nation EPA has also issued a no finding report on the gas and propane products.

With these clearances, it is an opportune time to start the termination process. Please let me know if there is anything else you may need to get this transaction going to assist me at this time. If you have any questions, call me at (928) 797-4318.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carolyn Yazzie".

Carolyn Yazzie  
Owner  
Rocky Ridge General Store  
928-797-4318

Xc: File





SETTLEMENT AGREEMENT BETWEEN  
THE NAVAJO NATION AND HARRY AND CAROLYN YAZZIE,  
DBA: ROCKY RIDGE GENERAL STORE

This Settlement Agreement is entered into this 7<sup>th</sup> day of August, 2009 between the Navajo Nation (hereinafter "Nation") and Harry and Carolyn Yazzie, DBA: Rocky Ridge General Store (hereinafter "Yazzie") whose address is Post Office Box 137, Hotevilla, Arizona 86030.

WHEREAS Yazzie was issued Business Site Lease No. CH-93-93 in Rocky Ridge, Navajo Nation (Arizona), for the purposes of sales of general merchandise, including groceries, dry goods, hardware, Arts & Crafts, hay and feed, gasoline, propane & buying and selling of livestock; and

WHEREAS Mrs. Carolyn Yazzie filed for a Section 7 bankruptcy in December, 2008 which included the business site lease rentals; and

WHEREAS the Court issued a judgment forgiving all debt, including the business site leases rentals against Mrs. Yazzie, with a stipulation that the business site lease will be terminated and the site relinquished back to the Nation; and

WHEREAS this Settlement is in accordance with the judgment of the United States Bankruptcy Court, District of Arizona.

NOW THEREFORE the parties to this Agreement settle all monetary claims relating to Business Site Lease No. CH-93-93 in the following manner:

1. Yazzie will pay \$1.00 in the form of a money order or cashier's check to the Navajo Nation Division of Finance, Accounts Receivable, on or before August 1, 2009 and agree to novation of the Lease No. Ch-93-93 and a mutual termination of the Lease. In addition, Yazzie shall voluntarily relinquish and deliver the leased premises without further claims of occupancy.
2. The Nation will accept the cash payment of \$1.00 in full satisfaction of all monetary claims in relation to monies which may be owed on Business Site Lease No. CH-93-93. The

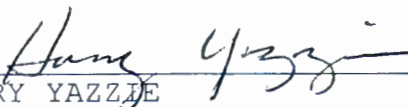
failure of Yazzie to pay this \$1.00 will be considered a breach of a material condition, and will render this Settlement Agreement void, allowing the Nation to pursue further legal action on this debt. The Whippoorwill Regional Business Development Office shall process the appropriate documents for a mutual termination, subject to final approval by the Economic Development Committee of the Navajo Nation Council and execution by the Navajo Nation President.

3. This Agreement constitutes a complete, final, and fully integrated document, and supersedes any previous agreements, whether written or oral, on this subject matter.
4. The parties agree that this Agreement may be specifically enforced through recourse to the Courts of the Navajo Nation, whose laws shall govern the course of dealing between the parties. Any disputes under this Agreement which cannot be informally resolved between the parties may be settled by way of lawsuit in the Chinle District Court of the Navajo Nation and may, at the discretion of the District Court, be settled by means of referral to the Peacemaker Court. The parties to such a dispute are to bear their own attorney's fees and costs.
5. Should any term of this Agreement be found to be invalid under Navajo Nation law by a court of the Navajo Nation, the remainder of the Agreement will remain in full force and effect, and shall be construed as an entire document without the offending clause.
6. Nothing in this Agreement shall constitute a waiver, either expressed or implied, of the sovereignty and/or the sovereign immunity of the Navajo Nation.



IN WITNESS THEREOF:

FOR ROCKY RIDGE GENERAL STORE:


  
HARRY YAZZIE

DATE: 7/27/07

  
CAROLYN YAZZIE

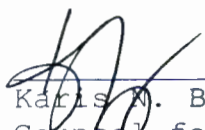
DATE: 8/4/09

FOR THE NAVAJO NATION:

  
Louis Denetsoie, Attorney General  
Navajo Nation Department of Justice  
Executed per 2 N.N.C. § 1964(F)

DATE: 8/7/09

REVIEWED AS TO LEGAL FORM AND CONTENT:

  
Karis M. Begaye  
Counsel for the Navajo Nation

DATE: 8/4/09

**MUTUAL TERMINATION  
OF BUSINESS SITE LEASE NO.: CH-93-93**



**WHEREAS** The Navajo Nation ("Lessor") and Harry Yazzie/Carolyn Yazzie dba Rocky Ridge General Store, ("Lessees"), made and entered into Business Site Lease No. CH-93-93 ("Lease") on September 16, 1993, and such Lease was approved by the Secretary, and became valid and binding under the terms of the Lease and applicable provisions of law on September 16, 1993, the effective date of the Lease; and

**WHEREAS** the Lessees have negotiated a Settlement Agreement to settle all monetary claims and agreed to a mutual termination of the Lease and to voluntarily relinquish and deliver the leased premises without further claims of occupancy; and

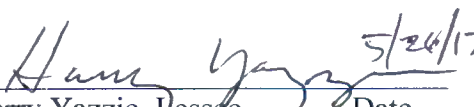
**WHEREAS** the Lessor has another tenant who wishes to lease this same business site for the same purpose whereby the Lessor/new tenant/community will receive the same services without interruption.

