

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

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING HOUSING PROJECT
MASTER LEASE NM15-39/114 BETWEEN THE NAVAJO NATION AND THE
NAVAJOU HOUSING AUTHORITY FOR A HOUSING PROJECT WITHIN THE
HUERFANO CHAPTER OF THE NAVAJO NATION

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS

- A. The proposed Master Lease NM15-39/114 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Huerfano Chapter is attached hereto as **Exhibit A**.
- B. The proposed Master Lease NM15-39/114 regarding 34.014 acres is described in **Exhibit B**.
- C. Environmental and archaeological studies and clearances are attached in **Exhibit C** and incorporated herein by this reference.
- D. The Advisory Committee Resolution ACJY-77-81 withdrawing land for housing development within the Huerfano Chapter. It is attached as **Exhibit D**.
- E. Navajo Housing Authority Resolution NHA-3475-2003 and Huerfano Chapter Resolution are attached as **Exhibit E**.
- F. The proposed Master Lease NM15-39/114 has been reviewed through Executive Official Review Document Number 010196. Executive Official Review Document Number 010196 is attached as **Exhibit F**.

SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Housing Project Master Lease NM15-39/114 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Huerfano Chapter of the Navajo Nation as found at **Exhibit A**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute this Master Lease and all other documents necessary to effectuate the intent of this resolution.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 24th Navajo Nation Council at a duly called meeting at the Apache County District I Office, Chinle, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, and 0 opposed, on this 21st day of August 2019.



Thomas Walker, Jr., Vice-Chairperson
Resources and Development Committee
of the 24th Navajo Nation Council

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

Vice-Chairperson Thomas Walker, Jr. not voting.



LEASE NO. _____

**THE NAVAJO NATION
and
NAVAJO HOUSING AUTHORITY**

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

**Huerfano, New Mexico
NM15-39/114**

THIS LEASE is made and entered into this ____ day of _____, by and between THE NAVAJO NATION, hereinafter called the "Lessor," whose address is P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the NAVAJO HOUSING AUTHORITY, a public body established and existing pursuant to the provisions of 6 N.N.C. § 601 et seq., hereinafter called the "Lessee," whose address is P.O. Box 4980, Window Rock, Navajo Nation (Arizona) 86515, in accordance with the provisions of 2 N.N.C. § 501(B)(2)(a), 16 N.N.C. § 2301 et seq., and 25 U.S.C. § 415(e), Navajo General Leasing Act regulations and the Navajo Nation Homesite Lease Regulations of 2016 as implemented by the regulations contained in 25 C.F.R. Part 162; and all amendments or successors thereto, which by this reference are made a part hereof.

1. DEFINITIONS.

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

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

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

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated with in **Huerfano Chapter** of the Navajo Nation, (County of **San Juan**, State of **New Mexico**), a tract of land situate within the Northeast Quarter (NE1/4) of Section 21, Township 28 North, Range 13 West of the New Mexico Principal Meridian. Said **Navajo Housing Authority Project, NM15-39/114** is more particularly described in Exhibit "A", attached hereto and by this reference made a part here

of, containing approximately 34.014 acres, more or less, together with right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, hereinafter called the "Leased Premises". There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises.

3. USE OF PREMISES; GENERAL PLAN.

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing and operating a Housing Project and its appurtenances, including constructing and operating appropriate related residential and public facilities such as roads, utilities, playgrounds, multi-purpose buildings, day care centers, ceremonial structures, laundry facilities, police, fire and medical facilities and other like facilities, consistent with a General Plan developed and approved in accordance with subsection (B) of this Section, known as Project No. NM15-39/114.

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

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

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

4. TERM.

The term of this Lease shall be seventy five (75) years, beginning on _____ and ending _____.

5. RENTAL.

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: none. In accordance with the provisions of 25 C.F.R. § 162.320 and 162.326 and 16 N.N.C. Sections 2334 (F) and 2332 (C), only nominal rental is provided for herein because this Lease is for a public purpose to an agency of local government, is for the purpose of subsidization or the benefit of the Navajo Nation, and/or is for homesite purposes to Tribal members and the Leased Premises are not commercial or industrial in character.

6. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been

made by Lessor, any agent of Lessor or the United States prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor or the United States, but solely upon Lessee's independent investigation.

7. IMPROVEMENTS.

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

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

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

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefore, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

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

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

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

9. UTILITY SERVICE LINE AGREEMENTS.

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

(1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;

(2) such agreements authorize utility service lines only within the Leased Premises;

(3) such agreements do not extend beyond the term of this Lease;

(4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor, within thirty (30) days of their execution; and

(5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. § 169.51-56, including any amendments or successors thereto.

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

10. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

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

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

Lessee agrees to protect and hold harmless Lessor, and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien therefore, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.

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

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

11. SUBLEASES AND ASSIGNMENTS; PARTIAL RELINQUISHMENTS.

(A) Except as otherwise provided in subsections (B) and (C) of this Section, this Lease may not be assigned, subleased or otherwise transferred or conveyed, in any manner whatsoever, in whole or in part, without the prior written consent of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree in writing to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, sublease, transfer or conveyance without such prior written approval shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of Lessor.

(B) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, Lessee Navajo Housing Authority, but no successor in interest thereto, is hereby authorized to sublease the Leased Premises, in whole or in part, with the prior written approval of Lessor, but without further approval of the Secretary. Subleases so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Lessor provided for under this Lease or under applicable federal laws and regulations. During the term of any sublease, should the sublessee succeed to the interests of Lessee hereunder, it is hereby agreed that no merger of interests shall occur thereby.

(C) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, this Lease may be assigned, in whole or in part, by Lessee Navajo Housing Authority, but not by any successor in interest thereto, with the prior written approval of Lessor; provided, that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. Assignments so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Lessor provided for under this Lease or under applicable federal laws and regulations; provided, that

Lessee may be relieved from its liability under this Lease, in whole or in part, with the prior written approval of the Lessor.

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

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

12. QUIET ENJOYMENT.

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

13. ENCUMBRANCE.

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

(B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor notice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

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

termination. Acquisition of this Lease by Lessor under these circumstances shall not serve to extinguish this Lease by merger or otherwise.

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

14. DEFAULT.

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

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

(1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or

(2) Re-enter the premises and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or

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

(C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of

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

(D) Lessor, as the case may be, shall give to an Encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor shall accept performance by an Encumbrancer of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. An Encumbrancer shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. Neither Lessor nor the shall terminate this Lease if an Encumbrancer has cured or is taking action diligently to cure Lessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

15. SANITATION.

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

16. HAZARDOUS SUBSTANCES.

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

17. PUBLIC LIABILITY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of at least \$1,000,000 for personal injury to one (1) person and \$3,000,000 per occurrence, and \$500,000 for damage to property. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State identified in Section 2 of this Lease and shall be written to protect Lessee, Lessor and the United States and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefore, copies of said policy shall be furnished to Lessor

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this Section be increased at any time, whenever either shall determine that such increase reasonably is necessary for the protection of Lessor or the United States.

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

18. FIRE AND CASUALTY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State identified in Section 2 of this Lease, and shall be written to protect Lessee, Lessor, the United States and an Encumbrancer, if any, and shall provide for notification to Lessor, and any Encumbrancer prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefore, copies of said policy shall be furnished to Lessor.

