

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

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING
MASTER AGRICULTURAL LEASE BETWEEN THE NAVAJO NATION AND THE
NAVAJO AGRICULTURAL PRODUCTS INDUSTRY (NAPI)

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS


- A. The Navajo Agricultural Products Industry (NAPI) requests approval of a Master Agricultural Lease. The NAPI Master Agricultural Lease Letter of Intent, Executive Summary, and Resolution of the Navajo Agricultural Products Industry Board of Directors, BDAU-18-17 are attached as **Exhibit C**.
- B. The Master Agricultural Lease between the Navajo Nation and the Navajo Agricultural Products Industry is attached hereto as **Exhibit A**.
- C. The proposed Master Agricultural Lease of 72113.50 acres, more or less, is described in **Exhibit B**.
- D. The Proposed Land Use Plan, NAPI Plan of Operation, NAPI Business Plan, Environmental and archaeological studies and clearances and other documents are attached in **Exhibit D**.
- E. The application for the Master Agricultural Lease has been reviewed through Executive Official Review Document Number 010457 by the Fish and Wildlife; Historic Preservation; Minerals; Navajo Nation Environmental Protection; Division of Natural Resources and the Department of Justice and "Approved" or found "Sufficient". See documents included in Executive Official Review Document Number 010457, **Exhibit E**.

SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Master Agricultural Lease between the Navajo Nation and the Navajo Agricultural Products Industry 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 Agricultural 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 Aneth Chapter, Aneth, Navajo Nation (Utah), at which a quorum was present and that same was passed by a vote of 4 in favor, and 0 opposed, on this 18th day of September 2019.


Kee Allen Begay, Jr.,
Pro Tempore Chairperson
Resources and Development Committee
of the 24th Navajo Nation Council

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

Pro Tempore Chairperson Kee Allen Begay, Jr. not voting.



Lease No. _____
Lease Fee _____

**NAVAJO AGRICULTURAL PRODUCTS INDUSTRY
AGRICULTURAL LEASE
(Navajo Nation Trust Land)**

Master Agricultural Lease

THIS MASTER AGRICULTURAL LEASE ("Lease") is made and entered into this _____ day of _____, 2018, by and between THE NAVAJO NATION, hereinafter called "Lessor," and the NAVAJO AGRICULTURAL PRODUCTS INDUSTRY, hereinafter called "Lessee" or "NAPI" (each a "Party" and collectively the "Parties"), in accordance with the provisions of 25 U.S.C. §§ 415(e) as amended, and as implemented by the regulations contained in the Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 et seq., and any amendments thereto, hereinafter called the "Tribal Regulations," relative to general leases on restricted Navajo Nation lands, which by this reference are made a part hereto.

A. NAVAJO AGRICULTURAL PRODUCTS INDUSTRY ("NAPI")

NAPI was originally established pursuant to Navajo Nation Council Resolution ACAP-123-70 and continued in 1997 pursuant to 5 N.N.C. Section 1601, et. seq., as an enterprise of the Navajo Nation. NAPI is organized to operate a profitable commercial farm in accordance with its plan of operation and applicable laws and regulations, separate and distinct from the Navajo Indian Irrigation Project ("NIIP"). 5 N.N.C. § 1602. NAPI is governed by a Board of Directors appointed by the President of the Navajo Nation and confirmed by the Resources and Development Committee of the Navajo Nation Council ("RDC"). 5 N.N.C. § 1603. NAPI is administered by a Chief Executive Officer that is responsible for NAPI's daily operations. 5 N.N.C. § 1604. NAPI is subject to the legislative oversight of the RDC and operates pursuant to a Plan of Operation approved by Navajo Nation Council Resolution CJA-05-10, adopted on Jan. 28, 2010.

Pursuant to Article 3 of NAPI's Plan of Operation, NAPI is directed and authorized to:

1. Plan, develop, and promote the use of agricultural and related resources, including water in compliance with the Navajo Nation Water Code, as made available for use by NAPI through the NIIP.
2. Utilize real estate withdrawn or leased to the agriculture enterprise for the general purpose of establishing, operating and managing a commercial farm.
3. Promote agribusiness development, the multiplier effect, and related businesses and industries in the Navajo Nation.
4. Do everything necessary, proper and advisable for the accomplishment of the purposes set forth in the Plan of Operation and regulations for NAPI.

B. DEFINITIONS.

1. "Agribusiness Development" means the growth of capacity by NAPI for the production, processing and sale of crops. This term shall include derivatives and income from any subleasing operations authorized by this Lease.
2. "BIA" means the Bureau of Indian Affairs of the United States Department of the Interior.
3. "Categorical Exclusion or CATEX" means a category of actions which do not individually or cumulatively have a significant effect on human health or the environment and is therefore not subject to the Environmental Review Process under 16 N.N.C. §§ 2380—2390.
4. "Leased Premises" is as defined in Section C of this Lease.
5. "Lessee" means the Navajo Agricultural Products Industry ("NAPI").
6. "Lessor" means the Navajo Nation.
7. "Master Agricultural Lease" or "Lease" means the single lease between the Navajo Nation and the Navajo Agricultural Products Industry to authorize and govern any and all use of Navajo Nation trust and fee lands by NAPI to engage in agribusiness development and commercial farming. Said lease may provide subleasing opportunities for NAPI to promote agribusiness development and the multiplier effect. The lease shall conform to Federal and Navajo Nation law.
8. "Navajo Nation" means the Navajo Nation government.
9. "Navajo Indian Irrigation Project" or "NIIP" means the irrigation project approved by Congress pursuant to the Act of June 13, 1962 (76 Stat. 96, as amended, 43 U.S.C. § 615ii et seq.), as a participating project of the Colorado River storage project (Act of April 11, 1956, 70 Stat. 105, as amended, 43 U.S.C. § 620-620(o)), for the principal purpose of furnishing irrigation water to approximately 110,630 acres of land with an average annual diversion of 508,000 acre-feet of water for municipal, domestic, and industrial uses, providing recreation and fish and wildlife benefits, and controlling silt, and for other beneficial uses.
10. "Performance Bond" means a guarantee from a third party Surety that ensures performance obligations under a Lease, including but not limited to annual lease payments, development of improvements and reclamation requirements, if any.
11. "Secretary" means the Secretary of the Interior or his/her authorized representative, delegate or successor.

12. "Sublease" means a written agreement by which the Lessee grants a right of possession no greater than that held by the Lessee under the Lease.
13. "Sublessee" means any individual or business that obtains a sublease under this Lease.
14. "Tribal Regulations" mean the Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 et seq., and any amendments thereto, relative to general leases on lands of the Navajo Nation which by this reference are made a part hereof.
15. "Water Use Permit" – means the permit mandated by the Navajo Nation Water Code and other applicable Navajo Nation laws to authorize the use and development of the water resources of the Navajo Nation.

C. LAND DESCRIPTION.

1. For and in consideration of the rents, covenants, agreements, terms, and conditions contained herein, Lessor hereby withdraws and leases to Lessee, on the terms and conditions set forth in this Lease, the following property, hereinafter referred to as the "Leased Premises":
 - a. All lands described in Exhibit "A" attached hereto and made a part hereof by reference (the "Land"); and
 - b. All buildings, structures, wells, equipment, irrigation systems, subsurface and above ground facilities and all other improvements now or hereafter located on the Land and owned by Lessor (the "Improvements"); and
 - c. All rights-of-way or of use, servitudes, licenses, tenements, hereditaments, appurtenances, and easements now or hereafter belonging or pertaining to any of the foregoing, including all water located on or under the Land and the right to search for and consume such water (provided that such water is used and consumed on the Land) and including the right to bring water onto the Land.
2. Lessor agrees to allocate all of the waters that are pertinent to the trust lands that are the subject of this Lease and developed under the Navajo Indian Irrigation Project ("NIIP") to Lessee. Lessee shall utilize such waters pursuant to the NIIP authorizing legislation (Pub. L. No. 87-483, as amended by Pub. L. No. 91-416 and Pub. L. No. 111-11, respectively). Lessee shall obtain a water use permit from the Division of Natural Resources and/or Department of Water Resources for the use of water in connection with the operation of the commercial farm enterprise.
3. Except as stated in Section C(4) of this Lease, the Leased Premises are subject, at the commencement of the term of this Lease, to all liens, encumbrances, covenants, conditions, restrictions, easements, reservations, rights, and rights-of-

way of record or of which notice or knowledge is imputed constructively by law or equity or of which Lessee has actual notice or knowledge as of the date of the commencement of the term of this Lease, and zoning, and other legal requirements now or hereafter affecting the Leased Premises.

4. In accordance with Section 3(A) of the Lease between the Navajo Nation and Pumpkin Patch Fundraisers, Inc., and Upland Desert Popcorn, LLC, approved by Legislation No. RDCMA-28-17, this Lease with NAPI shall supersede and nullify such Lease.

D. PURPOSE, UNLAWFUL USE.

1. Lessee shall develop, use, and operate the Leased Premises for the following purposes:
 - a. to develop, operate, and manage a commercial farm, related businesses for agricultural use and agricultural processing;
 - b. to consent to all rights-of-way and easements for oil and gas, including periodic maintenance, operations, ingress and egress of non-NAPI operators in the oil and gas field on the NIIP;
 - c. to consent to rights-of-way and easements for utilities, agricultural infrastructure, access roads, and other infrastructure necessary or desirable for the business conduct of Lessee's and any sublessee's business within the NIIP;
 - d. to establish temporary seasonal housing for workers and related infrastructure; and
 - e. to utilize the water allocated for the NIIP in furtherance of Lessee's and any sublessee's business.
2. Agricultural use on the Leased Premises may include, but is not limited to, all crops utilized for commercial farming, agribusiness development, livestock grazing, and such other activities that are authorized under Navajo Nation law. Subject to restrictions and covenants herein, other lawful use of the Leased Premises may be conducted without the necessity of obtaining the prior written consent of Lessor; however, all agricultural activity will be performed in a prudent manner with due care exercised to protect the Leased Premises and adjoining property from permanent injury. Lessee will conduct agricultural activity for the long-term improvement of the entire Leased Premises. Lessee has the right to manage the Leased Premises in such a manner that will contribute to these objectives.
3. The Leased Premises shall not be used by Lessee, a sublessee(s), or an assignee(s), for any purpose or purposes other than those set out above, except with the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Consent may be withheld, granted, or granted upon conditions, in the sole discretion of Lessor.

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

E. TERM.

1. The term of this Lease shall not exceed twenty five (25) years except that this Lease may be renewed for up to two additional terms, each of which may not exceed twenty-five (25) years.
2. Lessee may exercise options to renew the Lease as follows: Lessee shall give written notice of its intent to renew this Lease to Lessor at least three (3) months, but no longer than one year, prior to the expiration date of this Lease. Renewal of this Lease is subject to applicable provisions of Navajo Nation laws and the Tribal Regulations, including all amendments and successors thereto.

F. RENT.

1. Lessee is a wholly-owned enterprise of the Lessor, the Navajo Nation. As an enterprise of the Navajo Nation, Lessor is organized to operate a profitable commercial farm, separate and distinct from the NIIP, in accordance with NAPI's Plan of Operation, and applicable laws and regulations, for the benefit of the Navajo Nation. Pursuant to 5 N.N.C. § 1601 et seq., and NAPI's Plan of Operation, this Lease serves a public purpose for the benefit of the Navajo Nation and therefore, meets the exceptions of 16 N.N.C. § 2332(C), which states that no appraisal shall be required for this Lease.
2. Based on Lessee's contributions to increasing the asset value of the Leased Premises from \$55 Million in 1999 to \$144 Million in 2016 and commitment to continue increasing the asset value, the Lessor has determined that it is in the best interest of the Navajo Nation to charge nominal rent for the Leased Premises pursuant to 16 N.N.C. § 2334(F). Therefore, Lessee, in consideration of the foregoing, covenants and agrees to pay in lawful money of the United States of America to Lessor the amount of One Hundred Fifty Dollars (\$150.00) per year in conformity with the following for the use of the Leased Premises and all other rights secured hereunder.
3. All rent payments shall be deposited with the Controller of the Navajo Nation. Pursuant to 25 U.S.C. § 415(e), Lessor shall provide the Secretary with documentation of the rent payments.
4. Rent payments shall be paid on the first day of each year. If rent is not paid ten (10) days after the due date, Lessee shall be subject to a late charge of 10% of the amount due; however, such amount shall be prorated for each day the rent is not paid until the thirtieth day after the due date. If Lessee does not pay the full amount within sixty (60) days, Lessee shall be subject to an additional late

charge of 10% of the monthly amount due. If Lessee does not pay the full amount within ninety (90) days, Lessee shall be subject to an additional late charge of 10% of the amount due, and the Lease shall be subject to termination.