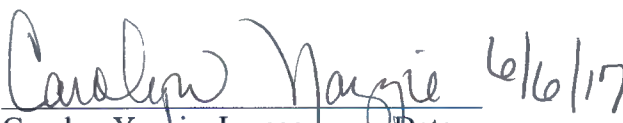
**NOW THEREFORE** the Lessees and the Lessor mutually agree that it is in the best interest of all parties to **terminate** Business Site Lease No. CH-93-93, and to therefore so terminate this Lease by this Mutual Agreement under the following terms and conditions:

1. This mutual termination shall not be valid until approved by the Secretary.
2. This mutual termination shall not relieve the Lessees of their financial obligations to the Navajo Nation incurred prior to the termination, nor shall it prohibit the Lessees from seeking relief from their financial obligation to the Navajo Nation under applicable provisions of the Navajo Nation law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands.

**LESSEES:**

 5/24/17  
\_\_\_\_\_  
Harry Yazzie, Lessee Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

 6/6/17  
\_\_\_\_\_  
Carolyn Yazzie, Lessee Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

**LESSOR:**

\_\_\_\_\_  
Russell Begaye, President Date  
Navajo Nation

**APPROVED:** \_\_\_\_\_  
Pursuant to Secretarial Redlegation Order  
209 DM 8, 230 DM1 and 3 IAM 4.

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



**MUTUAL TERMINATION  
OF BUSINESS SITE LEASE NO.: CH-93-93**

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**WHEREAS** the Lessees have negotiated a Settlement Agreement to settle all monetary claims and agreed to a mutual termination of the Lease and to voluntarily relinquish and deliver the leased premises without further claims of occupancy; and


**WHEREAS** the Lessor has another tenant who wishes to lease this same business site for the same purpose whereby the Lessor/new tenant/community will receive the same services without interruption.

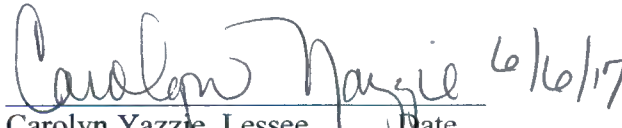
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**IN WITNESS WHEREOF**, the parties hereto have set their hands.

**LESSEES:**

  
\_\_\_\_\_  
Harry Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

  
\_\_\_\_\_  
Carolyn Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

**LESSOR:**

\_\_\_\_\_  
Russell Begaye, President      Date  
Navajo Nation

**APPROVED:** \_\_\_\_\_  
Pursuant to Secretarial Redelelegation Order  
209 DM 8, 230 DM1 and 3 IAM 4.

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

**MUTUAL TERMINATION  
OF BUSINESS SITE LEASE NO.: CH-93-93**

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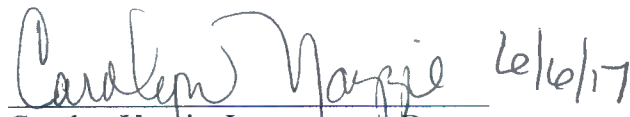
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**LESSEES:**

  
\_\_\_\_\_  
Harry Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

  
\_\_\_\_\_  
Carolyn Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

**LESSOR:**

\_\_\_\_\_  
Russell Begaye, President      Date  
Navajo Nation

**APPROVED:** \_\_\_\_\_  
Pursuant to Secretarial Redelelegation Order  
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\_\_\_\_\_  
Regional Director, Navajo Region  
Bureau of Indian Affairs



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**WHEREAS** The Navajo Nation ("Lessor") and Harry Yazzie/Carolyn Yazzie dba Rocky Ridge General Store, ("Lessees"), made and entered into Business Site Lease No. CH-93-93 ("Lease") on September 16, 1993, and such Lease was approved by the Secretary, and became valid and binding under the terms of the Lease and applicable provisions of law on September 16, 1993, the effective date of the Lease; and

**WHEREAS** the Lessees have negotiated a Settlement Agreement to settle all monetary claims and agreed to a mutual termination of the Lease and to voluntarily relinquish and deliver the leased premises without further claims of occupancy; and


**WHEREAS** the Lessor has another tenant who wishes to lease this same business site for the same purpose whereby the Lessor/new tenant/community will receive the same services without interruption.

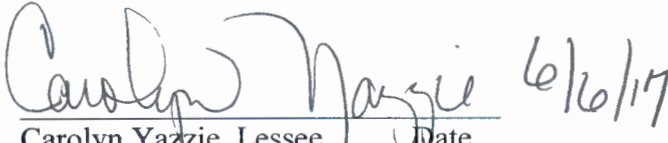
**NOW THEREFORE** the Lessees and the Lessor mutually agree that it is in the best interest of all parties to **terminate** Business Site Lease No. CH-93-93, and to therefore so terminate this Lease by this Mutual Agreement under the following terms and conditions:

1. This mutual termination shall not be valid until approved by the Secretary.
2. This mutual termination shall not relieve the Lessees of their financial obligations to the Navajo Nation incurred prior to the termination, nor shall it prohibit the Lessees from seeking relief from their financial obligation to the Navajo Nation under applicable provisions of the Navajo Nation law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands.