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

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

19. INSPECTION.

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

20. MINERALS.

All minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the Leased Premises and search for and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

21. EMINENT DOMAIN.

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

22. DELIVERY OF PREMISES.

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

23. HOLDING OVER.

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

24. INDEMNIFICATION.

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

25. ATTORNEY'S FEES.

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

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

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

27. GOVERNING LAW AND CHOICE OF FORUM.

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

28. CONSENT TO JURISDICTION.

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

29. COVENANT NOT TO CONTEST JURISDICTION.

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

30. NO WAIVER OF SOVEREIGN IMMUNITY.

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

31. TERMINATION OF FEDERAL SUPERVISION.

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

32. INTEREST OF MEMBER OF CONGRESS.

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

33. OBLIGATIONS TO THE UNITED STATES.

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

34. NOTICES AND DEMANDS.

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

To or upon Lessor:

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

To or upon Lessee:

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

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

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

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

35. SUCCESSORS AND ASSIGNS.

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

36. EFFECTIVE DATE; VALIDITY.

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

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

LESSEE:

NAVAJO HOUSING AUTHORITY

By:  _____
Chief Executive Officer

Date: 2-25-2019

APPROVED:

THE NAVAJO NATION, LESSOR

By: _____

Date: _____

LEGAL DESCRIPTION OF

A tract of land situate within the northeast quarter (NE 1/4) of Section 21, Township 28 North, Range 13 West of the New Mexico Principal Meridian in the vicinity of Ojo Amarillo, San Juan County, New Mexico and in Land Management District number 13 of the Navajo Nation. Said tract of land is also designated as Ojo Amarillo Navajo Housing Authority project number NM 15-114 sub-division tract and is being more particularly described as follows:

COMMENCE at the north quarter corner of Section 21 of said, a found U.S. General Land Office (U.S.G.L.O.) Survey brass cap monument of 1912;

THENCE S 83° 24' 08" E, a distance of 1,603.89 feet to a found rebar with NHA cap on the Highway Right-of-Way of New Mexico Highway 302, being the POINT OF BEGINNING;

THENCE on said Right-of-Way, S 23° 00' 48" E, a distance of 903.76 feet to a found rebar with NHA cap;

THENCE S 67° 00' 26" W, a distance of 118.75 feet to the beginning of a curve to the right, being a found rebar with NHA cap;

THENCE on a non-tangent curve an arc length of 295.55 feet having a radius of 214.54 feet, and a central angle of 78° 55' 54" run a chord distance of 272.73 feet, and a bearing of S 55° 12' 45" W to the end of the curve, being a found rebar with NHA cap, being a set rebar with NHA cap;

THENCE S 35° 30' 39" W, a distance of 238.00 feet to the beginning of a curve to the right, being a set rebar with NHA cap;

THENCE on the curve an arc length of 182.99 feet having a radius of 492.00 feet, and a central angle of 21° 18' 36" run a chord distance of 181.94 feet, and a bearing of S 46° 07' 19" W to the beginning of a curve to the right, being a set rebar with NHA cap;

THENCE on a non-tangent curve an arc length of 831.58 feet having a radius of 214.57 feet, and a central angle of 222° 03' 18" run a chord distance of 400.56 feet, and a bearing of N 89° 34' 15" W to the end of the curve, being a set rebar with NHA cap;

THENCE N 68° 29' 13" W, a distance of 55.46 feet to the beginning of a curve to the right, being a found rebar with NHA cap;

THENCE on a non-tangent curve an arc length of 562.78 feet having a radius of 214.54 feet, and a central angle of 150° 17' 52" run a chord distance of 414.75 feet, and a bearing of N 82° 20' 55" W to the beginning of a curve to the right, being a found rebar with NHA cap;

THENCE on a non-tangent curve an arc length of 265.47 feet having a radius of 214.54 feet, and a central angle of 70° 53' 48" run a chord distance of 248.85 feet, and a bearing of N 27° 15' 46" E to the end of the curve, being a found rebar with NHA cap;

THENCE on a non-tangent curve an arc length of 356.21 feet having a radius of 495.23 feet, and a central angle of 41° 12' 42" run a chord distance of 348.58 feet, and a bearing of N 06° 42' 39" E to the beginning of a reverse curve to the left, being a found rebar with NHA cap;

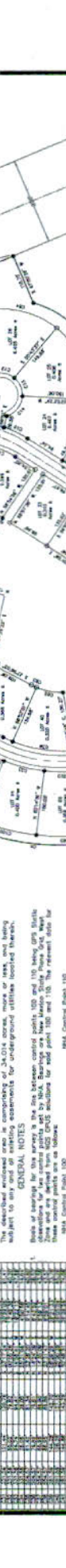
THENCE on the curve an arc length of 127.58 feet having a radius of 423.59 feet, and a central angle of 17° 15' 23" run a chord distance of 127.10 feet, and a bearing of N 18° 41' 01" E to the end of the curve, being a found rebar with NHA cap;

THENCE N 10° 03' 34" E, a distance of 345.81 feet to a found rebar with NHA cap;

THENCE N 73° 30' 12" E, a distance of 894.43 feet to a found rebar with NHA cap and the POINT OF BEGINNING;

The described enclosed area is comprising of 34.014 acres, more or less, and being subject to any and all existing easements for underground utilities located therein.

GENERAL NOTES





NEPA Coordinator Review

Routing	Closed	js
Recycle Review?	<input type="checkbox"/>	(Checking this box will remove this from views but not delete)
Alternate NEPA Coordinator	Snyder, Jacilyn	
NEPA Coordinator Approval	Approved	apprvd 12.7.15

Approvals

Agency Environmental Specialist Approval		
Regional Wildlife Biologist Approval	Approved Snyder, Jacilyn	BRCF apprvd 5.22.15
Regional Archaeologist Approval	Approved McClung, Terry	on 12/7/15 per NHA letter dated Nov. 30th 1998 signed by THPO
Responsible Official Approval	Approved Watchman-Moore, Derrith Rachelle	approved 12/7/15 dwm
Other Environmental Professional		

Request

Project Name	NM15 39 Region I 114 Ojo Amarillo NM		
Record ID	EA-15-11491		
Action Contact Name	Thomascito Morris	Action Contact Phone	928-729-6612
		Action Contact Email	

Regions

☒ Navajo

Agencies

☒ N36-01 Fort Defiance Agency

Programs

☒ Real Estate Services

Date Request Received 9/25/2015

NEPA Complete Yes

Date NEPA Completed 12/7/2015

Proponent

Endangered Species Act Yes
Consultation Required

ESA Consultation Initiated	Yes
ESA Consultation Completed	Yes 5/22/2015

Section 106 NHPA Consultation Required Yes

Section 106 NHPA Yes
Consultation
Initiated

Section 106 NHPA Yes
Consultation
Completed 1/6/1999

Level of NEPA Review	CEER
----------------------	------

Environmental CEER Checklist
Document

CE

☒ 516 DM 10.5.I Land conveyance and other transfers.

Was a CEER submitted by another entity? (If yes, attach document or link)

Yes

Agency Cooperation

Lead

Cooperating
Agencies
Number with
Cooperator

Mitigation Needed

No

Supporting Information



No hyperlink inserted

BRCF NHA project.pdf
NM 15 39 Region I 114 Ojo Amarillo
NM.pdf

Notes

☐ View Additional Optional Fields

NHA

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

NTM-98-192-1

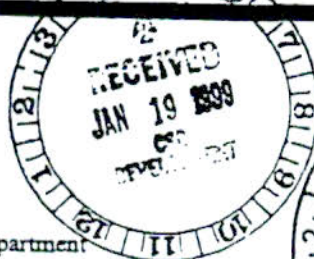
NTM-78-192.3

November 30, 1998

TO: Alan S. Downer, Ph.D., Director
Navajo Nation Historic Preservation Department

FROM: Alfred Livingston, Archaeologist
Navajo Housing Authority-Construction Services Division

RE: NHA98-045 (NM 15-39) Requesting Archaeological Approval for a Proposed
NAHASDA Housing Renovation in Ojo Amarillo, San Juan County, New Mexico (NTM
78-192; NTM 82-200)



The Navajo Housing Authority (NHA) requests the Cultural Resource Compliance Section review the attach documentation and grant archaeological approval for the proposed NHA-NAHASDA undertaking in Ojo Amarillo, San Juan County, New Mexico. The original archaeological survey was inventoried by Malcolm Sender and Georgia Bayliss of the Navajo Nation Cultural Resource Management Program (NNCRMP), for a proposed housing site in Block VI of the Navajo Indian Irrigation Project in Ojo Amarillo, New Mexico. Field methodology for the survey is discussed by West (1978).

The NHA proposes to renovate 27 units within the original surveyed parcel. Asbestos abatement, power line upgrades, streets, curbs, driveways, and landscaping will take place. Surface and subsurface from the renovation activities will be extensive. The total area of effect within the original surveyed tract is 1,312,462 sq ft (122,059 sq m), or 30 ac (12 ha).