5. Payroll Guarantee. The combined payroll of Lessee paid annually to members of the Navajo Nation shall not be less than \$8 Million. Lessee agrees to maintain 250 permanent full-time jobs and 300 seasonal jobs in compliance with the Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq., and shall provide proof of compliance with this Section to Lessor upon request. Lessee shall also provide such information to the Office of Navajo Labor Relations as requested or as otherwise provided under Navajo Nation law. Lessee shall not be obligated to fulfill this payroll guarantee if the NAPI Pub. L. No. 93-638 contract for operation and maintenance and deferred maintenance of the NIIP is federally underfunded, or if NIIP infrastructure failures occur due to such federal underfunding or deferred maintenance.
6. Scholarship Program. Lessee shall offer annual scholarships totaling \$60,000 to Navajo students for the purpose of pursuing a degree in agriculture or a related field. Lessee shall be responsible for selecting the recipients of these scholarships.
7. Community Donations. Lessee shall offer (1) donations in the form of NAPI products or monetary donations to organizations such as local schools, churches, charities, and Navajo Chapter events, etc. (Limit of \$200); (2) donations in the form of reduced prices on NAPI products sold at a discount rate to organizations or groups such as Navajo Chapters funded through the Navajo Nation; (3) emergency donations in the form of NAPI products or monetary donations made to individuals, organizations, groups, or the community under state of emergency situation; and (4) sponsorship in the form of NAPI products or monetary donations made to events (such as special events across the Navajo Nation) for promotional/advertisement opportunities during the event.

G. IMPROVEMENTS.

1. Except as otherwise provided in this Lease, all buildings and improvements, excluding removable personal property and trade fixtures, on the Leased Premises shall remain on said premises after termination of this Lease and shall thereupon become the property of Lessor. However, Lessor may require Lessee, at Lessee's expense, to remove the improvements and restore the Leased Premises to the original state upon termination of this Lease. Any removal of property from the Leased Premises by Lessee must be completed within six (6) months after termination of this Lease. The presence of such property on the premises shall not be deemed a holdover or trespass, provided Lessee is acting in a diligent manner to remove any such property. Lessor in its sole discretion may grant an additional extension to reenter the Leased Premises to remove any remaining improvements.

2. The term "removable personal property" as used in this Section shall not include property which normally would be attached or affixed to the buildings, improvements, or land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed to the buildings, improvements, or land in such a way as to legally retain the characteristics of personal property. Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, and at the sole option of Lessor, said property shall thereupon become property of Lessor and may be disposed of in any manner by Lessor.

H. COMPLETION OF DEVELOPMENT.

1. Prior to the commencement of construction of any new improvements on the Leased Premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on the behalf of Lessor. A non-responsibility notice must be signed and verified by the Lessee, include a description of the site sufficient for identification including street address, if any, identify the nature of the Lessor's interest in the site, identify the name of the Lessee; and include a statement that the Lessor is not responsible for claims arising from the work of improvement. The non-responsibility notice shall be posted in a conspicuous location at the site.
2. Upon completion of any construction, Lessee is required to submit any layout or general plans of the building or facility to Lessor.
3. Whenever under this Lease a time is stated within which or by which original construction, repairs, or reconstruction of improvements shall be made and during such period a general or sympathetic strike or lockout occurs, war or rebellion ensues, or some event beyond Lessee's reasonable power to control occurs, the period of delay so caused shall be added to the period specified for the completion of such work.

I. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION.

1. All improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. Lessee shall, at all times during the term of this Lease and at Lessee's sole cost and expense, maintain the Leased Premises and all improvements thereon and any alterations, additions, or appurtenances thereto in good order and repair and in a safe, sanitary, neat, and attractive condition, and shall otherwise comply with all laws, ordinances, and regulations applicable to said premises.

2. Subject to the requirements of the preceding paragraph, Lessee shall have the right during the term of this Lease to make alterations, additions, or repairs to improvements on the Leased Premises.
3. Lessee shall indemnify and hold harmless Lessor against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon, and from Lessee's non-observance of any law, ordinance, or regulation applicable thereto.

J. PERFORMANCE BOND.

Lessee is a wholly-owned enterprise of Lessor, and the Parties have agreed that Lessee shall not be required to provide a performance bond. Lessor has determined it is in the best interest of the Navajo Nation to waive the performance bond requirement for Lessee.

K. INSURANCE.

Lessee shall secure insurance from a nationally accredited insurance company with a financial strength rating of "A" or equivalent, and authorized to do business in the state of New Mexico, or authorized by the Navajo Nation according to applicable Navajo Nation law. Lessee shall obtain Commercial General Liability Insurance within thirty (30) days from the date of execution of the Lease; provided, however, it is explicitly understood and agreed that Lessee must submit a copy of the certificate of insurance before commencing construction or other activities or operations on the Leased Premises. The Commercial General Liability Insurance shall have an unimpaired minimum combined single limit not less than in the amount of One Million Dollars (\$1,000,000) per occurrence and a General Aggregate Limit of Two Million Dollars (\$2,000,000) per occurrence. The insurance policy shall expressly identify the Lessor and the United States as additional named insured parties.

L. SUBLEASES.

Lessee is authorized to grant subleases under this Lease and shall have the authority to set rental rates for such subleases as it deems appropriate without further approval of Lessor, provided Lessee shall remain liable for its duties under the Lease notwithstanding any subleasing of the Leased Premises or any part thereof.

M. ENCUMBRANCES.

Lessee is authorized to grant encumbrances to the leasehold interest for the purpose of financing to develop and improve the Leased Premises, subject to the approval of the Lessor. If a sale or foreclosure occurs, such sale or foreclosure shall be carried out in accordance with the requirements of Navajo Nation law.

N. NOTICES AND DEMANDS.

1. All notices, demands, requests, or other communications to or upon any Party provided for in this Lease, or given or made in connection with this Lease, shall be in writing and shall be addressed as follows:

To or upon Lessee:

Chief Executive Officer
Navajo Agricultural Products Industry
P. O. Box 1318
Farmington, New Mexico 87499
Telefax: 1-505-960-9458

To or upon Lessor:

President
The Navajo Nation
Post Office Box 9000
Window Rock, Navajo Nation (AZ) 86515
Telefax: 1-928-871-7381

With a copy to:

Department Manager III
Navajo Land Department
The Navajo Nation
P.O. Box 2249
Window Rock, Navajo Nation (AZ) 86515
Telefax: 1-928-871-7039

2. All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or facsimile transmission, followed by surface mail. Except as provided otherwise herein, notices shall be effective and shall be deemed delivered when dispatched.
3. Any Party may at any time change its address for purposes of this Section by written notice to all other Parties delivered in accordance with this Section.

O. ENVIRONMENTAL REVIEW PROCESS.

In accordance with 16 N.N.C. §2386, the Environmental Reviewer may rely on the Final Environmental Statement (FES) prepared by the Bureau of Indian Affairs ("BIA"), Department of Interior, for the NIIP on October 21, 1976, 1973 NIIP All Irrigation System Report, 1999 NIIP Biological Assessment, pursuant to the National Environmental Policy Act of 1969, as well as the Archaeology Report conducted by the Navajo Nation

Archaeology Department under contract to the BIA, Navajo Area Office, in conjunction with the BIA's NIIP Office in June 1993, attached hereto as Exhibit "B." The activities in which Lessee plans to engage have not changed since the FES was completed. The agricultural activities in which Lessee plans to engage on the Leased Premises are the commercial farming activities that were authorized on the Leased Premises since 1976. Lessee's activities will not have a significant impact on the human health or environment, therefore the Lease qualifies as a categorical exclusion under the Tribal Regulations. At the option of Lessor, and at the sole expense of the BIA, the Navajo Nation's Environmental Reviewer ("ER") may conduct a secondary environmental review of the Lease and Leased Premises.

P. DEFAULT.

1. Time is declared to be of the essence for purposes of this Lease.
2. Lessor may determine that Lessee is in default for the following:
 - a. Lessee fails to pay monies or any other amounts, such as posting a security deposit, or to acquire insurance when due, and such failure continues for ten (10) days after written notice of default is sent to Lessee.
 - b. Lessee fails to perform any of its material non-monetary obligations or duties under the Lease when required, and such failure continues for a period of ten (10) days after notice of default is sent to Lessee that such obligation or duty has not been performed; provided that if such failure is not reasonably susceptible to cure within ten (10) days, there is no default for such longer period of time as is reasonably required to cure such failure, and, provided further, that Lessee commences a cure within ten (10) days after the notice of default is mailed and Lessee diligently pursues the cure.
 - c. Lessee abandons or surrenders the Leased Premises and the operations required hereunder are not operated for a period of sixty (60) consecutive days for any reason other than a closure for major repairs or renovation, acts of god, casualty, war or insurrection, strikes or labor disputes, or other matters beyond the reasonable control of Lessee, and abandonment continues for ten (10) days after written notice of default is sent to Lessee.
3. Lessee shall, within ten (10) days from the mailing of the notice of default, either:
 - a. Notify in writing to Lessor that the default has been cured and submit documentation necessary to indicate the default has indeed been cured; or
 - b. Submit in writing to Lessor a statement and explanation disputing Lessor's determination that the Lease is in default and why the Lease should not be terminated; or
 - c. Request in writing to be given an additional time to cure.

4. Should a default occur due to the action or inaction of Lessor, Lessee may take any action available and/or authorized under the Tribal Regulations, tribal or federal law, as amended.

Q. REMEDIES.

1. If Lessee is in default pursuant to Section P, Lessor may at its option pursue the following:
 - a. meet and confer with the Lessee in an attempt to develop a course of action in which the default shall be cured in the best interest of the parties; or
 - b. if the parties determine that the default cannot be cured to the satisfaction of either party then Lessor shall pursue the execution on security deposits or collection of insurance proceeds, if applicable, and give notice of cancellation of this Lease to Lessee pursuant to the terms and conditions contained in Section P.
2. If Lessor cancels the Lease, Lessor shall provide the Lessee with thirty (30) days advance notice of the termination by certified mail, return receipt requested, which shall become effective thirty-two (32) days after mailing. Such notice shall state the right to appeal to the Office of Hearings and Appeals pursuant to 16 N.N.C. § 2370, and a statement of any monies due. Lessee shall vacate the premises within thirty (30) days after receipt of the termination letter, unless an appeal has been timely filed.
3. The filing of an appeal shall not change the effective date of the termination, but shall stay any eviction proceeding in accordance with 16 N.N.C. § 2370. Pending the outcome of the appeal, the Lessee shall make all requisite payments, as well as comply with the terms of the Lease, including any requirements for environmental or hazardous waste remediation and reclamation of the Leased Premises. If the Lessee fails to make such payments pending the outcome of the appeal, the stay shall be lifted and the Lessor may immediately commence eviction proceedings, bring an action in forcible entry and detainer, pursue remedies under the Navajo Nation Civil Trespass Act, or take any other action the Lessor deems appropriate to protect its interests.
4. If a grant of extension for time to cure is given, Lessee shall diligently perform and complete the corrective actions within a timeframe agreed, in writing, between Lessor and Lessee.
5. Exercise of any of the remedies outlined in this Section shall not exclude recourse as 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.