**LESSEES:**

  
\_\_\_\_\_  
Harry Yazzie, Lessee                      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

  
\_\_\_\_\_  
Carolyn Yazzie, Lessee                      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

**LESSOR:**

\_\_\_\_\_  
Russell Begaye, President      Date  
Navajo Nation

**APPROVED:** \_\_\_\_\_  
Pursuant to Secretarial Redlegation Order  
209 DM 8, 230 DM1 and 3 IAM 4.

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

**MUTUAL TERMINATION  
OF BUSINESS SITE LEASE NO.: CH-93-93**

**WHEREAS** The Navajo Nation ("Lessor") and Harry Yazzie/Carolyn Yazzie dba Rocky Ridge General Store, ("Lessees"), made and entered into Business Site Lease No. CH-93-93 ("Lease") on September 16, 1993, and such Lease was approved by the Secretary, and became valid and binding under the terms of the Lease and applicable provisions of law on September 16, 1993, the effective date of the Lease; and

**WHEREAS** the Lessees have negotiated a Settlement Agreement to settle all monetary claims and agreed to a mutual termination of the Lease and to voluntarily relinquish and deliver the leased premises without further claims of occupancy; and

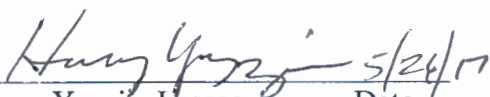
**WHEREAS** the Lessor has another tenant who wishes to lease this same business site for the same purpose whereby the Lessor/new tenant/community will receive the same services without interruption.


**NOW THEREFORE** the Lessees and the Lessor mutually agree that it is in the best interest of all parties to *terminate* Business Site Lease No. CH-93-93, and to therefore so terminate this Lease by this Mutual Agreement under the following terms and conditions:

1. This mutual termination shall not be valid until approved by the Secretary.
2. This mutual termination shall not relieve the Lessees of their financial obligations to the Navajo Nation incurred prior to the termination, nor shall it prohibit the Lessees from seeking relief from their financial obligation to the Navajo Nation under applicable provisions of the Navajo Nation law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands.

**LESSEES:**

  
\_\_\_\_\_  
Harry Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

  
\_\_\_\_\_  
Carolyn Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

**LESSOR:**

\_\_\_\_\_  
Russell Begaye, President      Date  
Navajo Nation

**APPROVED:** \_\_\_\_\_  
Pursuant to Secretarial Redelelegation Order  
209 DM 8, 230 DM1 and 3 IAM 4.

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



**MUTUAL TERMINATION  
OF BUSINESS SITE LEASE NO.: CH-93-93**

**WHEREAS** The Navajo Nation ("Lessor") and Harry Yazzie/Carolyn Yazzie dba Rocky Ridge General Store, ("Lessees"), made and entered into Business Site Lease No. CH-93-93 ("Lease") on September 16, 1993, and such Lease was approved by the Secretary, and became valid and binding under the terms of the Lease and applicable provisions of law on September 16, 1993, the effective date of the Lease; and

**WHEREAS** the Lessees have negotiated a Settlement Agreement to settle all monetary claims and agreed to a mutual termination of the Lease and to voluntarily relinquish and deliver the leased premises without further claims of occupancy; and


**WHEREAS** the Lessor has another tenant who wishes to lease this same business site for the same purpose whereby the Lessor/new tenant/community will receive the same services without interruption.

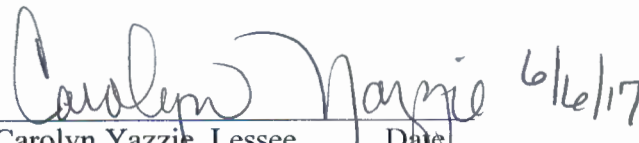
**NOW THEREFORE** the Lessees and the Lessor mutually agree that it is in the best interest of all parties to **terminate** Business Site Lease No. CH-93-93, and to therefore so terminate this Lease by this Mutual Agreement under the following terms and conditions:

1. This mutual termination shall not be valid until approved by the Secretary.
2. This mutual termination shall not relieve the Lessees of their financial obligations to the Navajo Nation incurred prior to the termination, nor shall it prohibit the Lessees from seeking relief from their financial obligation to the Navajo Nation under applicable provisions of the Navajo Nation law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands.

**LESSEES:**

  
\_\_\_\_\_  
Harry Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

  
\_\_\_\_\_  
Carolyn Yazzie, Lessee      Date  
Rocky Ridge General Store  
PO Box 137  
Hotevilla, AZ 86030