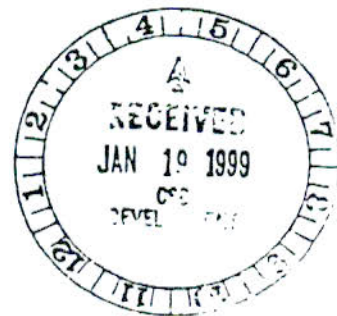
After reviewing the original archaeological report, eight archaeological sites were identified; four of which required data recovery before archaeological clearance. Sites H-23-3, -4, -7, -8 and the Navajo component of six, are not eligible for nomination to the NRHP, 50-year guideline not met, nor protected under the ARPA, because they do not meet the 100-year guideline. They may merit consideration under AIRFA, because they may have been blessed in Navajo tradition. Sites H-23-1, -2, -5, and the prehistoric component of six are eligible for nomination to the NRHP, and protected under the ARPA. Prehistoric sites are known to hold significance to various extant indigenous groups. At present however, there is no acknowledged significance to these sites.

A data recovery to retrieve valuable information from eligible sites was initiated in the months of September and November of 1978 by the NNCRMP, San Juan Campus, New Mexico State University. Upon review of all pertinent documentation from the NNCRMP, SHPO, and NMSU's research program, and satisfactorily completing the data recovery with no adverse effect upon the above-mentioned cultural resources, archaeological clearance was granted.

A site visit within the current proposed renovation project area was conducted on November 24, 1998. No indications of cultural resources other than structures and features associated with the housing site were noted. The area has been heavily disturbed. Disturbances appear to be concentrated primarily within the area of the housing site, and to a lesser extent in the area immediately surrounding the project. Moreover, the proposed project will have "no effect" on any historic properties within the proposed project location. The original surveyed parcel is provided on the attached USGS map. See Appendix A and B for a copy of the original Archaeological Reports NTM 78-192 and NTM 82-200.

Navajo Housing Authority requests an archaeological approval with a concurrence line for the Historic Preservation Officer's signature. If questions should arise, please do not hesitate to call me at (520) 729-6600.

Page 2 of two
November 30, 1998
Letter to Alan S. Downer, Ph.D., Director
Navajo Nation Historic Preservation Department
NHA98-045 (NM 15-39)



CONCURRED


Historic Preservation Officer

1-6-99
Date

xc: File #3 (NM 15-39)

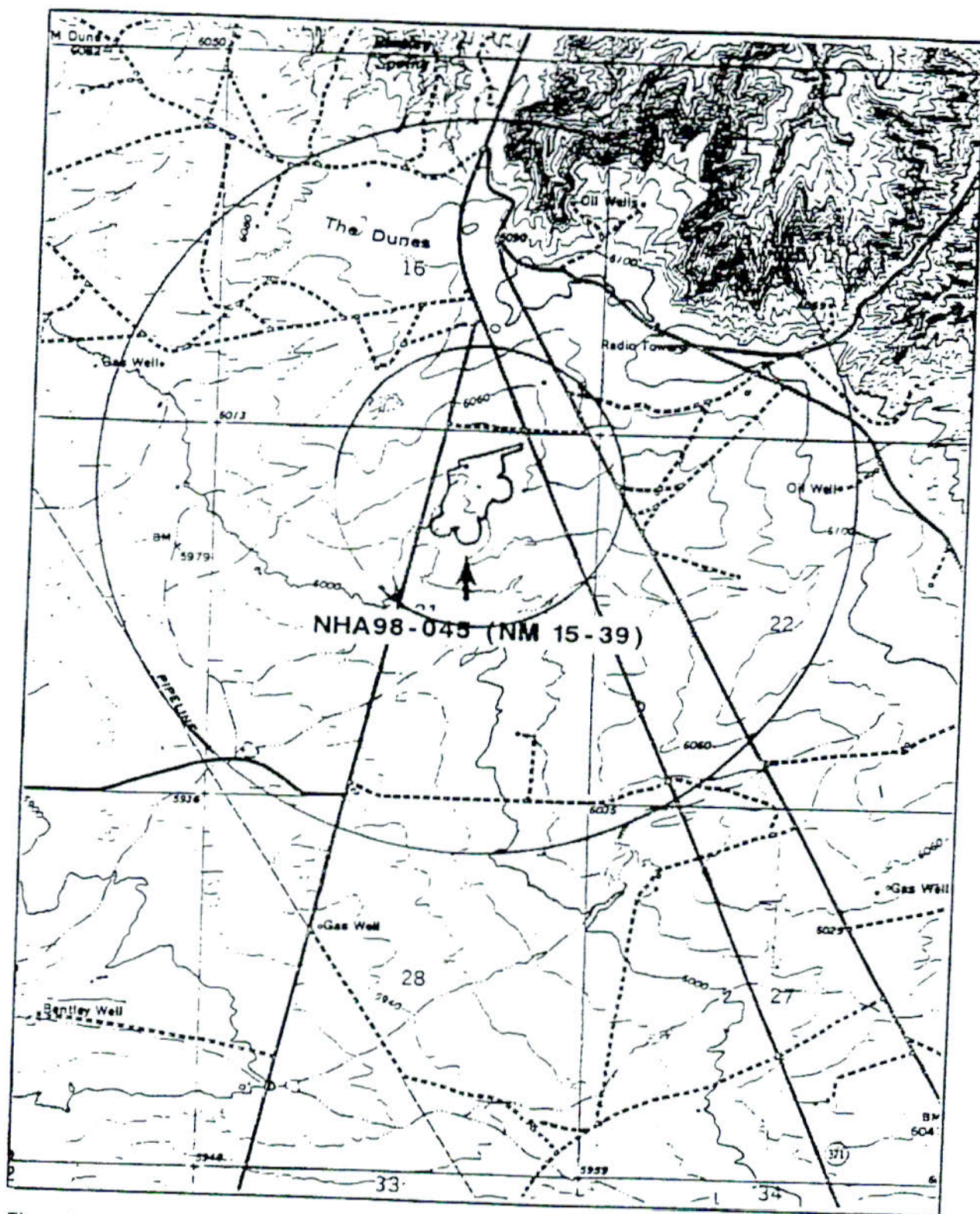


Figure 1. Specific project location of a proposed NHA-NAHASDA renovation in Ojo Amarillo, New Mexico for NHA98-045 (NM 15-39). USGS 7.5' Quad: Farmington South, New Mexico (1965).

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

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

PROJECT NAME & NO.: Navajo Housing Authority Eighteen (18) Modernization Projects

DESCRIPTION: The NHA proposes to renovate existing housing units. The projects also include the upgrade of all associated facilities, i.e. street, utilities, and perimeter fencing within existing leased areas. NHA will fill vacant lots with playgrounds or additional homes.

LOCATION: Scattered subdivisions throughout the Navajo Nation, Arizona & New Mexico

REPRESENTATIVE: Thomasita Morris, Compliance Coordinator, Navajo Housing Authority

ACTION AGENCY: Navajo Housing Authority

B.R. REPORT TITLE / DATE / PREPARER: Request for review & concurrence/20 MAY 2015/Thomasita Morris

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 1, 2, 3, 4. RSA onsite at NM15-68-680, NM15-122-130, AZ12-55/51/102/118, AZ12-131/133/141/144/165-199, AZ12-63-90-901, and AZ12-105.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/21 MAY 2015

COPIES TO: (add categories as necessary)

☐
☐

2. NITC § 164 Recommendation:

Signature

Date 5/22/15

☐ Approval

☐ Conditional Approval (with memo)

☐ Disapproval (with memo)

☒ Categorical Exclusion (with request letter)

☐ None (with memo)

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

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

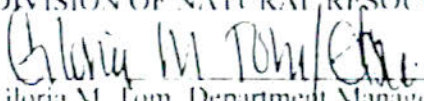
Representative's signature

Date



MEMORANDUM

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

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

DATE : May 22, 2015

SUBJECT: DELEGATION OF AUTHORITY

I will be on Annual Leave on Friday, May 22, 2015. Therefore, I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective 8:00 am on Friday, May 22, 2015. This delegation shall end at 5:00 p.m. on Friday, May 22, 2015.