6. If a Lessee or other party causes or threatens to cause immediate and significant harm to the Leased Premises, or engages in criminal activity thereon, the Lessor may take appropriate emergency action in accordance with Navajo Nation law, including immediately cancelling the Lease, commencing eviction proceedings, bringing an action in forcible entry and detainer, pursuing remedies under the Navajo Nation Civil Trespass Act, or taking any other action deemed appropriate to protect the public interest, the Leased Premises, and the environment.
7. If a Lessee remains in possession after the expiration or termination of a Lease, the Lessor may treat such occupation as a holdover tenancy, or as a Trespass, and if treated as a trespass may pursue any remedy available under Navajo Nation or federal law.

R. 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 provisions of this Lease.

S. NO PARTNERSHIP.

No term of this Lease shall be so construed as to provide that a partnership exists between Lessor and Lessee; the only relationship between the Parties is that of Lessor and Lessee.

T. HOLD OVER.

Holding over by Lessee after the termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights in or to the Leased Premises. In the event of a holding over by Lessee, Lessee shall be subject to immediate removal and shall agree to pay as hold over rent an annual rent computed at double the rental amount charged during the twelve (12) months immediately preceding the commencement of the holding over period. Accepting holdover rent from Lessee does not extend the Lease or constitute an election of remedies or adversely affect any of Lessor's other remedies.

U. WAIVER.

No waiver by Lessor or Lessee of any default or breach of any term, condition, or covenant of this Lease will be a waiver of any other breach of any other term, condition, or covenant.

V. INDEMNIFICATION.

Lessee agrees to take all reasonable precautions against the occurrence of accidents, injury, or damage to persons or property on the Leased Premises.

Lessee shall defend, indemnify, and hold harmless Lessor and its assigns, employees, and representatives from and against all loss, cost, damage, or expense (including but not limited to attorney's fees and court costs) of every kind and character which Lessor may suffer, incur, sustain, or be liable for (or be alleged to be liable for), in any way, either directly or indirectly, resulting from, connected with, or arising out of the operations of Lessee, except for the gross misconduct and/or gross negligence of Lessor and/or Lessor's assigns, employees, and representatives that result in the approximate cause of Lessor's harm.

Lessee waives all rights of subrogation against Lessor and/or its assigns, employees, and representatives.

W. PRIVILEGES AND IMMUNITIES.

Lessee expressly understands Lessor is a federally recognized tribe and nothing herein will be construed as a waiver of sovereign immunity or relinquishment by Lessor of its right to claim such exemptions, privileges, and immunities as may be provided by law.

X. NAVAJO PREFERENCE.

In connection with all employment and contracting opportunities arising out of Lessee's activities under this Lease, Lessee shall give preference in employment and contracting to qualified Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq. ("NBOA"). The terms and provisions of the NPEA and NBOA are specifically incorporated in, and become a part of, this Lease. Violation of such laws by Lessee shall constitute a breach of this Lease and provide grounds for termination of the Lease or any other remedy prescribed by the NPEA and NBOA, provided such compliance does not violate applicable federal laws.

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

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

Z. CHOICE OF LAW AND FORUM.

All disputes arising out of this Lease shall be resolved under the laws of the Navajo Nation, unless such laws are in conflict with federal law. All actions or proceedings brought by either Party 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 action or proceeding shall be brought by either Party in any court or administrative body of any state.

AA. ENTIRE AGREEMENT.

This Lease constitutes the entire agreement between Lessor and Lessee, and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This Lease may only be amended by a subsequent written instrument. Pursuant to 25 U.S.C. § 415(e), Lessor shall provide a copy of this Lease and all amendments and renewals thereto to the Secretary.

BB. PARTIES BOUND.

This Lease shall be binding upon and inure to the benefit of the Parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors in interest or office, and assigns (but this Section shall not constitute permission for an assignment).

CC. SAVINGS CLAUSE.

Should any clause in this Lease be found invalid by a court of law, the remainder of this Lease shall not be affected and all other provisions in this Lease shall remain valid and enforceable to the fullest extent permitted by law.

DD. FORCE MAJEURE.

Neither Lessor nor Lessee will be in default in the performance of its obligations if such performance is prevented or delayed by Force Majeure; provided, the Party claiming Force Majeure notifies the other Party of the occurrence within ten (10) days and promptly commences, diligently pursues, and takes all reasonable actions to limit the effects of such Force Majeure. Force Majeure is any cause which is beyond the reasonable control of the Parties, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, drought or flood, federal underfunding of NAPI Pub. L. No. 93-638 contract for operation and maintenance and deferred maintenance for NIIP, or NIIP infrastructure failures due to such federal underfunding or deferred maintenance; or because of any law, order, proclamation, regulation, or ordinance of the Navajo Nation or Federal government or any subdivision thereof.

EE. NAVAJO INDIAN IRRIGATION PROJECT PUB. L. NO. 93-638 CONTRACT.

Nothing in this lease shall interfere or in any way disrupt the terms, conditions or performance of the contract between Lessee and the Department of the Interior, BIA under Pub. L. No. 93-638. If at any time it is determined that this Lease affects or disrupts the Pub. L. No. 93-638 contract referenced herein, the Parties shall work diligently to resolve the matter.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have set their hands.

LESSOR
THE NAVAJO NATION

LESSEE
NAVAJO AGRICULTURAL
PRODUCTS INDUSTRY

President or Designee

Chairperson, Board of Directors

Date: _____

Date: _____



LEGAL DESCRIPTION AND NOTES FOR A SURVEY OF A TRACT OF LAND LOCATED ON THE NAVAJO INDIAN RESERVATION (NIR), IN ALL OR A PORTION OF THE FOLLOWING SECTIONS, TOWNSHIPS AND RANGES, NEW MEXICO PRINCIPAL MERIDIAN, SAN JUAN COUNTY, NEW MEXICO;

TOWNSHIP 26 NORTH, RANGE 14 WEST
SECTIONS 1 THROUGH 3 AND SECTIONS 11 THROUGH 13

TOWNSHIP 27 NORTH, RANGE 14 WEST
SECTIONS 1 THROUGH 36

TOWNSHIP 28 NORTH, RANGE 14 WEST
SECTIONS 7 THROUGH 36

TOWNSHIP 29 NORTH, RANGE 14 WEST
SECTIONS 19 THROUGH 22 AND SECTIONS 26 THROUGH 35

TOWNSHIP 27 NORTH, RANGE 15 WEST
SECTIONS 1 THROUGH 22 AND SECTION 24

TOWNSHIP 28 NORTH, RANGE 15 WEST
SECTIONS 10 THROUGH 15, SECTIONS 22 THROUGH, SECTIONS 33 THROUGH 36 AND AN UNSURVEYED PORTION OF THE TOWNSHIP AND RANGE

TOWNSHIP 29 NORTH, RANGE 15 WEST
SECTIONS 14 AND 15, SECTIONS 21 THROUGH 28 AND SECTION 32 THROUGH 36

TOWNSHIP 27 NORTH, RANGE 16 WEST
AN UNSURVEYED PORTION OF THE TOWNSHIP AND RANGE

Legal Description (MEETS AND BOUNDS PORTION)

Commencing at the North East (NE) Corner of the NIR, Monumented by a General Land Office (GLO) Brass Cap;

Thence; Along the East Boundary of the Navajo Indian Reservation (NIR), South 00°26'46" West, a distance of 1642.50 feet to the Section Corner common to Sections 12 and 13, T.28 N., R.14 W., N.M.P.M., Monumented by a Bureau of Land Management BLM Brass Cap, Said Point being The "Point of Beginning";

Thence; continuing along the East Boundary of the NIR, the following courses and Distances,

South 00°26'43" West, a distance of 3665.48 feet to NIR Mile 1, Monumented by a GLO Brass Cap;

Thence; South 00°27'17" West, a distance of 5312.05 feet to NIR Mile 2, Monumented by a GLO Brass Cap;

Thence; South 00°25'18" West, a distance of 5311.39 feet to NIR Mile 3, Monumented by a GLO Brass Cap;

Thence; South 00°26'35" West, a distance of 5307.00 feet to NIR Mile 4, Monumented by a GLO Brass Cap;

Thence; South 00°24'51" West, a distance of 1518.42 feet to the S.E. Corner of Section 36, T.28 N., R.14 W. Monumented by a BLM Brass Cap;

Thence; South 00°25'30" West, a distance of 5278.14 feet to the S.E. Corner of Section 1, T.27 N., R.14 W. Monumented by a BLM Brass Cap;

Thence; South 00°25'42" West, a distance of 3824.07 feet to NIR Mile 6, Monumented by a GLO Brass Cap;

Thence; South 00°25'27" West, a distance of 5309.77 feet to NIR Mile 7, Monumented by a GLO Brass Cap;

Thence; South 00°25'50" West, a distance of 5310.69 feet to NIR Mile 8, Monumented by a GLO Brass Cap;

Thence; South 00°24'37" West, a distance of 6669.72 feet to the S.E. Corner of Section 25, T.27 N., R.14 W. Monumented by a BLM Brass Cap;

Thence; South 00°23'37" West, a distance of 3948.26 feet to NIR Mile 10 Monumented by a Disturbed GLO Brass Cap;

Thence; South 00°24'28" West, a distance of 5308.87 feet to NIR Mile 11 Monumented by a GLO Brass Cap;

Thence; South 00°26'02" West, a distance of 6593.89 feet to the Southeast Corner of Section 12, T.26 N., R.14 W. Monumented by a GLO Brass Cap;

Thence; South 00°25'43" West, a distance of 2638.97 feet to the East one-quarter (1/4) Corner of Section 13, T.26 N., R.14 W. Monumented by a BLM Brass Cap;

Thence; South 00°26'54" West, a distance of 1911.10 feet to a 5/8" iron set with tag marked NMPS#14831;

Thence; Leaving the East Boundary of The NIR, The following courses and distances;

South 89°33'06" West, a distance of 542.26 feet to a 5/8" iron rod set;

Thence; North 00°26'54" East, a distance of 670.00 feet to a 5/8" iron rod set;

Thence; North 89°33'06" West, a distance of 170.00 feet to a 5/8" iron rod set;

Thence; North 00°26'54" East, a distance of 300.00 feet to a 5/8" iron rod set;

Thence; South 89°33'06" East, a distance of 51.72 feet to a 5/8" iron rod set;

Thence; North 00°13'17" East, a distance of 595.78 feet to a 5/8" iron rod set;

Thence; North 89°46'34" West, a distance of 2617.29 feet to a 5/8" iron rod set;

Thence; North 00°14'54" East, a distance of 5346.47 feet to a 5/8" iron rod set;