**LESSOR:**

\_\_\_\_\_  
Russell Begaye, President      Date  
Navajo Nation

**APPROVED:** \_\_\_\_\_  
Pursuant to Secretarial Redelelegation Order  
209 DM 8, 230 DM1 and 3 IAM 4.

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

**THE NAVAJO NATION**  
**BUSINESS SITE LEASE APPLICATION**  
*Confidential Information*

**PLEASE PRINT OR TYPE**

REASON FOR APPLYING (check only one box) <input type="checkbox"/> NEW LEASE <input type="checkbox"/> LEASE RENEWAL <input type="checkbox"/> OPTION TO RENEW <input type="checkbox"/> SUBLEASE <input type="checkbox"/> LEASE ASSIGNMENT <input type="checkbox"/> LEASE MODIFICATION <input checked="" type="checkbox"/> MUTUAL TERMINATION <input type="checkbox"/> COLLATERAL ASSIGNMENT <input type="checkbox"/> REVOCABLE USE PERMIT <input type="checkbox"/> CONDITIONAL USE PERMIT <input type="checkbox"/> EMERGENCY OPERATING AGREEMENT		
LEGAL NAME OF ENTITY (OR INDIVIDUAL) OR PRINCIPAL LEASEHOLDER(S) Harry Yazzie	CENSUS NO.	SOCIAL SECURITY NO. 585-82-3550
Carolyn Yazzie	CENSUS NO. 200-444	SOCIAL SECURITY NO. 585-96-5787
TRADE NAME OF BUSINESS, DOING BUSINESS AS (D.B.A.). Rocky Ridge General Store	HOME TELEPHONE NUMBER. ( 928 ) 205-9761	
DATE OF APPLICATION (Month, Day, Year) January 4, 2017	BUSINESS TELEPHONE NUMBER. ( 928 ) 797-4318	
EXPIRATION DATE OF EXISTING LEASE. September 16, 2018		
HOME MAILING ADDRESS (Street No./Post Office Box, City, State, Zip) PO Box 369, Tuba City, AZ 86045		
BUSINESS MAILING ADDRESS (Street No./Post Office Box, City, State, Zip) PO Box 137, Hotevilla, AZ. 86030		
CHAPTER Hard Rock	STATE Arizona	COUNTY Navajo

PRINCIPAL ACTIVITY OF YOUR BUSINESS: (check one box that best describes your business)	
<input checked="" type="checkbox"/> RETAIL <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> RENTAL & LEASING <input type="checkbox"/> MANUFACTURING <input type="checkbox"/> WHOLESALE TRADE <input type="checkbox"/> TRANSPORTATION & WAREHOUSING <input type="checkbox"/> ACCOMMODATION & FOOD SERVICE <input type="checkbox"/> FINANCE & INSURANCE <input type="checkbox"/> AGRICULTURE, FORESTRY, FISHING AND HUNTING <input type="checkbox"/> MINING <input type="checkbox"/> UTILITIES <input type="checkbox"/> INFORMATION <input type="checkbox"/> PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES <input type="checkbox"/> HEALTH CARE & SOCIAL SERVICES <input type="checkbox"/> ARTS, ENTERTAINMENT, AND RECREATION <input type="checkbox"/> MANAGEMENT OF COMPANIES AND ENTERPRISES <input type="checkbox"/> ADMINISTRATIVE AND SUPPORT SERVICES <input type="checkbox"/> EDUCATION <input type="checkbox"/> PUBLIC ADMINISTRATION <input type="checkbox"/> OTHER SERVICES (explain) _____	

Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided as indicated in the principal activity of your business as mentioned above. <p style="text-align: center;">Grocery and household products, fuel sales</p>
--

Has the applicant ever applied for an employer identification number for this business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", enter employer identification number _____
---

BUSINESS TYPE OF ENTITY: (Check only one box)	
<input checked="" type="checkbox"/> SOLE PROPRIETOR...JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> PARTNERSHIP (LP, LLP) (Provide copies.) <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) (Incorporate with the Navajo Nation Business Regulatory Department) (Provide Certificate of Organization/Certificate of Authority; and Articles of Organization.) <input type="checkbox"/> CORPORATION (Incorporate with the Navajo Nation Business Regulatory Department) (Provide Certificate of Incorporation/Certificate of Authority; and Articles of Incorporation) <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> NON-PROFIT BUSINESS <input type="checkbox"/> OTHER (specify) _____	

PROPOSED ACREAGE AND TERM: A. TOTAL ESTIMATED ACREAGE: <u>5.51</u> B. SAID LAND TO BE LEASED FOR A TERM OF <u>N/A</u> YEARS.
--

APPROXIMATELY HOW MANY EMPLOYEES WILL BE EMPLOYED?  PERMANENT: <u>n/a</u> TEMPORARY: <u>n/a</u>  IDENTIFY SOURCE(S) OF FINANCING: <u>n/a</u>
--

## IMPROVEMENTS

I INTEND TO DEVELOP THE FOLLOWING IMPROVEMENTS ON THE SITE. ESTIMATED COST \$ n/a.

(Please attach drawings of site plans, preliminary building, and floor plan):

THE FOLLOWING BUILDING(S) OR OTHER PERMANENT IMPROVEMENTS ARE NOW LOCATED ON THE SITE (Describe)

Stone bldg. approx.. 30' x 40' used for housing, 30' x 50' stone building used as tire shop; and main building used as store with square footage of 5,100 square feet. Gas station pump and underground storage tank.

THE IMPROVEMENTS/BUILDING(S) BELONGS TO: Navajo Nation

THE AGE-LIFE DEPRECIATION OF THE BUILDING: 5 years.

### PRELIMINARY STEPS TO BE COMPLETED WITHIN SIX (6) MONTHS:

CHAPTER RESOLUTION REQUIRED FOR INITIAL LAND WITHDRAWAL WITH "LAND CONSENT FORM" FROM THE NAVAJO LAND DEPARTMENT TO DESIGNATE A SECTION OF LAND FOR BUSINESS PURPOSES.

#### EXCEPTION:

- A. EASTERN NAVAJO AGENCY. Contact Crownpoint Navajo Land Department. Also contact Eastern R.P.M., BIA, to clarify land status to ensure that desired lands are tribal trust.
- B. WESTERN NAVAJO AGENCY. For business sites within the 1934 Bennett Freeze Area. Hopi Tribal consent may be required. Contact Western R.B.D.O.