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

ACKNOWLEDGEMENT:


Jeff Cole, Wildlife Manager
Department of Fish & Wildlife

May 20, 2015

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

Re: Eighteen Modernization Projects

Dear Ms. Kyselka:

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

The proposed undertaking will involve modernization in the form of either renovation activities or demolition/reconstruction activities of existing homeownership and public rental units including the upgrade of any associated facilities i.e. street, utilities and perimeter fencing. Within the leased area, there are instances where vacant lots exist and NHA intends to fill these vacant lots with either homes or playground areas for youth. NHA will continue all maintenance activities within the subdivision. Other activities that will occur include individual lot surveys and individual lot fencing for clientele master leases. Finally, during construction activities, a temporary fenced construction yard will exist within the leased area. The yard will contain storage of materials and machinery. Minimal or extensive ground disturbance, both surface and sub-surface, may be expected from the use of heavy equipment.

Project Number	Quad Map with Legal Location	Center of Project UTM (NAD 83)	Total Acreage
NM15-93 94 100 104 137 142	Ojo Encino Mesa, NM Sec-22 T22N R5W NMPM	0287982E 3981478N Zone 13	±28.82
NM15-68 680	Thoreau, NM Sec-27 T14N R13W NMPM	0753622E 3922284N	±11.580
NM15-66 72 73 96	Tsin-Nas-Kid, NM Sec-25 T24N R19W NMPM	0696379E 4017376N	±25.00
NM15-65 652	Newcomb, NM	0705866E 4017813N	±3.977

	Sec-Unp. Township- Unp. Range-Unp NMPM		
NM15-83	Red Valley, AZ Sec-24 T36N R30E GSRPM	0672619E 4043110N	± 20.00
NM15-122/130	Mitten Rock, NM Sec-Unp Township- Unp R20W NMPM	0684426E 4053093N	± 20.00
NM15-39 Region I/114	Farmington South, NM Sec-21 T28N R13W NMPM	0748442E 4059898N	± 30.00
AZ12-93 932 108 802	Klagetoh North, AZ Sec-2 & 11 T24N R26E GSRPM	0633283E 3930106N	± 24.846
AZ12-55/51 102 118	Indian Wells, AZ Sec-15 T23N R21E GSRPM	0582122E 3917001N	± 29.109
AZ12-127/134	Old Leupp & East of Old Leupp, AZ Sec-Unp. Township- Unp. Range-Unp GSRPM	0500037E 3906459N	± 16.0524
AZ12-187/150	Dilkon, AZ Sec-21 T23N R19E GSRPM	0561358E 3916149N	± 8.5
AZ12- 129/135/146/147/154/541	Dilkon, AZ Sec-16, 17, 20, & 21 T23N R19E GSRPM	0560380E 3916053N	± 36.572
AZ12- 131 133/141/144/165-199	White Cone, AZ Sec-22 T25N R21E GSRPM	0583198E 3935510N	± 32.02
AZ12-63 90 901	Shonto Butte, AZ Sec-10 T24N R18E GSRPM	0553781E 3928125N	± 9.6
AZ12-105	Rough Rock, AZ Sec-Unp T35N R23E GSRPM	0603999E 4030691N	± 10.00
AZ12- 14 54 63 109 111 119	Many Farms, AZ Sec-Unp T34N R25E GSRPM	0623407E 4024575N	± 49.00
AZ12-155	Chinle, AZ Sec-Unp T5N Range- Unp GSRPM	0627815E 4003073N 0627910E 4002845N	± 3.6
AZ12-130 132 155 171	Whippoorwill Spring, AZ	0585675E 3987267N	± 40.00

Sec-2, 11, & 12 T30N R21E GSRPM		
------------------------------------	--	--

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

Sincerely,

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

CONCURRENCE:

Gloria Tom, Director
Navajo Nation Fish & Wildlife Department

Attachment: Project Map

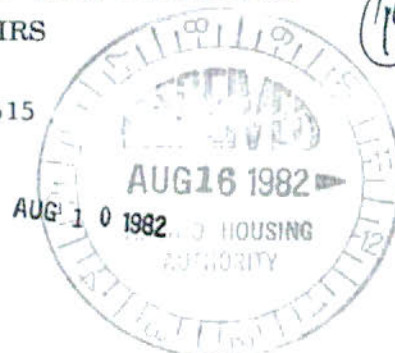


United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Navajo Area Office
Post Office Box M
Window Rock, Arizona 86515

ORIGINAL

IN REPLY REFER TO:
Environmental Quality



Mr. Frank Begay
Navajo Housing Authority
P.O. Box 387
Window Rock, Arizona 86515

RE: Archeological Clearance - Proposed Housing Site Located In Block VI of
The Navajo Indian Irrigation Project BIA NTM-82-200

Dear Mr. Begay:

This is to notify you that an interim archeological clearance has been granted for Block VI of the NIIP by the National Park Service.

The proposed housing site is located within Block VI at T28N, R13W, Section 21, S $\frac{1}{2}$, N $\frac{1}{2}$, NE $\frac{1}{4}$, UTM Zone 12, 4059700N/748550E (estimated in this office).

Since data recovery is completed in this Block, there are no significant cultural resources within the project impact zone. Therefore, archeological clearance is granted for the proposed housing site described in the enclosed letter and indicated on the map.

This clearance does not constitute approval of right-of-way or concurrence in the proposed project by the Bureau of Indian Affairs. It is one of several mandated requirements which must be accomplished prior to the granting of rights-of-way, easements, or approvals by the BIA for land-modifying projects on lands under their jurisdiction.

Should any previously unrecorded and/or previously undetected cultural material be discovered during construction operations, all work must cease in the immediate area of the exposed resources. The Navajo Nation Cultural Resource Management Program and the BIA Navajo Area Archeologist should then be notified to arrange an on-site inspection to determine the significance and disposition of the archeological remains.

It is the responsibility of project sponsors to notify subcontractors of the boundaries of the archeological clearance and stipulations under which clearance is granted.



If you have any questions concerning this clearance, please contact the Area Archeologist at FTS 479-5313 or (602) 871-5151, extension 5313.

Sincerely,

A handwritten signature in cursive script, reading "Ted L. Kaenig".

ACTING

Area Director

CC: SHPO-NM
NNCRMP (w/o enclosures)
Mr. James Miles

Navajo Area Office
Post Office Box M
Window Rock, Arizona 86515

SURNAME
APR 3/8/89

Cultural Resource Compliance Section
MOA 77-1 NIIP

MAR 18 1989

Mr. Tom Merlan
State Historic Preservation Officer
Villa Rivera, Room 101
228 East Palace Avenue
Santa Fe, New Mexico 87503

Dear Mr. Merlan:

This letter concerns the NIIP Archeological Clearance Update-BIA NAO NIIP-89-087 (N48-89-03). The enclosed correspondence is being sent for your information and comment. Our staff has reviewed the subject archeological clearance short form submitted by the NIIP Project Manager. We feel that documentation provided by the NIIP Project Manager in the attached "short form" archeological clearance update adequately protects significant archeological and historical resources and complies with the 1977 Memorandum of Agreement between the Bureau of Indian Affairs, the New Mexico Historic Preservation Office and the Advisory Council on Historic Preservation.

Should you have any questions or comments on this undertaking, please contact the Navajo Area Archeologist at (602) 871-5151, extension 5108.

Sincerely,

T. R. TIPPECONNIC

Assistant Area Director

Enclosure

cc: subject
 chrono
 100/300

305:JSTEIN:j1:3/7/89:NIIP UpDate

FILE COPY

Date: 2-28-89

proposed

NAPI - Housing Act

I hereby request archeological clearance for a project which I believe is located entirely within the boundaries of the Navajo Indian Irrigation Project. This project will consist of (brief description): Lot

The project is located in Township 28 N, Range 13 W, Section 16/21 in the SE NE of the SE NE of the _____
(describing a 10 acre parcel). Access will be obtained as also shown on the attached map. No more than 6.5 acre
(_____ hectares) will be used or occupied considering all direct and indirect effects of proposed project activities.

I certify that I am the duly authorized agent of the proposed project sponsor and will take responsibility for the accuracy of the information submitted above. When clearance is received I will assure that the instructions as indicated below and in any future guidance from you for this project will be followed.

RECEIVED

Object with 88 10110866

Al Keller

Signature

MAR 2 1989

Archeological clearance for the area described is hereby granted under the terms of the Memorandum of Agreement for Protection of Archeological and Historical Resources in the Navajo Indian Irrigation Project consummated by the Advisory Council for Historic Preservation on July 17, 1977.