Thence; North 89°45'32" West, a distance of 829.57 feet to a 5/8" iron rod set;
Thence; North 84°45'37" West, a distance of 722.40 feet to a 5/8" iron rod set;
Thence; North 74°41'44" West, a distance of 20.03 feet to a 5/8" iron rod set;
Thence; South 76°58'57" West, a distance of 2589.00 feet to a 5/8" iron rod set;
Thence; North 79°54'24" West, a distance of 1639.97 feet to a 5/8" iron rod set;
Thence; North 19°54'15" West, a distance of 3527.36 feet to a 5/8" iron rod set;
Thence; North 48°15'24" West, a distance of 1455.15 feet to a 5/8" iron rod set;
Thence; North 29°12'07" West, a distance of 2507.52 feet to a 5/8" iron rod set;
Thence; North 24°37'55" West, a distance of 2501.50 feet to a 5/8" iron rod set;
Thence; North 64°46'20" West, a distance of 7910.47 feet to a 5/8" iron rod set;
Thence; North 81°56'41" West, a distance of 4016.33 feet to a 5/8" iron rod set;
Thence; South 44°10'03" West, a distance of 858.07 feet to a 5/8" iron rod set;
Thence; South 85°50'44" West, a distance of 658.26 feet to a 5/8" iron rod set;
Thence; North 72°43'29" West, a distance of 230.25 feet to a 5/8" iron rod set;
Thence; North 48°03'42" West, a distance of 617.52 feet to a 5/8" iron rod set;
Thence; North 42°37'21" West, a distance of 2693.03 feet to a 5/8" iron rod set;
Thence; North 02°05'06" West, a distance of 1313.61 feet to a 5/8" iron rod set;
Thence; North 66°58'48" East, a distance of 2288.63 feet to a 5/8" iron rod set;
Thence; North 24°30'36" West, a distance of 3449.23 feet to a 5/8" iron rod set;
Thence; North 25°01'06" East, a distance of 1899.55 feet to a 5/8" iron rod set;
Thence; South 89°29'04" East, a distance of 1148.36 feet to a 5/8" iron rod set;
Thence; North 01°06'59" West, a distance of 1627.33 feet to a 5/8" iron rod set;
Thence; North 18°29'22" West, a distance of 1278.84 feet to a 5/8" iron rod set;
Thence; North 25°15'11" West, a distance of 313.54 feet to a 5/8" iron rod set;
Thence; North 53°26'11" West, a distance of 581.35 feet to a 5/8" iron rod set;
Thence; South 89°59'42" West, a distance of 536.42 feet to a 5/8" iron rod set;
Thence; South 73°00'28" West, a distance of 5178.25 feet to a 5/8" iron rod set;
Thence; North 82°36'16" West, a distance of 140.13 feet to a 5/8" iron rod set;
Thence; North 61°10'31" West, a distance of 177.30 feet to a 5/8" iron rod set;

Thence; North 49°50'41" West, a distance of 1850.64 feet to a 5/8" iron rod set;
Thence; North 52°30'48" West, a distance of 568.68 feet to a 5/8" iron rod set;
Thence; North 52°24'17" West, a distance of 814.02 feet to a 5/8" iron rod set;
Thence; North 50°37'24" West, a distance of 1880.49 feet to a 5/8" iron rod set;
Thence; North 00°37'45" West, a distance of 258.82 feet to a 5/8" iron rod set;
Thence; South 73°03'40" West, a distance of 3826.50 feet to a 5/8" iron rod set;
Thence; North 59°18'36" West, a distance of 601.00 feet to a 5/8" iron rod set;
Thence; North 30°41'24" East, a distance of 50.00 feet to a 5/8" iron rod set;
Thence; North 59°18'36" West, a distance of 651.73 feet to a 5/8" iron rod set;
Thence; South 30°41'24" West, a distance of 50.00 feet to a 5/8" iron rod set;
Thence; North 59°18'36" West, a distance of 717.40 feet to a 5/8" iron rod set;
Thence; South 22°56'03" West, a distance of 434.00 feet to a 5/8" iron rod set;
Thence; South 50°54'35" West, a distance of 598.15 feet to a 5/8" iron rod set;
Thence; South 25°48'12" West, a distance of 2231.46 feet to a 5/8" iron rod set;
Thence; South 07°21'28" East, a distance of 1052.63 feet to a 5/8" iron rod set;
Thence; South 86°43'34" West, a distance of 4391.07 feet to a 5/8" iron rod set;
Thence; South 31°43'13" West, a distance of 3644.51 feet to a 5/8" iron rod set;
Thence; North 85°38'23" West, a distance of 701.32 feet to a 5/8" iron rod set;
Thence; North 59°48'04" West, a distance of 346.28 feet to a 5/8" iron rod set;
Thence; North 89°38'40" West, a distance of 1374.64 feet to a 5/8" iron rod set;
Thence; North 00°58'33" East, a distance of 490.24 feet to a 5/8" iron rod set;
Thence; North 89°24'45" West, a distance of 932.24 feet to a 5/8" iron rod set;
Thence; North 03°01'17" East, a distance of 607.71 feet to a 5/8" iron rod set;
Thence; North 87°59'41" West, a distance of 2936.57 feet to a 5/8" iron rod set;
Thence; North 69°24'54" West, a distance of 3126.76 feet to a 5/8" iron rod set;
Thence; North 24°10'39" West, a distance of 868.83 feet to a 5/8" iron rod set;
Thence; North 00°38'22" West, a distance of 660.06 feet to a 5/8" iron rod set;
Thence; North 89°13'58" West, a distance of 663.74 feet to a 5/8" iron rod set;
Thence; North 00°14'03" East, a distance of 417.65 feet to a 5/8" iron rod set;

Thence; North 82°22'19" West, a distance of 536.24 feet to a 5/8" iron rod set;
Thence; North 53°01'12" West, a distance of 14.26 feet to a 5/8" iron rod set;
Thence; North 52°21'42" West, a distance of 2459.30 feet to a 5/8" iron rod set;
Thence; North 77°32'58" West, a distance of 2536.70 feet to a 5/8" iron rod set;
Thence; North 89°03'38" West, a distance of 3177.69 feet to a 5/8" iron rod set;
Thence; South 05°12'55" West, a distance of 390.13 feet to a 5/8" iron rod set;
Thence; South 89°51'04" West, a distance of 907.74 feet to a 5/8" iron rod set;
Thence; North 00°04'16" West, a distance of 384.47 feet to a 5/8" iron rod set;
Thence; North 89°31'31" West, a distance of 1790.96 feet to a 5/8" iron rod set;
Thence; South 00°36'55" West, a distance of 138.20 feet to a 5/8" iron rod set;
Thence; North 89°49'15" West, a distance of 839.43 feet to a 5/8" iron rod set;
Thence; South 68°47'41" West, a distance of 24.42 feet to a 5/8" iron rod set;
Thence; North 61°54'32" West, a distance of 19.83 feet to a 5/8" iron rod set;
Thence; North 89°52'05" West, a distance of 920.16 feet to a 5/8" iron rod set;
Thence; North 04°14'31" East, a distance of 514.39 feet to a 5/8" iron rod set;
Thence; North 89°46'31" East, a distance of 980.05 feet to a 5/8" iron rod set;
Thence; North 34°47'35" East, a distance of 1955.65 feet to a 5/8" iron rod set;
Thence; North 88°45'45" East, a distance of 618.30 feet to a 5/8" iron rod set;
Thence; South 89°31'08" East, a distance of 1227.45 feet to a 5/8" iron rod set;
Thence; North 49°48'21" East, a distance of 527.08 feet to a 5/8" iron rod set;
Thence; North 02°38'27" East, a distance of 352.53 feet to a 5/8" iron rod set;
Thence; North 85°14'50" East, a distance of 730.64 feet to a 5/8" iron rod set;
Thence; North 88°58'58" East, a distance of 160.59 feet to a 5/8" iron rod set;
Thence; South 89°35'50" East, a distance of 3335.96 feet to a 5/8" iron rod set;
Thence; North 17°54'22" East, a distance of 1825.42 feet to a 5/8" iron rod set;
Thence; North 40°33'27" East, a distance of 940.09 feet to a 5/8" iron rod set;
Thence; South 50°01'31" East, a distance of 421.99 feet to a 5/8" iron rod set;
Thence; South 50°11'20" East, a distance of 316.37 feet to a 5/8" iron rod set;
Thence; South 87°49'40" East, a distance of 1564.86 feet to a 5/8" iron rod set;

Thence; South 89°39'53" East, a distance of 99.83 feet to a 5/8" iron rod set;
Thence; North 86°37'50" East, a distance of 482.72 feet to a 5/8" iron rod set;
Thence; North 73°44'40" East, a distance of 1336.99 feet to a 5/8" iron rod set;
Thence; North 01°41'53" East, a distance of 2124.97 feet to a 5/8" iron rod set;
Thence; South 89°49'58" East, a distance of 1084.10 feet to a 5/8" iron rod set;
Thence; North 13°48'40" East, a distance of 1473.54 feet to a 5/8" iron rod set;
Thence; North 62°15'09" West, a distance of 478.19 feet to a 5/8" iron rod set;
Thence; North 01°03'42" West, a distance of 414.78 feet to a 5/8" iron rod set;
Thence; North 49°10'00" West, a distance of 367.92 feet to a 5/8" iron rod set;
Thence; North 43°55'52" East, a distance of 2165.87 feet to a 5/8" iron rod set;
Thence; North 39°24'15" East, a distance of 429.71 feet to a 5/8" iron rod set;
Thence; North 30°19'24" East, a distance of 676.11 feet to a 5/8" iron rod set;
Thence; South 88°51'09" East, a distance of 1027.83 feet to a 5/8" iron rod set;
Thence; North 71°29'34" East, a distance of 6355.72 feet to a 5/8" iron rod set;
Thence; North 00°23'33" East, a distance of 2538.46 feet to a 5/8" iron rod set;
Thence; North 74°21'59" East, a distance of 1808.68 feet to a 5/8" iron rod set;
Thence; North 00°38'59" West, a distance of 456.18 feet to a 5/8" iron rod set;
Thence; North 02°18'31" East, a distance of 346.06 feet to a 5/8" iron rod set;
Thence; South 87°23'12" East, a distance of 1554.01 feet to a 5/8" iron rod set;
Thence; North 00°42'54" East, a distance of 4774.38 feet to a 5/8" iron rod set;
Thence; North 06°29'52" West, a distance of 809.88 feet to a 5/8" iron rod set;
Thence; North 56°15'47" East, a distance of 2332.47 feet to a 5/8" iron rod set;
Thence; North 87°33'06" East, a distance of 1461.80 feet to a 5/8" iron rod set;
Thence; North 00°19'27" East, a distance of 2817.32 feet to a 5/8" iron rod set;
Thence; North 06°09'49" West, a distance of 588.15 feet to a 5/8" iron rod set;
Thence; North 03°17'00" East, a distance of 715.56 feet to a 5/8" iron rod set;
Thence; North 01°27'41" East, a distance of 246.54 feet to a 5/8" iron rod set;
Thence; North 06°16'02" West, a distance of 73.20 feet to a 5/8" iron rod set;
Thence; North 03°54'11" West, a distance of 507.89 feet to a 5/8" iron rod set;

Thence; North 81°50'20" West, a distance of 14.91 feet to a 5/8" iron rod set;
Thence; North 49°17'07" West, a distance of 662.23 feet to a 5/8" iron rod set;
Thence; North 58°20'21" West, a distance of 558.49 feet to a 5/8" iron rod set;
Thence; North 59°55'12" West, a distance of 1422.56 feet to a 5/8" iron rod set;
Thence; South 71°28'05" West, a distance of 1614.77 feet to a 5/8" iron rod set;
Thence; South 77°49'21" West, a distance of 1955.82 feet to a 5/8" iron rod set;
Thence; South 80°27'13" West, a distance of 2062.03 feet to a 5/8" iron rod set;
Thence; North 89°43'38" West, a distance of 2631.94 feet to a 5/8" iron rod set;
Thence; North 00°14'29" East, a distance of 4554.30 feet to a 5/8" iron rod set;
Thence; North 20°20'31" East, a distance of 777.86 feet to a 5/8" iron rod set;
Thence; South 89°14'45" East, a distance of 1056.94 feet to a 5/8" iron rod set;
Thence; North 00°14'36" East, a distance of 1311.41 feet to a 5/8" iron rod set;
Thence; North 88°16'30" East, a distance of 1312.97 feet to a 5/8" iron rod set;
Thence; North 00°53'33" West, a distance of 1095.69 feet to a 5/8" iron rod set;
Thence; South 80°44'11" East, a distance of 482.58 feet to a 5/8" iron rod set;
Thence; North 00°15'58" East, a distance of 1072.69 feet to a 5/8" iron rod set;
Thence; North 33°38'44" West, a distance of 129.90 feet to a 5/8" iron rod set;
Thence; North 20°15'06" West, a distance of 124.09 feet to a 5/8" iron rod set;
Thence; North 01°12'06" West, a distance of 123.35 feet to a 5/8" iron rod set;
Thence; North 16°07'34" East, a distance of 107.32 feet to a 5/8" iron rod set;
Thence; North 36°55'40" East, a distance of 152.02 feet to a 5/8" iron rod set;
Thence; North 00°14'18" East, a distance of 3524.19 feet to a 5/8" iron rod set;
Thence; North 36°53'31" East, a distance of 179.76 feet to a 5/8" iron rod set;
Thence; South 89°28'34" East, a distance of 2533.15 feet to a 5/8" iron rod set;
Thence; North 00°20'03" East, a distance of 2352.59 feet to a 5/8" iron rod set;
Thence; North 41°42'04" East, a distance of 398.27 feet to a 5/8" iron rod set;
Thence; South 89°25'07" East, a distance of 2352.97 feet to a 5/8" iron rod set;
Thence; North 27°07'24" East, a distance of 2957.05 feet to a 5/8" iron rod set;
Thence; North 44°54'21" East, a distance of 1843.19 feet to a 5/8" iron rod set;