#### CLEARANCES:

#### UTILITIES:

	DATE	COMMENTS
POWER	<u>NA</u>	
WATER	<u>NA</u>	
SEWAGE	<u>NA</u>	
SANITATION (IHS)	<u>NA</u>	
HIGHWAY: (Right-of-way, Turnout)	<u>NA</u>	
ETHICS (if applicable)	<u>NA</u>	

I (WE), THE UNDERSIGNED APPLICANT(S), HAVE READ, FULLY UNDERSTAND AND AGREE TO COMPLY WITH THE FOLLOWING CONDITIONS & REQUIREMENTS CONTAINED HEREIN:

- (a) To obtain the necessary clearances; including Archaeological Survey and Environmental Assessment/Review.
- (b) To provide six (6) original survey plat prepared by a licensed surveyor, with metes and bounds description.
- (c) To provide corporate/ownership documents. Provide Corporate Resolution authority to execute Leasing documents.
- (d) To provide personal/business financial statements.
- (e) Not to begin construction of any kind nor operation of the business until all requirements have been met.

Rocky Ridge Gen. Store  
(CORPORATE NAME)

BY:

Carolyn Nazzari  
Signature of Applicant

owner/manager  
(TITLE)

DATE:

BY:

Signature of Applicant

(TITLE)

DATE:

RECEIVED BY: \_\_\_\_\_

(DED REPRESENTATIVE) DATE: \_\_\_\_\_



Document No. 007354Date Issued: 01/09/2017**EXECUTIVE OFFICIAL REVIEW**Title of Document: Termination: BSL CH-93-93 Rocky Ridge GSContact Name: YAZZIE, MARTINA M.Program/Division: DIV. OF ECONOMIC DEVELOPMENTEmail: mmanycows\_yazzie@yahoo.comPhone Number: 928.671-7378 <sup>675-9227</sup>☒ **Business Site Lease**

1. Division: \_\_\_\_\_

Date: 1-13-17Sufficient ☒ Insufficient ☐2. Office of the Controller: 4/24/17Date: 1-30-17☐ ☐

(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)

3. Office of the Attorney General: 4/11/17Date: 4/11/17☒ ☐☐ **Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions**

1. Division: \_\_\_\_\_

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

☐ ☐

2. Office of the Attorney General: \_\_\_\_\_

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

☐ ☐☐ **Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications**

1. Office of Management and Budget: \_\_\_\_\_

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

☐ ☐

2. Office of the Controller: \_\_\_\_\_

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

☐ ☐

3. Office of the Attorney General: \_\_\_\_\_

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

☐ ☐☐ **Navajo Housing Authority Request for Release of Funds**

1. NNEPA: \_\_\_\_\_

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

☐ ☐

2. Office of the Attorney General: \_\_\_\_\_

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

☐ ☐☐ **Lease Purchase Agreements**

1. Office of the Controller: \_\_\_\_\_

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

☐ ☐

(recommendation only)

2. Office of the Attorney General: \_\_\_\_\_

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

☐ ☐☐ **Grant Applications**

1. Office of Management and Budget: \_\_\_\_\_

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

☐ ☐

2. Office of the Controller: \_\_\_\_\_

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

☐ ☐

3. Office of the Attorney General: \_\_\_\_\_

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

☐ ☐☐ **Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval**

1. Division: \_\_\_\_\_

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

☐ ☐

2. Office of the Attorney General: \_\_\_\_\_

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

☐ ☐☐ **Relinquishment of Navajo Membership**

1. Land Department: \_\_\_\_\_

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

☐ ☐

2. Elections: \_\_\_\_\_

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

☐ ☐

3. Office of the Attorney General: \_\_\_\_\_

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

☐ ☐



# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



DOJ  
6/6/17 2:27pm  
DATE / TIME  
☐ 7 Day Deadline  
DOC #: 007354  
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: 6/6/17 ENTITY/DIVISION: DIV. OF ECON. DEV.  
CONTACT NAME: Martina Yazzie DEPARTMENT: SBDD/Chinle RBDO  
PHONE NUMBER: (428) 675-4227 E-MAIL: mmanynews-yazzie@yahoo.com  
TITLE OF DOCUMENT: Business Site Lease Mutual Termination  
Rocky Ridge General Store

### DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 6/6/17 @ 3:35p REVIEWING ATTORNEY/ADVOCATE: Elizabeth Coronado  
DATE/TIME OUT OF UNIT:

### DOJ ATTORNEY / ADVOCATE COMMENTS

Sufficient - Mr. Harry Yazzie's signature obtained pursuant  
to Chase Velasquez's memo dated 5/8/17

REVIEWED BY: (PRINT) Elizabeth Coronado DATE / TIME 6/19 2pm SURNAMED BY: (PRINT) UBO DATE / TIME 6/19/2017 4:18pm

DOJ Secretary Called: Martina for Document Pick Up on 6/19/17 at 4:37 By: AH

PICKED UP BY: (PRINT) DATE / TIME:

NNDJ/DRRF-July 2013





# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



DOJ
02-02-17 @ 145p
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 007354
SAS #:
UNIT: ECDW