The area of the currently proposed project was intensively inventoried for archeological and historical resources as documented in (Report # NTM-78-192). These sites (listed by number) were located in the area of this new proposed project: None

These sites (listed by number) were located within 100 feet (33 meters) of the newly proposed project and special efforts should be taken to avoid inadvertent impacts in these areas: None

This clearance does not constitute approval of right-of-way, concurrence in the proposed action by the Bureau of Indian Affairs, or approval to proceed with the project. This clearance constitutes one of several mandated requirements which must be completed prior to the granting of rights-of-way, easements, or approval by the BIA for land modifying projects proposed within the Navajo Indian Irrigation Project boundaries.

IT IS THE RESPONSIBILITY OF THE PROJECT SPONSOR TO ACQUAINT CONTRACTORS AND SUB-CONTRACTORS WITH THE BOUNDARIES FOR WHICH THIS CLEARANCE IS GRANTED.

Discovery Clause (36 CFR Part 800.7) Should any archeological or historical resources be discovered during project operations, all work must cease in the immediate area of the exposed resource. The Navajo Tribal Archeologist and the BIA Navajo Area Archeologist shall be notified to arrange an on-site inspection for the purpose of determining the significance and disposition of the remains. Such discoveries may be subject to the provisions and prohibitions of the Archeological Resources Protection Act (P.L. 96-95, Title 43 Code of Federal Regulations, Part 7).

THE PROJECT SPONSOR IS RESPONSIBLE FOR ADVISING CONTRACTORS AND SUB-CONTRACTORS OF THIS REQUIREMENT AND ASSURING COMPLIANCE.

ND SUB-CONTRACTORS OF THIS REQUIRE
As R2 asking
NIIP Project Manager

NIIP Project Manager

2-28-8

Date _____



United States Department of the Interior

NATIONAL PARK SERVICE

SOUTHWEST REGION

P.O. Box 728

Santa Fe, New Mexico 87501

FEB 9 1979



NAF
H.G.
ARE

IN REPLY REFER TO:

H24 (SWR) PF

Memorandum

To: Project Engineer, Navajo Indian Irrigation Project, Bureau of Indian Affairs
Attention: Mr. Bill Smith

From: Archeologist, Branch of Indian Cultural Resources

Subject: Archeological Clearance; Sections of Block VI, NIIP
NTM 78-192

On May 25, 1978, and August 22-25, 1977, a total area of approximately 2 1/2 sections to be used for the NIIP and NAPI headquarters was archeologically surveyed by Malcolm Sender and Georgia Bayliss of the Navajo Nation Cultural Resource Management Program. This area is comprised of Section 28 and those portions of Sections 21, 22, and 27 lying west of State Highway 371, Township 28 North, Range 13 West, NMPM. In addition, the southern half of Section 16 lying west of Highway 371 was inspected. During the survey, eight archeological sites were located, requiring data recovery before archeological clearance could be granted. The sites were located as follows:

<u>Site</u>	<u>Location (T28N, R13W)</u>
H-23-1	SW 1/4, SW 1/4, NW 1/4, Sec. 21
H-23-2	SE 1/4, NE 1/4, NE 1/4, Sec. 28
H-23-3	SE 1/4, SW 1/4, NW 1/4, Sec. 21
H-23-4	NW 1/4, NW 1/4, NW 1/4, Sec. 21
H-23-5	NW 1/4, SE 1/4, NE 1/4, Sec. 21
H-23-6	NW 1/4, NW 1/4, SE 1/4, Sec. 16
H-23-7	NW 1/4, SE 1/4, SW 1/4, Sec. 16
H-23-8	SW 1/4, NW 1/4, NW 1/4, Sec. 16

Sites H-23-3, 4, 7, 8, and the Navajo component of 6 did not meet the criteria of eligibility to the National Register of Historic Places, but did require further work (descriptions, mapping and photographs) for purposes of documentation. Sites H-23-1, 2, 5 and the prehistoric component of 6 did meet the eligibility criteria to the National Register.

ROUTING			
Title	Date	Init.	
Mgr			
Engr			
Land Use			
Ag Eng	2/12/79		
Soil			

A data recovery program to retrieve all potentially important information from the eligible sites was initiated in September 1978, by the Cultural Resource Management Program, San Juan Campus, New Mexico State University. Work was completed in November 1978.

Upon review of all pertinent documentation, our office, in concurrence with the State Historic Preservation Officer, concludes that NMSU's research program to recover the information potential offered by these archeological resources has been satisfactorily completed, and the NIIP and NAPI headquarters project should have no adverse effect upon the above-mentioned cultural resources. Therefore, archeological clearance is granted for the area described herein and indicated on the enclosed maps.

Should any previously unrecorded and/or previously undetected cultural material be discovered during construction operations, all work must cease in the immediate area of the exposed resources. Archeologists from this office and New Mexico State University should then be notified to arrange an on-site inspection to determine the significance and disposition of the archeological remains.

It is the responsibility of project sponsors to notify subcontractors of the boundaries of the archeological clearance and stipulations under which clearance is granted.

If you have any questions concerning this clearance, please contact Bruce Panowski, Archeologist with this office. He can be reached at (505) 988-6561.

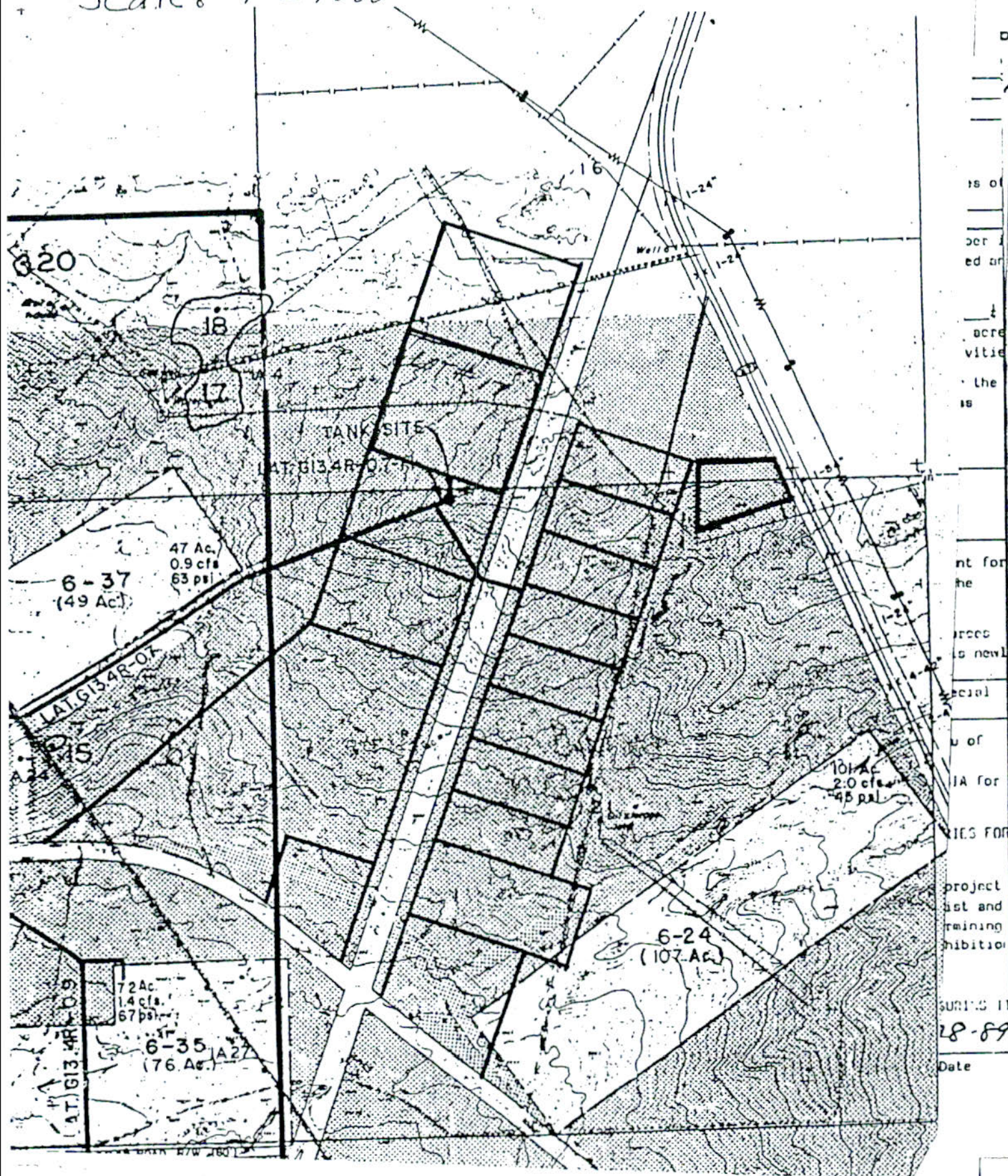


George G. West

cc:

BIA, Navajo Area Office,
Window Rock, AZ(2)
Mr. Richard Goddard,
NNCRMP, Window Rock, AZ
Mr. Tom Merlan, SHPO,
Santa Fe, NM
Mr. Billy J. Naylor, CRMP,
NMSU, San Juan Campus,
Farmington, NM
Esca-Tech Corp,
Costa Mesa, CA

Scale: $1'' = 1000'$





THE NAVAJO NATION
WINDOW ROCK, NAVAJO NATION (ARIZONA) 86515

FILE COPY

25 June 1982

PETER MACDONALD
CHAIRMAN, NAVAJO TRIBAL COUNCIL

FRANK E. PAUL
VICE CHAIRMAN, NAVAJO TRIBAL COUNCIL

Dr. H. Barry Holt, Area Archaeologist
Bureau of Indian Affairs
Navajo Area
Window Rock, Arizona 86515

ARCHAEOLOGICAL CLEARANCE
BIA # ATTN-82-200

Dear Dr. Holt:

In reference to our conservation of 25 June 1982, the Navajo Housing Authority requests a confirmation of archaeological clearance for a proposed housing site located on Block VI of the Navajo Indian Irrigation Project. The proposed housing site is located in Section 16, Township 28 North, Range 13 West, NMPM (see attached map for project area location). In the summer and fall of 1980, the Farmington office of the Navajo Nation Cultural Resource Management Program conducted a data recovery program on Block VI under contract with the Bureau of Indian Affairs. It is my understanding that a blanket clearance for Block VI has been issued.

We request that your office determine whether or not a clearance for the area in question has indeed been issued. If so, could a notification to that effect be sent to:

Mr. Frank Begay
Navajo Housing Authority
P.O. Box 387
Window Rock, Arizona 86515

Confirmation of clearance should also be sent to:

Mr. James Miles
Bureau of Indian Affairs
Real Property Management
P.O. Box 1060
Window Rock, Arizona 86515

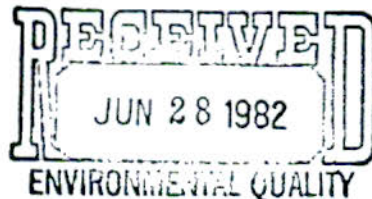
Thank you for your assistance in this matter. Should you have any questions or comments, please do not hesitate to contact me.

Yours,

Russell T. Fehr

Russell T. Fehr
Acting Assistant Coordinator
NNCRMP
P.O. Box 689
Window Rock, Arizona 86515

cc: Frank Begay, NHA



36021
5 1/2 N 1/2 NE 1/4

4059 700 W / 748550 E

KLG
7/19/82



RESOLUTION OF THE
ADVISORY COMMITTEE OF THE
NAVAJO TRIBAL COUNCIL

Concurring in the Withdrawal of Navajo
Tribal Trust Lands for Construction of Housing
Projects and Authorizing the Approval of
Leases for Navajo Housing Authority

WHEREAS:

1. There is a great need for housing on the Navajo Indian Reservation; and
2. The Advisory Committee of the Navajo Tribal Council has been granted authority to approve land withdrawals for residential and other purposes pursuant to Resolution ACMA-81-71; and
3. The Navajo Housing Authority is ready and able to start both Low Rent and Mutual Help housing projects on several location on the Navajo Reservation on Tribal Trust Lands, at the locations described in Exhibit "A", attached hereto; and
4. It is necessary and desirable to set aside and lease said location to the Navajo Housing Authority, with each location on a separate lease. A copy of the lease to be used is attached hereto and made a part hereof; and
5. The Chairman, Navajo Tribal Council, has issued an Executive Order and has withdrawn land accordingly as shown on Exhibit "A", attached hereto; and
6. The Advisory Committee of the Navajo Tribal Council has been delegated authority to approve the leases pursuant to Navajo Tribal Council Resolution CJA-1-81.

NOW THEREFORE BE IT RESOLVED THAT:

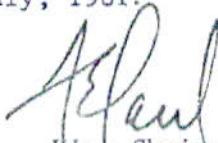
1. The Advisory Committee of the Navajo Tribal Council does hereby concur and approve in the land withdrawals of Navajo Tribal Trust Lands, described on the attachments hereto marked Exhibit "A" for the purpose of construction of housing units for each requesting chapter.
2. The Advisory Committee of the Navajo Tribal Council does hereby approve leases between the Navajo Tribe and the Navajo Housing.

Authority, for the purpose of providing houses for the Navajo people. A separate lease shall be and is hereby approved for each of the following location Mutual Help - one site each at Cudei, Red Valley, and Oak Springs; Public Rental - one at Tuba City and NAPI.

3. The Chairman, Navajo Tribal Council, is hereby authorized to execute leases on the attached forms for each of the described location and to do any and all things necessary to carry out the purpose of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 13 in favor and 0 opposed, this 14th day of July, 1981.



Vice Chairman
Navajo Tribal Council

EXECUTIVE ORDER

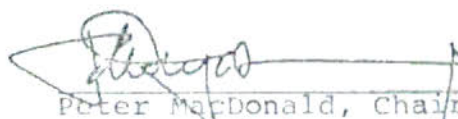
Pursuant to the authority vested in me by Navajo Tribal Council Resolution No. CJ-24-55 (16 N.T.C. § 451), Tribal Trust Lands are hereby withdrawn for use as sites for housing the construction of which is to be accomplished by the Navajo Housing Authority, at the following locations:

- | | |
|---------------|--------------|
| 1. Cudei | 4. Tuba City |
| 2. Red Valley | 5. NAPI |
| 3. Oaksprings | |

A description of each said location is attached hereto and made a part hereof.

The Navajo Tribal Trust Lands so reserved shall remain in a withdrawn status for so long as they are used for the purpose authorized.

THE NAVAJO NATION


Peter MacDonald, Chairman
Navajo Tribal Council



Home—Center of Family Growth, Strength and Beauty

NAVAJO HOUSING AUTHORITY

RESOLUTION NHA-3475-2003

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NAVAJO HOUSING AUTHORITY

EXHIBIT

E

Approving the Conversion of Twenty-Eight (28) Public Rental Units at Development NM15-39 to Mutual Help Homeownership Units at Development NM15-114, Located at Bluffview, New Mexico

WHEREAS:

1. Pursuant to 6 N.N.C., Sections 605 and 616 (b)(3), the Board of Commissioners of the Navajo Housing Authority (NHA) is empowered with the authority to manage the affairs of the NHA with the power to do all things necessary or desirable to secure the financial aid or cooperation of the Federal Government in the undertaking of NHA projects; and
2. The U.S. Department of Housing and Urban Development, Southwest Office of Native American Programs has authorized the Navajo Nation Indian Housing Block Grant for Fiscal Year 1999; and
3. The NHA Division of Housing Management has determined that there is greater need for Mutual Help Homeownership as identified for Development at NM15-114 for the Bluffview community; and
4. The need for Mutual Help Homeownership in the Bluffview Village community is further substantiated by the updated Waiting List, attached hereto as Exhibit "A" and made a part hereof; and
5. By Huerfano Chapter Resolution dated July 13, 2003, attached hereto as Exhibit "B" and made a part hereof, the Huerfano Chapter identified an urgent need for Mutual Help Homeownership housing; and
6. It is in the best interest of the NHA that the Board of Commissioners authorizes the conversion of Twenty-Eight (28) Public Rental Units under Development NM15-39 at Bluffview, New Mexico to Mutual Help Homeownership at Development NM15-114.