Thence; North 47°43'34" East, a distance of 2245.00 feet to a 5/8" iron rod set;
Thence; North 36°45'11" East, a distance of 509.27 feet to a 5/8" iron rod set;
Thence; North 57°32'51" East, a distance of 650.32 feet to a 5/8" iron rod set;
Thence; North 03°45'30" West, a distance of 1462.12 feet to a 5/8" iron rod set;
Thence; North 84°12'05" East, a distance of 2443.97 feet to a 5/8" iron rod set;
Thence; North 25°05'26" East, a distance of 84.06 feet to a 5/8" iron rod set;
Thence; North 21°38'51" East, a distance of 220.03 feet to a 5/8" iron rod set;
Thence; North 33°42'05" East, a distance of 678.68 feet to a 5/8" iron rod set;
Thence; South 55°44'26" East, a distance of 899.73 feet to a 5/8" iron rod set;
Thence; North 20°32'51" East, a distance of 315.48 feet to a 5/8" iron rod set;
Thence; South 85°48'38" East, a distance of 47.21 feet to a 5/8" iron rod set;
Thence; South 55°49'47" East, a distance of 675.61 feet to a 5/8" iron rod set;
Thence; North 34°29'58" East, a distance of 287.24 feet to a 5/8" iron rod set;
Thence; North 85°51'58" East, a distance of 193.67 feet to a 5/8" iron rod set;
Thence; North 59°41'45" East, a distance of 183.69 feet to a 5/8" iron rod set;
Thence; South 86°02'16" East, a distance of 208.27 feet to a 5/8" iron rod set;
Thence; South 75°24'04" East, a distance of 426.33 feet to a 5/8" iron rod set;
Thence; South 75°30'59" East, a distance of 224.85 feet to a 5/8" iron rod set;
Thence; South 56°42'17" East, a distance of 431.02 feet to a 5/8" iron rod set;
Thence; South 68°46'03" East, a distance of 7.05 feet to a 5/8" iron rod set;
Thence; South 68°40'44" East, a distance of 21.97 feet to a 5/8" iron rod set;
Thence; South 69°06'21" East, a distance of 501.65 feet to a 5/8" iron rod set;
Thence; South 68°15'04" East, a distance of 924.39 feet to a 5/8" iron rod set;
Thence; South 38°12'54" East, a distance of 797.46 feet to a 5/8" iron rod set;
Thence; South 56°53'20" East, a distance of 74.81 feet to a 5/8" iron rod set;
Thence; South 50°51'01" East, a distance of 499.99 feet to a 5/8" iron rod set;
Thence; South 60°07'57" East, a distance of 314.96 feet to a 5/8" iron rod set;
Thence; South 85°58'39" East, a distance of 165.47 feet to a 5/8" iron rod set;
Thence; South 03°31'17" East, a distance of 86.17 feet to a 5/8" iron rod set;

Thence; South 60°28'44" East, a distance of 461.02 feet to a 5/8" iron rod set;
Thence; South 85°11'03" East, a distance of 372.14 feet to a 5/8" iron rod set;
Thence; South 14°05'38" East, a distance of 210.47 feet to a 5/8" iron rod set;
Thence; South 60°49'05" East, a distance of 317.64 feet to a 5/8" iron rod set;
Thence; South 68°18'59" East, a distance of 167.92 feet to a 5/8" iron rod set;
Thence; South 23°17'18" East, a distance of 108.72 feet to a 5/8" iron rod set;
Thence; South 52°16'00" East, a distance of 531.34 feet to a 5/8" iron rod set;
Thence; South 39°35'24" East, a distance of 84.60 feet to a 5/8" iron rod set;
Thence; South 50°22'45" East, a distance of 201.25 feet to a 5/8" iron rod set;
Thence; South 50°32'49" East, a distance of 435.15 feet to a 5/8" iron rod set;
Thence; South 56°23'36" East, a distance of 236.49 feet to a 5/8" iron rod set;
Thence; South 19°03'56" East, a distance of 90.55 feet to a 5/8" iron rod set;
Thence; South 46°35'23" East, a distance of 307.61 feet to a 5/8" iron rod set;
Thence; South 86°11'16" East, a distance of 527.30 feet to a 5/8" iron rod set;
Thence; South 46°54'39" East, a distance of 179.14 feet to a 5/8" iron rod set;
Thence; South 51°21'54" East, a distance of 716.67 feet to a 5/8" iron rod set;
Thence; South 84°53'17" East, a distance of 123.70 feet to a 5/8" iron rod set;
Thence; South 21°57'33" East, a distance of 139.99 feet to a 5/8" iron rod set;
Thence; North 84°06'36" East, a distance of 364.85 feet to a 5/8" iron rod set;
Thence; South 00°10'52" West, a distance of 295.29 feet to a 5/8" iron rod set;
Thence; South 00°39'02" West, a distance of 158.90 feet to a 5/8" iron rod set;
Thence; South 01°26'05" East, a distance of 181.23 feet to a 5/8" iron rod set;
Thence; South 89°35'04" East, a distance of 155.37 feet to a 5/8" iron rod set;
Thence; South 89°37'48" East, a distance of 975.26 feet to a 5/8" iron rod set;
Thence; North 89°40'51" East, a distance of 111.27 feet to a 5/8" iron rod set;
Thence; North 87°21'53" East, a distance of 63.11 feet to a 5/8" iron rod set;
Thence; North 85°03'25" East, a distance of 111.54 feet to a 5/8" iron rod set;
Thence; North 81°16'45" East, a distance of 111.38 feet to a 5/8" iron rod set;
Thence; North 79°32'11" East, a distance of 64.19 feet to a 5/8" iron rod set;

Thence; North 77°22'24" East, a distance of 63.00 feet to a 5/8" iron rod set;
Thence; North 75°31'31" East, a distance of 63.12 feet to a 5/8" iron rod set;
Thence; North 74°12'56" East, a distance of 47.35 feet to a 5/8" iron rod set;
Thence; North 72°53'45" East, a distance of 47.71 feet to a 5/8" iron rod set;
Thence; North 70°58'18" East, a distance of 77.67 feet to a 5/8" iron rod set;
Thence; North 67°42'43" East, a distance of 143.65 feet to a 5/8" iron rod set;
Thence; North 65°00'45" East, a distance of 63.41 feet to a 5/8" iron rod set;
Thence; North 63°13'28" East, a distance of 47.94 feet to a 5/8" iron rod set;
Thence; North 62°12'23" East, a distance of 48.01 feet to a 5/8" iron rod set;
Thence; North 60°12'06" East, a distance of 53.42 feet to a 5/8" iron rod set;
Thence; North 58°46'10" East, a distance of 63.31 feet to a 5/8" iron rod set;
Thence; North 55°36'45" East, a distance of 1110.12 feet to a 5/8" iron rod set;
Thence; South 89°36'54" East, a distance of 1281.82 feet to a 5/8" iron rod set;
Thence; South 00°24'39" West, a distance of 1319.90 feet to a 5/8" iron rod set;
Thence; North 89°07'43" East, a distance of 5985.00 feet to a 5/8" iron rod set;
Thence; North 00°52'25" West, a distance of 1395.90 feet to a 5/8" iron rod set;
Thence; North 89°15'29" East, a distance of 7401.08 feet to a 5/8" iron rod set;
Thence; South 54°12'44" East, a distance of 2436.02 feet to a 5/8" iron rod set;
Thence; South 41°43'39" East, a distance of 922.05 feet to a 5/8" iron rod set;
Thence; South 10°20'49" East, a distance of 594.18 feet to a 5/8" iron rod set;
Thence; South 33°10'16" East, a distance of 42.72 feet to a 5/8" iron rod set;
Thence; South 01°58'24" West, a distance of 818.14 feet to a 5/8" iron rod set;
Thence; South 03°09'53" East, a distance of 109.90 feet to a 5/8" iron rod set;
Thence; South 06°38'00" East, a distance of 46.98 feet to a 5/8" iron rod set;
Thence; South 10°09'30" East, a distance of 164.92 feet to a 5/8" iron rod set;
Thence; South 17°09'28" East, a distance of 53.63 feet to a 5/8" iron rod set;
Thence; South 20°38'36" East, a distance of 157.65 feet to a 5/8" iron rod set;
Thence; South 28°28'45" East, a distance of 123.53 feet to a 5/8" iron rod set;
Thence; South 29°30'18" East, a distance of 102.28 feet to a 5/8" iron rod set;

Thence; South 33°33'11" East, a distance of 39.43 feet to a 5/8" iron rod set;
Thence; South 36°30'50" East, a distance of 62.45 feet to a 5/8" iron rod set;
Thence; South 38°32'30" East, a distance of 79.89 feet to a 5/8" iron rod set;
Thence; South 44°04'22" East, a distance of 609.26 feet to a 5/8" iron rod set;
Thence; South 41°11'47" East, a distance of 63.27 feet to a 5/8" iron rod set;
Thence; South 38°30'02" East, a distance of 89.36 feet to a 5/8" iron rod set;
Thence; South 34°30'01" East, a distance of 64.28 feet to a 5/8" iron rod set;
Thence; South 31°36'27" East, a distance of 94.86 feet to a 5/8" iron rod set;
Thence; South 25°32'56" East, a distance of 144.48 feet to a 5/8" iron rod set;
Thence; South 17°10'12" East, a distance of 203.67 feet to a 5/8" iron rod set;
Thence; South 11°28'13" East, a distance of 54.27 feet to a 5/8" iron rod set;
Thence; South 07°18'38" East, a distance of 142.83 feet to a 5/8" iron rod set;
Thence; South 00°24'59" East, a distance of 6331.16 feet to a 5/8" iron rod set;
Thence; South 89°38'39" East, a distance of 1517.66 feet to a 5/8" iron rod set;
Thence; South 00°04'35" West, a distance of 2714.90 feet (2684.47 feet Record) to a 5/8" iron rod set on the south line of Section 7, T.28 N., R.14 W., N.M.P.M.;
Thence; North 89°53'16" East a distance of 414.31 feet to South Quarter of Said Section 7 (South 89°09'34" East, 3054.64' Record);
Thence; South 88°53'17" East, a distance of 2640.07 feet to The Point of Beginning for this tract Containing 72113.50 Acres, more or less.

Notes;

The Intent of this Meets and Bounds (Northwest Portion 1) Legal Description is to follow a Portion of the East Boundary Line of NIR, fence lines, A Portion of the Southerly Right of Way (ROW) of the Amarillo Canal the ROW Fence Lines, the Southerly ROW of the A10.9L-0.1 Lateral originating at the A10.9L Pumping Plant on the Amarillo Canal, and Instructions from the BIA, NIIP Office.

This Survey is a retracement of the combination of Field Locations by the Bureau of Reclamation's (Reclamation) Four Corners Construction Office Survey Group, and the Instructions from The BIA, NIIP Office, Farmington, NM.

All Bearings and Distances are in The North American Datum (NAD) 1983, New Mexico State Plane Coordinate System - West Zone, Survey feet. Combined Scale Factors are needed to obtain true Ground Distances.

The field Survey was made using the Global Navigation Survey System (GNSS) and the Global Positioning System (GPS) for the locations of Fence Lines, GLO, and BLM Survey Monuments.