☐ 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	ENTITY/DIVISION: Div. of Econ. Dev.		
CONTACT NAME: Martina Yazzie	DEPARTMENT: SBDD/Chink RBDO		
PHONE NUMBER: 928-675-9227	E-MAIL: mmanycows-yazzie@yahoo.com		
TITLE OF DOCUMENT: Business Site Lease, Mutual Termination Rocky Ridge General Store			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT: 2/02/17 3:30pm	REVIEWING ATTORNEY/ADVOCATE: Chase Velasquez		
DATE/TIME OUT OF UNIT:			
DOJ ATTORNEY / ADVOCATE COMMENTS			
Legally sufficient after consulting w/ Bankruptcy attorney and reading the entire packet			
REVIEWED BY: (PRINT) Chase Velasquez	DATE / TIME 4/11/17 10:26 AM	SURNAMED BY: (PRINT) VBO	DATE / TIME 4/11/17 2:59 PM
DOJ Secretary Called: Jennifer		for Document Pick Up on 4/11/17 at 310 By: AH	
PICKED UP BY: (PRINT)		DATE / TIME:	

NNDJ/DRRF-July 2013





☐ **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"/>

☐ **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"/>



THE NAVAJO NATION

RUSSELL BEGAYE  
JONATHAN NEZ

PRESIDENT  
VICE PRESIDENT

MEMORANDUM

TO: Chase Velasquez, Attorney  
Economic/Community Development Unit, Dept. of Justice

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

DATE: June 5, 2017

SUBJECT: **Business Site Lease No. CH-93-93 Mutual Termination for Harry Yazzie and Carolyn Yazzie DBA Rocky Ridge General Store, Hard Rock, Arizona**

Pursuant to your memo of May 8, 2017, I am re-submitting the 164 (B) Review Packet for Rocky Ridge General Store back to you for review and further processing with the Legislation Services.

Your memo had requested the signature of Mr. Harry Yazzie be obtained for the Business Site Lease Mutual Termination. Mr. Yazzie has signed the necessary signature pages without questions and they have been inserted in the 164 (B) Review Packet.

Should you have any other questions, you may call me at (928) 674-2242.

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



# THE NAVAJO NATION

RUSSELL BEGAYE **PRESIDENT**

JONATHAN NEZ **VICE PRESIDENT**

**E-MAILED**  
12/29/16  
C406

December 29, 2016

## MEMORANDUM

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

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

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your memorandum dated December 14, 2016 (*Received in Account Receivable on 12/22/2016 @ 4:00 p.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>Rocky Ridge General Store</b> Post Office Box 137 Hotevilla, AZ 86030  <i>Harry Yazzie, lessee</i> <i>and</i> <i>Carolyn Yazzie, Lessee</i>	<b>BSL# CH93-93</b> AB# 208587 Post Office Box 369 Tuba City, AZ 86045	\$ 0.00	<b>Procurement cleared.</b> This business site lease has a zero balance on their account as of 12/29/2016. This business entered into a settlement agreement with the Navajo Nation on 08/07/2009 to voluntarily relinquish their leased premises by bankruptcy order. Since that time the Navajo Nation has not submit a copy of a mutual termination agreement to allow us to properly close the account.

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

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

TO: Martina Yazzie, Sr. EDS  
Chinle Regional Business Development  
Division of Economic Development

FROM:   
Cynthia M. Deschinny, Tax Compliance Officer  
Office of the Navajo Tax Commission

DATE: December 19, 2016

SUBJECT: **Procurement Clearance – Rocky Ridge General Store**

Our Office had received your memorandum dated December 15, 2016, regarding “Procurement Clearance”, for the following company/individual:

**Rocky Ridge General Store**  
**Carolyn Yazzie, Owner/Manager**  
P.O. Box 369  
Tuba City, Arizona 86045  
**BSLN: CH-93-93**


This company is **IN COMPLIANCE** with our Sales Tax, Junk Food Tax, and Fuel Excise Tax. If you have any questions, please call at (928) 871-6683.

xc: Taxpayer File  
Chrono



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

DATE: December 27, 2016

SUBJECT: Procurement Clearance

Your request was received on **December 21, 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.

Harry Yazzie  
Carolyn Yazzie  
D.B.A. Rocky Ridge General Store  
PO BOX 369  
Tuba City, AZ 86045

\_\_\_\_\_ 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**  
JONATHAN NEZ **VICE PRESIDENT**

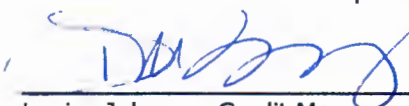
**Louise Johnson, Credit Manager**

VIA: E-MAIL

RECEIVED  
JAN 11 2017  
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: January 4, 2017

SUBJECT: **PROCUREMENT CLEARANCE**

To be in compliance with the Navajo Nation Business Procurement Act, you have requested procurement clearance by Memo dated December 27, 2016 for the following individual(s)/business. The following is our response:

**XX** The individual(s)/business listed *not* **does have an** outstanding loan with the **Navajo Nation Credit Services Department**. *Confirmed Louise Johnson via phone 2/8/17 a:27AM*

Business Name: ROCKY RIDGE GENERAL STORE  
Address: PO Box 369  
TUBA CITY, AZ 86045

No.	Name	Social Security No.	Action
1.	HARRY YAZZIE	XXX-XX-3550	Procurement Cleared
2.	CAROLYN YAZZIE	XXX-XX-5787	Procurement Cleared

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

xc: File/Chrono





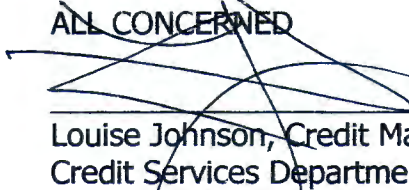
THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