NOW, THEREFORE, BE IT RESOLVED THAT:

- A. The Board of Commissioners of the Navajo Housing Authority hereby approves the conversion of Twenty-Eight (28) Public Rental Units identified as Development NM15-39 located in Bluffview, New Mexico to Mutual Help Homeownership units at Development NM15-114.

RESOLUTION NHA-3475-2003

August 7, 2003

Page 2

B. The Board of Commissioners of the Navajo Housing Authority hereby directs the Chief Executive Officer to execute all necessary documents and budget transfers to formalize the conversion of 28 Public Rental Units to Mutual Help Homeownership Units located in Bluffview, New Mexico.

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

Commissioner Ervin Chavez moved that the foregoing Resolution NHA-3475-2003 be adopted and this seconded by Commissioner Leonard Teller.

Same was passed by the following vote:

AYES: 8

NAYES: 0

ABSTAINED: 0

The Secretary, _____ thereupon, declared said motion carried and said Resolution NHA-3475-2003 was adopted this 7th day of August, 2003

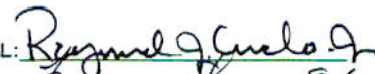

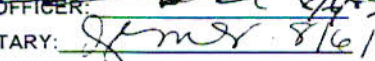



Gilbert Arviso, Chairperson
NHA BOARD OF COMMISSIONERS

ATTEST:



Gail Sandoval, Secretary/Treasurer
NHA BOARD OF COMMISSIONERS

DIVISION APPROVAL: 
LEGAL REVIEW: 
CHIEF EXECUTIVE OFFICER: 
EXECUTIVE SECRETARY: 



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

March 12, 2018

Elerina Yazzie, Program Manager
General Leasing
THE NAVAJO NATION
Post Office Box 2249
Window Rock, Arizona 86515

**RE: NAVAJO HOUSING AUTHORITY PROJECT NO. NM15-39/114 (NAPI)
HUERFANO, NEW MEXICO**

Dear Ms. Yazzie:

The Navajo Housing Authority has several subdivisions that were constructed on Tribal trust lands in the 1960's or 1970's to meet the housing needs of the Navajo people. Some of these housing projects were constructed on lands not properly withdrawn and upon which no valid lease were obtained. The NHA is desirous of obtaining valid leases concurrent with Federal and Tribal guidelines for the purpose of completing Title Conveyance/Transfer of Interest to the respective homebuyers and for site control of the subdivision tract.

The Navajo Housing Authority, Realty and Title Department has enclosed a set of proposed Master Lease for Navajo Housing Authority Project NM15-39/114 that is located within Huerfano Chapter, Eastern Navajo Agency. This lease request is for an existing Navajo Housing Authority SubDivision with **55** Units.

Enclosed are four sets of the proposed Master Lease for final processing and all supporting documentations and maps are enclosed:

- | | |
|---|----------------|
| 01. Proposed Master Lease | |
| 02. Huerfano Chapter Resolution | dated 07/13/03 |
| 03. NHA Board of Commission Resolution | dated 08/07/03 |
| 04. Survey Plat 34.014 acres | dated 06/25/13 |
| 05. Cultural Resources Compliance Form | dated 11/30/98 |
| 06. Biological Resources Compliance Form | dated 05/22/15 |
| 07. Environmental NEPA Coordinator Review | dated 03/10/16 |

Your immediate attention in the finalization of this proposed Master Lease is greatly appreciated in advance.

If you have any questions, or if you need additional information, please do not hesitate to contact our Office at (928) 729-6336 or by email at rnotah@hooghan.org.

Sincerely,

NAVAJO HOUSING AUTHORITY

A handwritten signature in black ink, appearing to read "Richard Notah", written in a cursive style.

Richard Notah, Realty Manager
Realty and Title Department
Development and Construction Services Division

Enclosures



HUERFANO CHAPTER # 9

P.O. BOX 968 • BLOOMFIELD, NEW MEXICO 87413 • (505) 325-1400 • FAX (505) 326-3044



RESOLUTION OF HUERFANO CHAPTER

THE HUERFANO CHAPTER SUPPORTS AND APPROVES THE REQUEST OF THE OJO AMARILLO HOUSING MANAGEMENT OFFICE, THE CONVERSION OF TWENTY-EIGHT (28) NHA PUBLIC RENTAL UNITS SPECIFICALLY PROJECT NM 15-39, TO HOME OWNERSHIP PROJECT NM 15-114.

WHEREAS:

1. The Huerfano Chapter is a locally recognized and certified government under the laws and guidelines of the Navajo Nation to oversee that adequate operation of services and improvements are implemented for its Navajo Citizens in order to curtail their affecting problems in the largest Chapter land area of Eastern Navajo Agency, and;
2. The Huerfano Chapter is established and vested with the authority to represent the local chapter members, components, and entities regarding the need of its constituents, including housing; and
3. The Ojo Amarillo Housing Management Office requests approval of twenty-eight (28) conversion of Public Rental NHA Project NM 15-39 to Home Ownership to twenty-eight (28) units into two (2) phases, as provided for by the US Department of Housing and Urban Development Federal Register, Section 905-455.
4. The Ojo Amarillo Housing Management Office requests approval of Phase I of eleven (11) conversion of Public Rental Units that have undergone renovation to Home Ownership NM 15-114.
5. The Ojo Amarillo Housing Management Office requests approval of Phase II of seventeen (17) conversion of Public Rental units that will be renovated to Home Ownership NM 15-114.

NOW, THEREFORE, BE IT RESOLVED:

1. The Huerfano Chapter hereby grants approval for the conversion of twenty-eight (28) NHA Public Rental Units of Projects NM 15-39 to Home Ownership for the Ojo Amarillo Housing Management Office;

EXHIBIT "B"

WILSON RAY
CHAPTER PRESIDENT

DANNY SIMPSON
COUNCIL DELEGATE

FRANK BLACKIE
VICE-CHAPTER PRESIDENT

LARRY J. BONNEY
LAND BOARD

BEN WOODY JR.
SECRETARY/TREASURER

JERRY CASTIANA
LAND BOARD

2. The Huerfano Chapter grants approval of Phase I of eleven (11) conversion of Public Rental units that have undergone renovation to Home Ownership NM 15-114.
3. The Huerfano Chapter grants approval of Phase II seventeen (17) conversion of Public Rental units that will be renovated to Home Ownership NM 15-114.
4. The Huerfano Chapter further approves that the Home Ownership Program will be available to qualified individuals accordance with the Navajo Housing Authority's application process and according to the Federal Register governing Indian Housing.


CERTIFICATION

We, hereby Certify that the foregoing resolution was considered by the Huerfano Chapter at a duly called meeting at which a quorum was present and that the same was passed by a vote of **21** in favor, **02** opposed, and **05** abstentions, with a motion made by **Alice Jordan**, Seconded by **Mary Ignacio**, this 13th day of July, 2003.



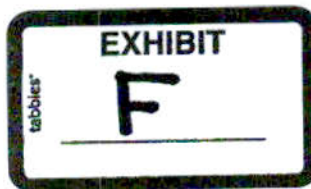
Wilson Ray, Chapter President

Pro-Tempore, Secretary/Treasurer

Frank Blackie, Chapter Vice-President

Danny Simpson, Council Delegate

EXHIBIT "B"

Document No. 010196Date Issued: 04/26/2018**EXECUTIVE OFFICIAL REVIEW**Title of Document: NHA, Master Lease NM15-39/114 Huerfano Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: elerina_yazzie@frontier.com Phone Number: 928/871/6447

<input type="checkbox"/>	Business Site Lease			Sufficient	Insufficient
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)				
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	Navajo Housing Authority Request for Release of Funds				
	1. NNEPA:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	Lease Purchase Agreements				
	1. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)				
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	Grant Applications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	Relinquishment of Navajo Membership				
	1. Land Department:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Elections:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ Land Withdrawal or Relinquishment for Commercial Purposes

Sufficient Insufficient

1. Division: _____ Date: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

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

1. NLD _____ Date: _____ ☐ ☐
2. F&W _____ Date: _____ ☐ ☐
3. HPD _____ Date: _____ ☐ ☐
4. Minerals _____ Date: _____ ☐ ☐
5. NNEPA _____ Date: _____ ☐ ☐
6. DNR _____ Date: _____ ☐ ☐
7. DOJ (ic) _____ Date: 4/10/19 ☒ ☐
8. OPVP _____ Date: 4/24/19 ☒ ☐