The survey was conducted using Leica GNSS GS15 Base and a GS 14 Rover Receiver using Real Time Kinematic (RTK) Surveying Methods. Monuments set were 5/8" Iron Rod with plastic cap marked IINA BA SURVEY and attached 1" Brass Washer marked NMP5 #14831 unless noted otherwise.

The Control for the Field Survey used was "DUNE" taken from the National Geodetic Survey (NGS) Survey Control, Published Stations. Intermediate, Temporary Control Points, were used as well and were checked into known NGS Control Stations.

The Field Survey was performed in June of 2017, by iina bá, inc. survey crew.

CERTIFICATION

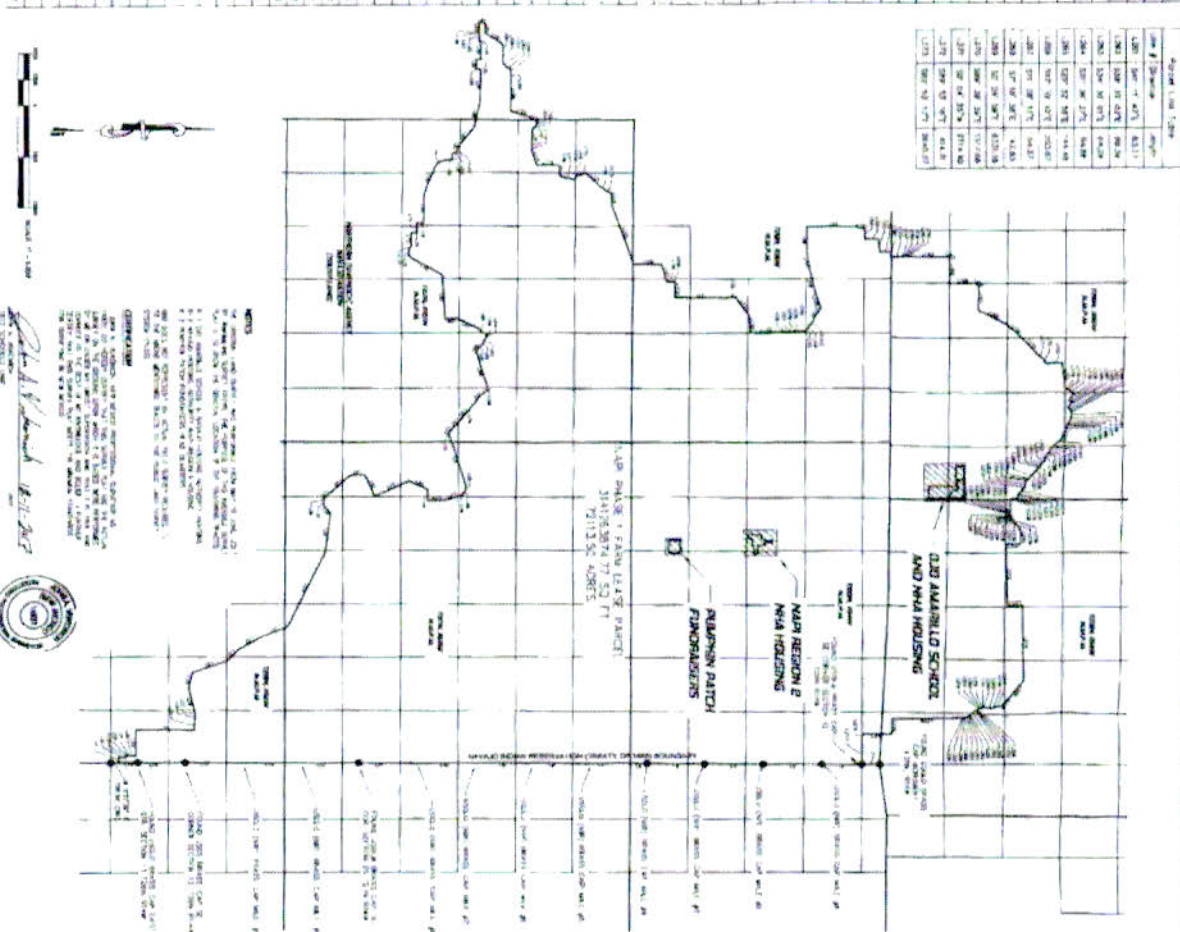
I, JOHN A. VUKONICH, NEW MEXICO PROFESSIONAL SURVEYOR NO. 14831, DO HERBY CERTIFY THAT THIS SURVEY DESCRIPTION AND ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


JOHN A. VUKONICH, P.E./P.S. N.M.P.S. #14831

7-17-2017

DATE







P.O. Drawer 1318, Farmington, NM 87499
Phone: (505) 566-2636 Fax: (505) 599-0572

August 7, 2017

Mike Halona, Manager
Navajo Land Department
The Navajo Nation
P.O. Box 2249
Window Rock, Navajo Nation (AZ) 86515

**Re: NAPI Master Agricultural Lease Letter of Intent – Navajo Indian
Irrigation Project Lands, Farmington, NM**

In this Letter of Application, NAPI respectfully requests a Master Agricultural Lease pursuant to NAPI's Plan of Operation, to assist NAPI's administration of the Navajo Indian Irrigation Project (NIIP) and other endeavors critical to NAPI's continued growth and success as an enterprise of the Navajo Nation. The lands are identified in the geographical survey attached to this Letter.

NAPI currently operates and maintains NIIP facilities under a P.L. 93-638 agreement with the U.S. Bureau of Indian Affairs (BIA). The continued ability of NAPI to manage this major source of infrastructure efficiently is necessary not only as a means of sustaining economic development on the Navajo Reservation, but also because failure to provide conditions enabling NAPI's efficient management of the NIIP will lead to greater and more severe problems in the structural integrity of the NIIP.

Under the P.L. 93-638 agreements NAPI performs Operations, Maintenance, and Replacement (OM&R) functions on the NIIP to reduce risks to public, employee safety, and natural or cultural resources. The NIIP OM&R program delivers water to approximately 75,000 acres of the NAPI agricultural land and the future Navajo-Gallup Water Supply Project (NGWSP). The NGWSP Cutter Lateral will divert 4,645 acre-feet per year from the NIIP system beginning at the NIIP Cutter Dam outlet works and will treat and convey water south to communities in the eastern portion of the Navajo Nation (3,445 acre-feet per year) and the Jicarilla Apache Nation (1,200 acre-feet per year).

The U.S. Bureau of Reclamation (USBR) is primarily responsible for construction of the irrigation facilities. After construction, the facilities are turned over to the BIA, who thereafter owns the facilities. The BIA is responsible for monitoring the condition of the assets and has completed an inventory of the NIIP system components in 2016, titled the "*Engineering Evaluation and Condition Assessment: Navajo Indian Irrigation Project Final Report Task Order A14PD00761, Contract No. A11PC0048*". The summary of remediation and replacement costs for the NIIP as of 2016 total, \$174,710,362 and \$900,640,090, respectively.

In recent years, NAPI has been forced to work around the interests of competing land users on NIIP lands. Individuals attempting to use these lands for the purposes of grazing or homesites interfere with NAPI's established plans for how best to utilize agricultural resource lands, which have traditionally been within NAPI's control. Planning is a critical component of administering a resource as vast and multi-faceted as the NIIP, and making this planning process subject to frequent changes in the status of NIIP lands is not a sustainable system of management. Therefore, it is critical that NAPI obtain a leasehold interest in the lands described in this application.

Concomitant with maximizing the efficiency of NAPI's administration of the NIIP is NAPI's ability to expand and strengthen its agribusiness infrastructure, develop other natural resources, and promote manufacturing. These endeavors will help ensure the economic viability and success of NAPI and the Navajo Nation into the future. Further, NAPI wishes to use the lands described in this Application to enhance its role as public resource more broadly. An overall boundary map depicting the Navajo Indian Irrigation Project lands is included to show the phases of Master Ag Lease submittals. A comprehensive list of NAPI's proposed uses for the lands is attached to this Letter along with the Master Ag Lease agreements and supportive documents.

We sincerely thank the Land Department for its consideration of these application materials. Please contact me if you have any questions or need any additional materials or information to carry out our requested land withdrawal. My contact information is (505) 566-2600, thank you!

Sincerely,



Wilton Charley
NAPI Chief Executive Officer

Cc: Lorenzo J. Begay, PhD, NAPI Board Chairperson
Peter Deswood, III, NAPI Board Vice-Chairperson
Veronica Tso, NAPI Board Secretary
Lawrence R. Platero, NAPI Board Member



P.O. Drawer 1318, Farmington, NM 87499
Phone: (505) 566-2636 Fax (505) 599-0572

Executive Summary

Established in 1970, Navajo Agricultural Products Industry (NAPI) is the Navajo Nation's farming and agribusiness enterprise. It is responsible for farming 75,000 acres of lands within the Navajo Indian Irrigation Project (NIIP). NAPI has become one of largest contiguous farms in the United States. NAPI crops and livestock are marketed throughout the United States, Mexico and other international markets. The Major crops grown at NAPI are Alfalfa, #2 Corn, Small Grains, Potatoes, Beans, and Organic crops. NAPI is a growing and thriving enterprise with national and international contracts for its agricultural products, sold under the brand name "Navajo Pride." NAPI's success is crucial to the sovereign and economic interests of the Navajo Nation. NAPI is located south of Farmington, expanding 30 miles east to west and 20 miles north to south. NAPI has three major operations: the 371 Industrial Park, Region 1 Complex, and Region 2 Complex. The 371 Industrial Park consists of the Main Headquarters, Bean Storage/Processing Facility, Fresh Pack table stock storage/Processing Facility, Agricultural Testing and Research Laboratory, NAPI Farm Scales, BIA Roads Construction, Navajo Mesa Storage Facility, and the Navajo Housing Authority 371 Housing Project. NAPI's employment varies between 200-500 people during a crop season 95% are Navajo people.

Background

Article VI of the 1868 Navajo Nation Treaty with the United States promotes the enhancement of Navajo self-sufficiency through agriculture. The Navajo Indian Irrigation Project (NIIP) is the result of a negotiated agreement between the Navajo Nation, the State of New Mexico, and the Federal Government under which the Navajo Nation allows trans-basin water diversion necessary for the companion San Juan-Chama project. NIIP is also viewed as a partial satisfaction of the Treaty of 1868.

The Navajo Indian Irrigation Project (NIIP), an element of the Upper Colorado River Storage Project, was authorized on June 13, 1962 (Public Law 87-483, as amended by Public Law 91-416 on September 25, 1970). The Bureau of Indian Affairs has overall responsibility, including funding requirements to complete the project. Currently, NAPI, through its Operation & Maintenance Division, manages the operation and maintenance of NIIP pursuant to Public Law 93-638 (Indian Self-Determination and Education Assistance Act) under contract with the BIA. The Bureau of Reclamation is a construction contractor to the BIA and is responsible for the planning, design, and construction of NIIP as shown in Figure 1. The 30-mile square area containing the irrigable lands is on an elevated plain south of the San Juan River between Highway 550 on the east and Chaco River on the West.



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As shown in Figure 2, 'the NIIP involves development of lands both on and off the Navajo Indian Reservation.' There is project land that lies within the Navajo Nation lands, and these lands constitute the westernmost portion of the project area. To the east are lands off the Navajo Nation which the Navajo Tribe purchased prior to development. The purchase of nonreservation lands to placed into trust with the Federal Government was made possible under P.L. 87-483 and 91-416.