January 3, 2017

**MEMORANDUM**

TO : ~~ALL CONCERNED~~

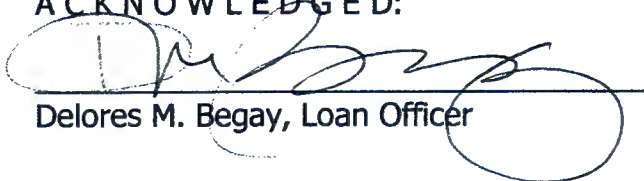
FROM :   
Louise Johnson, Credit Manager  
Credit Services Department

SUBJECT : **Delegation of Authority**

**Delores M. Begay, Loan Officer**, is hereby delegated as the Acting Credit Manager during my absence on **Wednesday, January 4, 2017 from 8:00 a.m. to 5:00 p.m.** Ms. Begay is authorized to sign documents that are of "routine nature". All Purchase Requisitions (PR), Request for Direct Payment (RDP), and other financial documents, will be signed depending on the nature of urgency and will be at the discretion of the delegated person.

Your utmost cooperation with the delegated person is appreciated. Thank you.

ACKNOWLEDGED:

  
Delores M. Begay, Loan Officer



12/21/2016

Think. Plan. Live. Shop Navajo!

NAVAJO  
NATION  
SHOPPING  
CENTERS  
INCORPORATED

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

RECEIVED  
DEC 9 2016  
CHINLE RBD  
CANDO

CROWNPOINT

Dear Ms. Yazzie,

PINEHILL

Pursuant to your letter seeking procurement clearance for Rocky Ridge General Store, BSL # CH-93-93, Lessee: Harry Yazzie (SS#585-82-3550), Carolyn Yazzie (SS#585-96-5787), P.O. Box 369, Tuba City, AZ 86045. The Navajo Nation Shopping Centers, Inc. has never done business with the person/business, therefore, is cleared for procurement.

NAVAJO PINE

C'hj

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

WINDOW ROCK

ST. MICHAELS

Thank you,

*Melvilena John*

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

Acc  
N

SHIPROCK



NAVAJO NATION  
ENVIRONMENTAL PROTECTION AGENCY  
P.O. Box 339 Window Rock, AZ 86515



### NOTICE OF INSPECTION

The Environmental Protection Agency is responsible for ensuring compliance with the Navajo Nation Underground Storage Tank Act, 1998, pursuant to 2 N.N.C. §102 (A), the Navajo Nation Council is the governing body of the Navajo Nation

Violations observed: ☐ Yes (specify below) ☒ No

Pursuant to Navajo Nation UST ACT 1998 and the federal regulations of 40 CFR Part 280, during an inspection on        /        /       , the following items of UST non-compliance were observed at your facility. The Navajo Nation EPA wishes to work cooperatively with you as the owner and/or operator of this facility to resolve the violation(s) and requests that documentation demonstrating compliance be submitted by        /        /        (Refer to Field Citation No: NN UST, Section 304(c)       , if applicable)

Violation:	Correction Required:
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Violation:	Correction Required:
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Violation:	Correction Required:
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Violation:	Correction Required:
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Comments: ① RECOMMEND UPGRADING TO A DOUBLE WALL CONTAINMENT SUMP, DISPENSER SUMP, ADD TO CONTINUE TO CARRY SPILL BUCKETS. ② CONTINUE GOOD HOUSEKEEPING OF ALL UST COMPONENTS ③ RE-SUBMIT A NNEPA TANK INFORMATION FORM, TO SHOW UP - DATED RECORDS

Personnel in the Navajo Nation EPA Office will review the facts established by this inspection. A final determination of your facility's compliance with the Navajo Nation EPA and Federal EPA regulations will be made as a result of this review. The review may reveal additional violations.

Date: MAY 30, 2012	Inspector: TANYA YAZZIE	Time In: 11:00 AM	Facility Name: RISKY RIDGE GENERAL STORE
		Time Out: 12:15 PM	Address: P.O. BOX 369
Facility ID No. NAV 201			

Facility Representative: CAROLYN YAZZIE	City: TUBA CITY	State: AZ	Zip: 86045
Phone #: (928) 797-3418			

Receipt of this Notice of Inspection is acknowledged.

Carolyn Yazzie  
signature of facility representative

Tanya Yazzie 928/511-73  
signature of lead inspector Phone #  
Notifying 928/67  
signature of assisting representative Phone #





U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street (WST-8), San Francisco, CA 94105

## NOTICE OF INSPECTION

The Environmental Protection Agency is responsible for ensuring compliance with the Resource Conservation and Recovery Act (RCRA) Public Law 94-580, as amended, Subtitle I Underground Storage Tanks (UST).

Deficiencies observed: ☐ Yes ☒ No FC Issued ☐ (UST-09-\_\_\_\_\_)

Pursuant to federal regulations of 40 CFR Part 280, during an inspection on \_\_\_\_/\_\_\_\_/\_\_\_\_, the following areas of concern were observed at your facility. The EPA wishes to work cooperatively with you as the owner and/or operator of this facility to resolve any deficiencies and requests that documentation demonstrating compliance be submitted by the date indicated below.