☐ Rights of Way

1. NLD _____ Date: _____ ☐ ☐
2. F&W _____ Date: _____ ☐ ☐
3. HPD _____ Date: _____ ☐ ☐
4. Minerals _____ Date: _____ ☐ ☐
5. NNEPA _____ Date: _____ ☐ ☐
6. Office of the Attorney General: _____ Date: _____ ☐ ☐
7. OPVP _____ Date: _____ ☐ ☐

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

1. Minerals _____ Date: _____ ☐ ☐
2. OPVP _____ Date: _____ ☐ ☐
3. NLD _____ Date: _____ ☐ ☐

☐ Assignment of Mineral Lease

1. Minerals _____ Date: _____ ☐ ☐
2. DNR _____ Date: _____ ☐ ☐
3. DOJ _____ Date: _____ ☐ ☐

☐ 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: _____ ☐ ☐
2. F&W _____ Date: _____ ☐ ☐
3. HPD _____ Date: _____ ☐ ☐
4. Minerals _____ Date: _____ ☐ ☐
5. NNEPA _____ Date: _____ ☐ ☐
6. DNR _____ Date: _____ ☐ ☐
7. DOJ _____ Date: _____ ☐ ☐
8. OPVP _____ Date: _____ ☐ ☐

☐ OTHER:

1. _____ Date: _____ ☐ ☐
2. _____ Date: _____ ☐ ☐
3. _____ Date: _____ ☐ ☐
4. _____ Date: _____ ☐ ☐
5. _____ Date: _____ ☐ ☐



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
02/05/19 @ 3
DATE / TIME
☐ 7 Day Deadline
DOC #: 010196
SAS #:
UNIT: NRU

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST: 2/5/2019 ENTITY/DIVISION: DNR
CONTACT NAME: Michelle Howard DEPARTMENT: Gen. Land Develop. Dept
PHONE NUMBER: X-6447 / 6312 E-MAIL:
TITLE OF DOCUMENT: NHA Master Lease NM15-39/114 Huerfano

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 2.5.19 REVIEWING ATTORNEY/ADVOCATE: Armin Che
4:30 2.14.19
DATE/TIME OUT OF UNIT: 4.10.19 445p

DOJ ATTORNEY / ADVOCATE COMMENTS

- Lease redrafted after corrections were made. Document is now legally sufficient. Required documents are all attached.


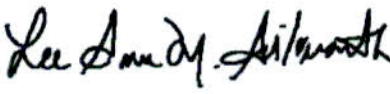


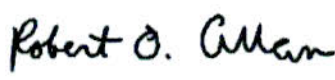
REVIEWED BY: (PRINT) DATE / TIME SURNAMED BY: (PRINT) DATE / TIME
James H. 4/10/19 V. Black 4/10/19 2:01

DOJ Secretary Called: Michelle for Document Pick Up on 4.10.19 at 415 By: B

PICKED UP BY: (PRINT) DATE / TIME:

COMPLETED

Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Is there a separate DOI CATEX in place for the Huerfano master lease?	1. No Reply	25-Jun-2018	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Conditional Approval contingent on compliance with all NNEPA and USEPA environmental laws.	1. No Reply	18-Jul-2018	
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	no comments	No Reply	15-May-2018	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. 15NHA06	1. No Reply	09-May-2018	
Patrick Antonio (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. No construction involved. Obtaining valid lease where housing was constructed on land not properly withdrawn. No coverage required under the federal Construction General Permit.	1. No Reply	08-May-2018	
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director	DNR Administration	Approved	1. CONDITIONAL- -1) Master Lease Form needs to incorporate references to 25 U.S.C. Section 415 (e), the Navajo Nation General Leasing Act regulations, and the Navajo Nation Homesite Lease Regulations 2016. 2) Nominal Rent-- there should	1. No Reply	10-Jul-2018	


references to 25
C.F.R. Sections
320 and 326 (b)
(1), with cover
legislation
stating that
nominal rent
compensation is
determined to
be in the Navajo
Nation's best
interests,
because the
lease is for
public housing.
3) Section
20.01.A.1 of the
HSL
Regulations
requires a
"Certificate of
Compliance" in
the record.

2. 4) There are typographical errors in the text of the lease form that need to be corrected.
2. *No Reply*

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

Historic
Preservation
Department

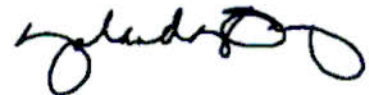
Approved 1. NTM-82- 1. *No Reply* 08-May-2018
200




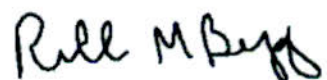

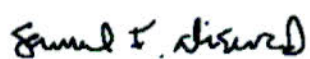


Yolanda Public
Barney EPA Water
(Navajo Land System
Title Data Supervision
System - Agency
Windowrock Program
AZ)

Navajo Nation
Environmental
Protection
Agency

Approved no comments No Reply 08-May-2018



Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Pending	no comments	No Reply		
Richard Begay NNHP (Navajo Land Historic Title Data System - Windowrock AZ)	Navajo Nation Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	18-Jul-2018	
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Conditional Approval contingent on compliance with all NNEPA and USEPA environmental laws within the Clean Water Act.	1. No Reply	18-Jul-2018	
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	24-Jul-2018	
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	18-Jul-2018	
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Administration	NLD	Approved	1. NHA should be following the Home-site Lease Regulations of 2016, SECTION 20.00 HOUSING FOR PUBLIC PURPOSES MASTER LEASE for their housing projects.	1. No Reply	19-Jul-2018	


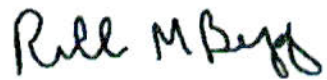




NAPI NM15-39114 Ojo Amarillo

Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Is there a separate DOI CATEX in place for the Huerfano master lease?	1. No Reply	25-Jun-2018	Submitted with package 11/24/19 Eugenia Quintana
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Conditional Approval contingent on compliance with all NNEPA and USEPA environmental laws.	1. No Reply	18-Jul-2018	Lee Anna Martinez
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	no comments	No Reply	15-May-2018	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. 15NHA06	1. No Reply	09-May-2018	Pam Kyselka
Patrick Antonio (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. No construction involved. Obtaining valid lease where housing was constructed on land not properly withdrawn. No coverage required under the federal Construction General Permit.	1. No Reply	08-May-2018	Patrick Antonio Navajo Nation Environmental Protection Agency Received by
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director	DNR Administration	Approved	1. CONDITIONAL-1) Master Lease Form needs to incorporate references to 25 U.S.C. Section 415 (e), the Navajo Nation General Leasing Act regulations, and the Navajo Nation Homesite Lease Regulations 2016. 2) Nominal Rent--there should	1. No Reply	10-Jul-2018	Robert O. Allan ML Revised per comments

Resubmitted to Howard D. 6/11/19 3/4/19 250

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Pending	no comments	No Reply		
Richard Begay (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	18-Jul-2018	
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Conditional Approval contingent on compliance with all NNEPA and USEPA environmental laws within the Clean Water Act.	1. No Reply	18-Jul-2018	
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	24-Jul-2018	
Steven Prince (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	18-Jul-2018	
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Administration	NLD	Approved	1. NHA should be following the Home-site Lease Regulations of 2016, SECTION 20.00 HOUSING FOR PUBLIC PURPOSES MASTER LEASE for their housing projects.	1. No Reply	19-Jul-2018	

references to 25
C.F.R. Sections
320 and 326 (b)
(1), with cover
legislation
stating that
nominal rent
compensation is
determined to
be in the Navajo
Nation's best
interests,
because the
lease is for
public housing.
3) Section
20.01.A.1 of the
HSL
Regulations
requires a
"Certificate of
Compliance" in
the record.

2. 4) There are
typographical
errors in the text
of the lease form
that need to be
corrected.
2. *No
Reply*

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

Historic
Preservation
Department

Approved 1. NTM-82- 1. *No Reply* 08-May-2018
200



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

Navajo Nation
Environmental
Protection

Approved no comments No Reply 08-May-2018



ROLL CALL
VOTE TALLY SHEET:

1