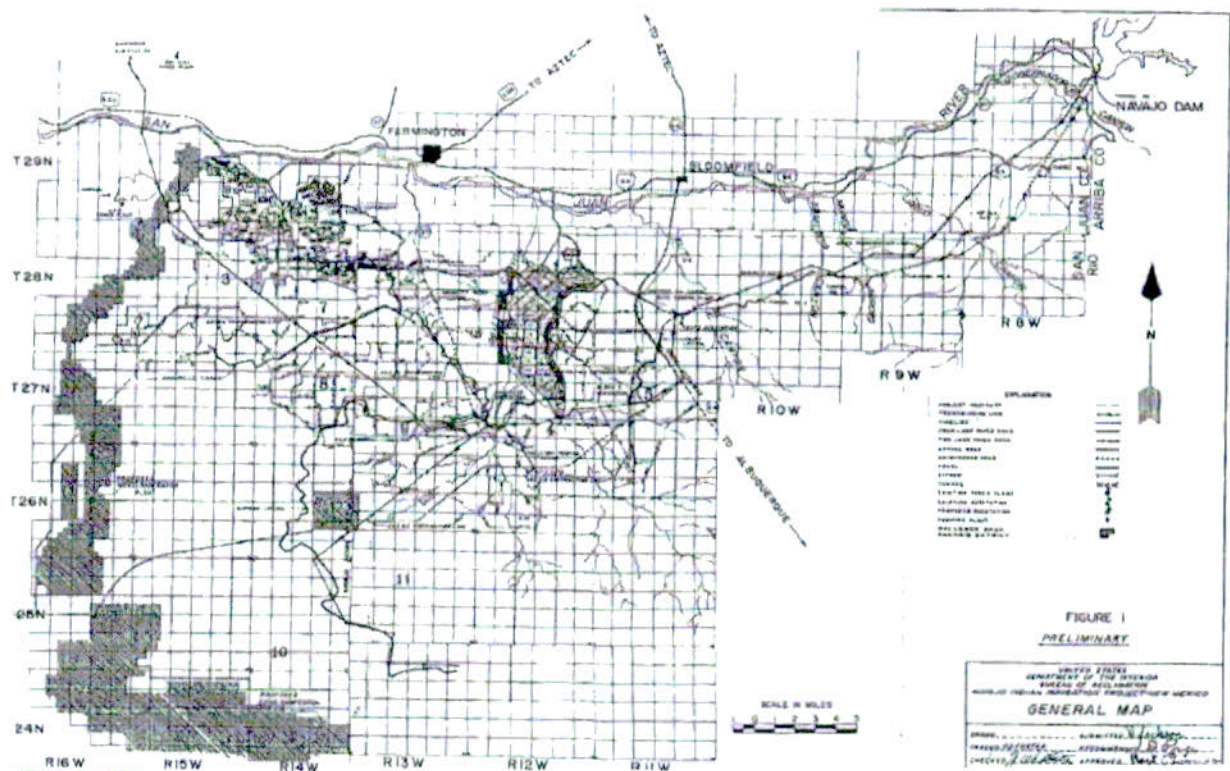


Figure 1: General Map Prepared by US Department of Interior USBR

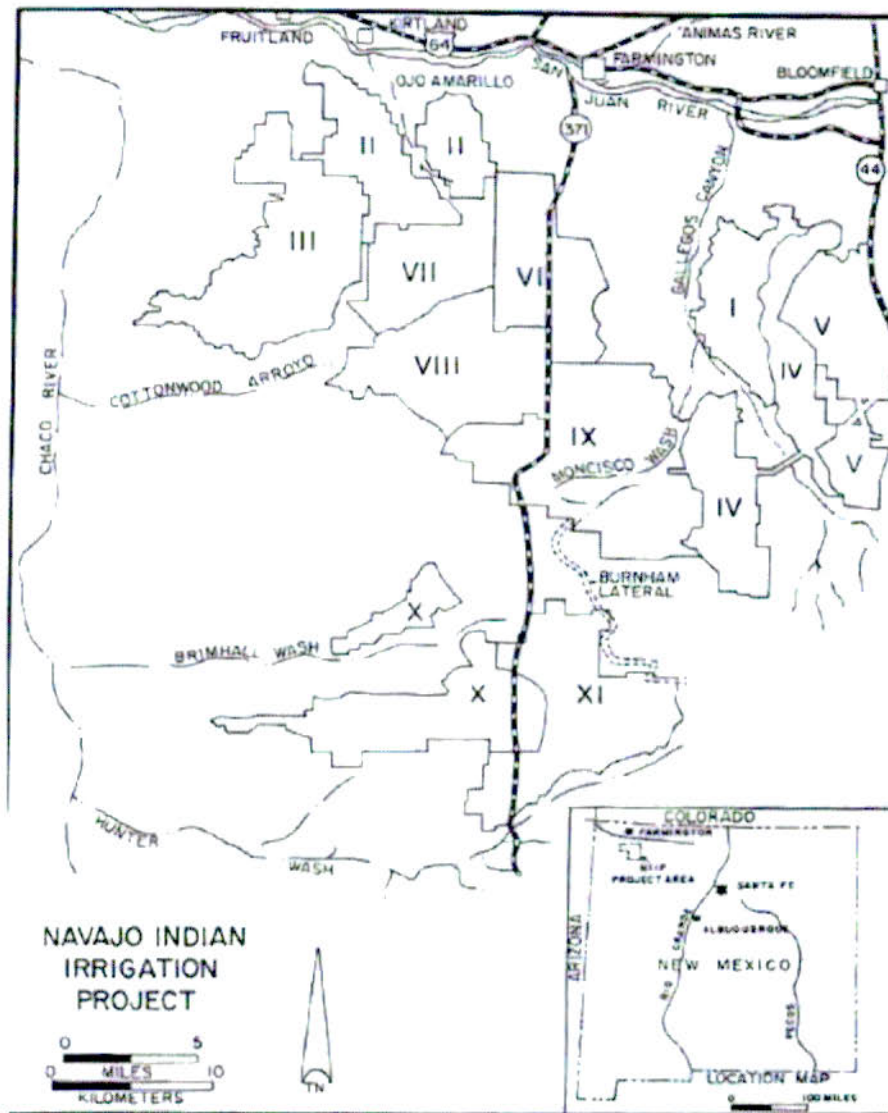


Figure 1.1: Location of the Navajo Indian Irrigation Project, San Juan County, New Mexico.

Figure 2: NIIP Blocks 1 – 11 General Map



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In April 1970, the Navajo Nation Council advanced towards self-sustaining economic goals through the passage of Resolution No. CMY-40-67 establishing NAPI as a tribal enterprise.

NAPI's objectives are:

- To use the Navajo Nation's agricultural commodities and related resources for profitable commercial enterprises.
- To provide jobs and training for the Navajo people in agriculture, including opportunities in management.
- To expand markets for NAPI products within and outside the Navajo boundaries.

The Navajo Nation is the beneficial owner of the agricultural resources, land, and water, on the NIIP. NAPI is the administrator or manager of these resources and the management board is obligated to exercise its powers in the best interest of the Navajo Nation as authorized by the Advisory Committee of the Navajo Nation Council in Resolution No. ACD-517-73. As an enterprise of the Navajo Nation, NAPI is bound by the law and practice related to tribal enterprises. However, if such practices are inapplicable NAPI then operates as a business corporation.



**NAVAJO
PRIDE**

BDAU-18-17

**RESOLUTION OF THE
NAVAJO AGRICULTURAL PRODUCTS INDUSTRY
BOARD OF DIRECTORS**

Approving a Master Agricultural Lease Form Between the Navajo Nation and the Navajo Agricultural Products Industry, Authorizing the Chief Executive Officer and Management to Present Such Master Agricultural Lease Form to Appropriate Officials of the Navajo Nation and to Negotiate any Modifications Thereto as May be Necessary and Proper, and Authorizing the Chief Executive Officer to Seek the Expeditious Approval of Such Master Agricultural Lease by the Resources and Development Committee of the Navajo Nation Council

WHEREAS:

1. The Navajo Agricultural Products Industry ("NAPI") is a wholly owned enterprise of the Navajo Nation charged with operating and managing a commercial farm on land held in trust by the United States for the Navajo Nation under legislation authorizing the Navajo Indian Irrigation Project ("NIIP"); and

2. Article 7(L) of NAPI's Plan of Operation, adopted by the Navajo Nation Council, Resolution No. CJA-05-10 (Jan. 28, 2010) grants NAPI with the authority "[t]o utilize, improve, manage, or operate Navajo Nation lands withdrawn for NIIP pursuant to a master agricultural lease agreement"; and

3. Pursuant to the Navajo Nation Trust Land Leasing Act of 2000, 25 U.S.C. § 415(e), Pub. L. No. 106-568, the Navajo Nation approved and enacting the Navajo Nation General Leasing Regulations of 2013, codified at 16 N.N.C. § 2301 et seq.; and

4. The Navajo Nation General Leasing Regulations apply to all Leases and Permits for use or possession of Navajo Nation Trust Lands authorized under 25 U.S.C. §§ 415(a), 415(e) and 635(a), including agricultural leases; and

5. NAPI does not currently have a lease with the Navajo Nation and therefore, must have a Master Agricultural Lease Agreement to authorize and govern any and all use of Navajo Nation trust and fee lands by NAPI to engage in agribusiness development and commercial farming in accordance with NAPI's Plan of Operation; and

6. At the direction of NAPI Management, NAPI legal counsel has drafted a Master Agricultural Lease Form, attached hereto as Exhibit "A," that conforms to the requirements of Navajo Nation and federal law; and

7. This Board has reviewed the Master Agricultural Lease Form and heard the recommendations of NAPI Management and has determined that it is in the best interest of NAPI to approve the Master Agricultural Lease Form, attached hereto as Exhibit "A" and authorize the Chief Executive Officer to present the Master Agricultural Lease Form to appropriate officials of the Navajo Nation, to negotiate the terms of a final proposed Master Agricultural Lease, and to seek the expeditious approval of the Master Agricultural Lease by the Resources and Development Committee of the Navajo Nation Council.

NOW THEREFORE BE IT RESOLVED THAT:

1. The NAPI Board of Directors hereby approves the Master Agricultural Lease Form, attached hereto as Exhibit "A", and authorizes the Chief Executive Officer and NAPI Management to present the Master Agricultural Lease Form to appropriate officials of the Navajo Nation, to negotiate the terms of a final proposed Master Agricultural Lease, as may be necessary and proper, and to seek the expeditious approval of the Master Agricultural Lease by the Resources and Development Committee.

2. If negotiations result in substantial changes to the Master Agricultural Lease Form, the Chief Executive Officer shall present the proposed changes to the Master Agricultural Lease Form to this Board for further review.

3. The NAPI Board of Directors requests the full support and cooperation of the Office of the Navajo Nation President and Vice President, Office of the Speaker of the Navajo Nation Council, Resources and Development Committee of the Navajo Nation Council to approve the Master Agricultural Lease, attached hereto as Exhibit "A".

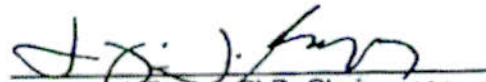
4. The NAPI Board of Directors requests that the Office of the Navajo Nation President and Vice President direct the Navajo Nation Land Department and other Departments responsible for reviewing the general leasing process to work directly with NAPI Management to expedite the review and approval of the Master Agricultural Lease, attached hereto as Exhibit "A".

5. The NAPI Board of Directors authorizes and directs the Chief Executive Officer and NAPI Management to take any and all actions necessary to carry out the purpose and intent of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was considered by the Navajo Agricultural Products Industry Board of Directors at a special meeting at which a quorum was present at NAPI Headquarters near Farmington, New Mexico, and that the same was passed by vote of 3 in favor, 0 opposed, and 0 abstained, this 11th day of August, 2017.

Motion: Peter Deswood, III
Second: Veronica D. Tso


Lorenzo J. Begay, PhD, Chairperson
NAPI Board of Directors



NAVAJO AGRICULTURAL PRODUCTS INDUSTRY

P.O. Drawer 1318
Farmington, NM 87499
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PROPOSED LAND USE

This document contains NAPI's proposal for the planned use of the land pursuant to Section 7 of the Land Withdrawal Designation Regulations. As outlined in NAPI's Letter Application, the proposed land lease is necessary to enable NAPI to exercise its duly delegated responsibility to administer the Navajo Indian Irrigation Project (NIIP) with minimal interference from other land users. NAPI also proposes to use the subject lands to expand and strengthen its agribusiness infrastructure, develop other natural resources, promote manufacturing, and enhance NAPI's role as a public resource more broadly. NAPI's proposed used for the land are broken down into the following eight (8) categories:

1. Irrigation
2. Other Agribusiness Infrastructure
3. Environmental Compliance
4. Utility, Municipality, Transmission, Transportation services:
5. Manufacturing & Specialized uses
6. Civic and Public Services and Recreational Activities
7. Residential uses for Seasonal Farmer workforce
8. Other Commercial Uses

he following expounds upon each of these categories in turn.