Deficiency 1:	<input type="checkbox"/> see back <input type="checkbox"/> see below	Deficiency 5:	<input type="checkbox"/> see back <input type="checkbox"/> see below
	Correction Required by: ____/____/____		Correction Required by: ____/____/____
Deficiency 2:	<input type="checkbox"/> see back <input type="checkbox"/> see below	Deficiency 6:	<input type="checkbox"/> see back <input type="checkbox"/> see below
	Correction Required by: ____/____/____		Correction Required by: ____/____/____
Deficiency 3:	<input type="checkbox"/> see back <input type="checkbox"/> see below	Deficiency 7:	<input type="checkbox"/> see back <input type="checkbox"/> see below
	Correction Required by: ____/____/____		Correction Required by: ____/____/____
Deficiency 4:	<input type="checkbox"/> see back <input type="checkbox"/> see below	Deficiency 8:	<input type="checkbox"/> see back <input type="checkbox"/> see below
	Correction Required by: ____/____/____		Correction Required by: ____/____/____

Comments: ① Recommend to install containment sumps for the pump head and under dispenser to isolate metal piping from soil. ② Keep spill buckets clean of product, water and dirt. ③ Continue good operation of the UST system.

The facts established by this inspection will be reviewed by personnel in the EPA Region 9 Office. A final determination of your facility's compliance with the EPA regulations will be made as a result of this review. The review may reveal additional deficiencies.

Facility ID and Name: <b>NAV201</b> <b>Rocky Ridge Trading Post</b>	Date: <b>5-30-12</b>	Time In/Out: <b>11:00am / 12:15</b>	Inspector: <b>Nathaniel Yazzie</b>
Address: <b>9 Miles North of Highway 304</b>	Facility Representative: <b>Carolyn Yazzie</b>		
Receipt of this Notice of Inspection is acknowledged. <b>(signature of facility representative)</b>	<b>USEPA 928-871-7503</b> signature of lead inspector: <b>[Signature]</b> Agency: <b>USEPA</b> Phone #: <b>928-871-7503</b> signature of assisting representative: <b>[Signature]</b> Agency: <b>USEPA</b> Phone #: <b>928-871-7503</b>		

Region-IX-Form-944

Page \_\_\_ of \_\_\_

WHITE- ORIGINAL OWNER/OPERATOR

§280.22(a): Failure to notify state or local agency within 30 days of bringing an UST system into use. OR overfill prevention system for an existing tank. §280.21(d): Failure to provide spill interior lining inspection requirements for tank upgrade. §280.21(b)(1)(ii): Failure to meet	The interior lining of the tank must be inspected. See comments on front page. Submit UST Notification Form to U.S. EPA and implementing agency.	§280.45(a): Failure to document all release detection performance claims for 5 years after installation. §280.45(c): Failure to document every calibration, maintenance, and repair of release detection. §280.70(a): Failure to continue operation and maintenance of cathodic protection system in a temporarily closed tank system.	The corrosion protection system must be maintained and operational. Annual maintenance of release detection monitoring must be performed. Submit all release detection performance claims to U.S. EPA and implementing agency.
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9282834519 >>

520 725 3709

YAZZIE

2013-01-06 10:49

P 4/4



THE NAVAJO NATION



BEN SHELLY PRESIDENT  
REX LEE JIM VICE PRESIDENT



**ENVIRONMENTAL PROTECTION AGENCY  
WASTE REGULATORY COMPLIANCE DEPARTMENT**

P.O. BOX 3089, WINDOW ROCK, NAVAJO NATION, AZ 86515  
TEL. (928) 871-7993 ~ FAX. (928) 871-7783

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

**TO :** Martina Yazzie, Senior Economic Development Specialist  
Navajo Nation Division of Economic Development  
Whippoorwill Regional Business Development Office

**FROM :** Warren J. Roan, Environmental Specialist *Warren J. Roan*  
Navajo Nation Environmental Protection Agency  
WRCD/ Storage Tank Program

**DATE :** February 12, 2013

**SUBJECT :** NAV201 Rocky Ridge General Store Environmental Clearance for  
Business Site Lease # CH-93-93

The Navajo Nation EPA Storage Tank Program (STP) is in receipt of the request from your office to determine the environmental status for the aforementioned facility. We understand your office will begin the termination of the Business Site Lease (BSL) # CH-93-93 assigned to Ms. Carolyn Yazzie, lessee.

The Navajo Nation STP conducted an underground storage tank (UST) compliance inspection on May 30, 2012 and found no violations under the Navajo Nation Storage Tank Act (NNSTA) and the federal regulations. Attached is a copy of the tribal and federal notice of inspection forms for the facility. The facility is found to be in Significant Operational Compliance with the NNSTA and federal regulations for release detection and release prevention on the date of the inspection.

However, there were comments made on the notice of inspection forms recommending the facility owner to install containment sumps at the submersible turbine pump head and underneath the dispenser. This measure would comply with the secondary containment requirements specified in the USEPA Energy Policy Act and the NNSTA.

The new lessee of the facility may have to consider installing the secondary containment to ensure releases are contained. It would also be in the best interest of the new lessee to determine if there was a potential suspected release that may have occurred from the previous operation. Furthermore, Navajo Nation EPA requires that the new BSL language for storage tanks be included. A copy the storage tank requirements for a BSL may be obtained at the Navajo Nation Department of Justice.

If you have any questions, please contact me at (928)871-7995.

Enclosures: NNEPA and USEPA notice of inspection forms.

CC: D. Malone, Department Manager, NNEPA WRCD /without enclosures  
H. Haven, Geologist, NNEPA WRCD Leaking STP /without enclosures  
K. Begaye, Attorney, NNDOJ /without enclosures  
Chrono Files STP