1. Irrigation

NAPI's proposed uses for the land relating to irrigation include:

- a. Irrigation of farm fields for both conventional and organic farming
- b. Irrigation to enhance or enable operation of water delivery conveyance canals
- c. Irrigation to enhance or enable operation of water delivery distribution laterals
- d. Irrigation to enhance or enable operation of electrical and natural gas pumping plants
- e. Irrigation to enhance or enable operation of farmland subsurface drainage systems
- f. Irrigation to enhance or enable operation of farmland surface drainage systems
- g. Irrigation to enhance or enable operation of fiber-optic and telecommunication lines & facilities
- h. Irrigation to enhance or enable operation of Electrical and Natural Gas power systems

2. Other Agribusiness Infrastructure

NAPI's other proposed land use as it relates to the expansion and development of its agribusiness infrastructure include:

- a. Storage yards for agricultural equipment
- b. Agriculture business offices
- c. Industrial Food processing and manufacturing
- d. Storage facilities for agricultural commodities
- e. Feed and seed processing and packaging
- f. Agricultural scaling operations
- g. Agricultural research and testing laboratory

- h. Agricultural University science extension center
- i. Aquaculture
- j. Egg Farms
- k. Poultry feeding operations
- l. Hog Farms
- m. Beef Feedlot
- n. Sheep Feedlot
- o. Meat processing and packaging plant
- p. Dairy farm
- q. Dairy product manufacturing
- r. Greenhouse location
- s. Vegetable processing and packaging plant
- t. Potato chip and/or fry plant
- u. Beverage plant
- v. Irrigation Water delivery conveyance canals
- w. Irrigation Water delivery distribution laterals
- x. Irrigation Water electrical and natural gas pumping plants
- y. Irrigation farmland subsurface drainage systems
- z. Irrigation farmland surface drainage systems
- aa. Irrigation fiber-optic and telecommunication lines & facilities
- bb. Irrigation Electrical and Natural Gas power systems
- cc. Agricultural chemical fertilizer plant
- dd. Grazing and Pasture land
- ee. Livestock ponds and groundwater wells
- ff. Fish Hatchery
- gg. Farmland Compost production trenches

3. Environmental Conservation and Compliance:

NAPI also seeks to use the subject lands to establish mechanisms to ensure compliance with applicable environmental regulations and to enhance its environmental conservation efforts. These proposed uses include:

- a. Return water recovery and treatment facilities, distribution, and delivery
- b. Administration of Wildlife Conservation Projects such as watering ponds
- c. Conservation land use, including range improvement and soil conservation areas
- d. Surface and subsurface water courses
- e. Water monitoring well testing sites
- f. Small game hunting

4. Utility, Municipality, Transmission, Transportation services:

In addition to infrastructure relating to NAPI's agribusiness activities, NAPI proposes to use the subject lands to facilitate other forms of infrastructure to benefit the public. These proposed uses include:

- a. Electrical Transmission services - PNM
- b. Electrical Distributions services - Western Area Power Administration, PNM, NTUA, City of Farmington
- c. Electrical Substations and Service Taps - Western Area Power Administration and PNM
- d. Natural Gas Transmission services - Questar, El Paso, and others
- e. State, county, and tribal highway systems
- f. Water resources storage and distribution
- g. Sewer, Lagoons, and waste management facilities
- h. Storm drain facilities

- i. Fiber-optic communication
- j. Telecommunications

5. Manufacturing & Specialized uses:

NAPI's also proposes certain uses for the subject lands to enhance manufacturing and resource development outside the realm of agriculture. These uses include:

- a. Hydroelectric power pursuant to Public Law 87-483.
- b. Electrical and thermal energy generation through a solar plan.
- c. Oil & Gas Wells and distribution services
- d. Oil & Gas extraction
- e. Gasification and liquefaction
- f. Ethanol Energy development
- g. Biomass energy development
- h. Industrial Manufacturing of arms and technology
- i. Logistical Warehouse and Operations
- j. Soil material borrow pits

6. Civic and public services and recreational activities:

NAPI is committed to providing services and resources to benefit the community at large. NAPI proposes to use the subject lands to meet this mission in the following ways:

- a. Location for schools, police department, fire department, court house, and other public facilities
- b. Location for social program offices such as youth and senior citizen centers
- c. Location for vocational training centers
- d. Location for Government offices
- e. Location for health care facility
- f. Location for churches
- g. Location for cemetery/burial grounds
- h. Parks and recreation services

7. Residential uses:

NAPI's proposed season farm workers residential uses for the subject lands include:

- a. High density residential buildings
- b. Medium density residential buildings and complexes, such as condominiums, trailer park courts, agricultural housing

9. Other Commercial uses:

Other proposed commercial uses for the subject lands include:

- c. Retail
- d. Fuel stations
- e. Wholesale
- f. Business offices for tribal enterprises and other business entities.

Exhibit D of Legislation 0152-19 contains over 2,000 pages.

Requests for copies can be emailed to legislation@navajo-nsn.gov or call Office of Legislative Services at 928-871-7254.

Thank you,

OLS Tracking Section

Document No. 010457Date Issued: 06/12/2018**EXECUTIVE OFFICIAL REVIEW**Title of Document: NAPI, Master Agriculture Lease 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"/>
<input type="checkbox"/>	Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Navajo Housing Authority Request for Release of Funds				
	1. NNEPA:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lease Purchase Agreements				
	1. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)				
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Grant Applications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Relinquishment of Navajo Membership				
	1. Land Department:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Elections:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Land Withdrawal or Relinquishment for Commercial Purposes**

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

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

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

☐ **Rights of Way**

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

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

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

☐ **Assignment of Mineral Lease**

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

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

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

☒ **OTHER: NAPI Master Lease**

1. NLD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. F&W	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. HPD	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Minerals	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
5. NNEPA	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
6. DNR	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
7. DOJ	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
8. DOJ	_____	Date: <u>12/6/18</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. DOJ	_____	Date: <u>12/13/18</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

(10) - 9. DOJ V. B. Simpson



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ

12/12/18 @ 4:30

DATE / TIME

☐ 7 Day Deadline

DOC #: 010457 #2

SAS #: _____

UNIT: NM

☒ RESUBMITTAL
(Oct 2018)

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

CLIENT TO COMPLETE

DATE OF REQUEST: 12/12/2018 DIVISION: Natural Resources
CONTACT NAME: Michelle Hoskie or Stevie Hudson DEPARTMENT: General Land Development Dept.
PHONE NUMBER: X 6447 or x 6423 E-MAIL: mhoskie@frontier.com

TITLE OF DOCUMENT: NAPI MASTER AGRICULTURE LEASE PHASE I.

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 12/12/18 3:53 REVIEWING ATTORNEY/ADVOCATE: Irvin Chee 12/21/18
DATE TIME OUT OF UNIT: 12-14-18 9:45 am

DOJ ATTORNEY / ADVOCATE COMMENTS

See memo. Sufficient

REVIEWED BY: (Print) [Signature] Date / Time: 12/13/18 SURNAME BY: (Print) Blackhat Date / Time: 12/13/18 4:50pm

DOJ Secretary Called: Steven C. for Document Pick Up on 12-14-18 at 9:15 By: B

PICKED UP BY: (Print) _____ DATE / TIME: _____

NNDJ/DRRF-July 2013

COMPLETED



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

ETHEL B. BRANCH
ATTORNEY GENERAL

CHERIE ESPINOSA
ACTING DEPUTY ATTORNEY GENERAL


MEMORANDUM

TO: 164 Reviewers

THROUGH:


Veronica Blackhat, Asst. Attorney General
Natural Resources Unit, Dept. of Justice

FROM:


Irvin Chee, Tribal Court Advocate
Natural Resources Unit, Dept. of Justice

DATE: December 13, 2018


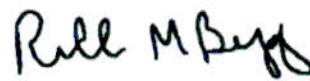


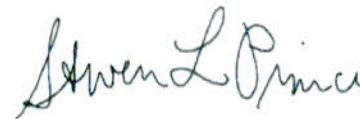

SUBJECT: **Document No. 010457: NAPI Master Agricultural Lease**

The Department of Justice (DOJ) issued a memorandum to NAPI on November 26, 2018 advising reference to the Pumpkin Patch Lease be removed from the proposed Master Agricultural Lease. After re-reviewing the packet, the language proposed under Section C(4) of the Master Lease is in accordance with the Pumpkin Patch lease that was approved by the Resources and Development Committee on March 7, 2017. As such, we are rescinding our November 26, 2018 memorandum and have determined the documents to be legally sufficient.

If you should have any questions, please call me at 928 871-6347. Thank you.

xc: W. Mike Halona, Department Manager, Navajo Land Department

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. I am respectfully requesting DOJ to respond to Mr. Halona's comment about Pumpkin Patch. Please note that this is this will be the Nation's first issuance of an Agricultural Lease. This is an important first step. Thank you.	1. No Reply	25-Oct-2018	
Richard Begay NNHP (Navajo Land Historic Title Data System - Windowrock AZ)	Navajo Nation Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	15-Aug-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 US EPA environmental laws.	1. No Reply	15-Aug-2018	
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	15-Aug-2018	
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	15-Aug-2018	
W. Mike Halona (NLTDs - Everytt)	DCD Division Director	Navajo Nation	Approved	1. Lease should crave out the Pumpkin Patch lease because that was handle directly with Pumpkin Patch. All ROW, other lease areas,	1. No Reply	23-Oct-2018	

Robert Allan Deputy DNR Administration Approved no comments No Reply 16-Jul-2018
DNR Director
(Navajo Land DNR
Title Data
System -
Windowrock
AZ)

Robert O. Allan

Tamara Billie HPD Historic Preservation Department Approved 1. HPD-17-800 1. No Reply 19-Jun-2018
NNHP Reviewer
(Navajo Land
Title Data
System -
Windowrock
AZ)

Tamara Billie

Yolanda Public Navajo Nation Approved 1. Please see attached memorandum approving the project. 1. No Reply 19-Jun-2018
Barney EPA Water Environmental Protection Agency
(Navajo Land System Supervision Program
Title Data
System -
Windowrock
AZ)

Yolanda



THE NAVAJO NATION
ENVIRONMENTAL PROTECTION AGENCY

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



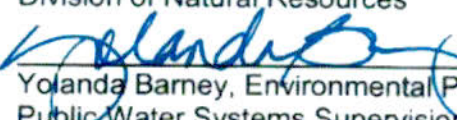
Russell Begaye
President

Jonathan Nez
Vice President

June 19, 2018

MEMORANDUM

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

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

SUBJECT: DOCUMENT No. 010457

The Navajo Nation Environmental Protection Agency's Public Water Systems Supervision Program ("PWSSP") reviewed Document No. 010457, Navajo Agricultural Products Industry Master Agriculture Lease. This project seeks approval for a Master Agricultural Lease, to assist in the NAPI's administration of the Navajo Indian Irrigation Project, and other endeavors critical to NAPI's continue growth and success as an enterprise of the Navajo Nation. Several areas will continue to be developed and will require water and wastewater infrastructure. These infrastructures will need to be permitted. PWSSP recommends approval of this project.

All proposed drinking water projects will need to be permitted by the PWSSP-NNEPA. All proposed drinking water projects (extensions, upgrades, new wells, new public water systems, etc.) must also comply with the design review and construction permit requirements of the PWSSP pursuant to §§ 1501 and 1601 of the Navajo Nation Primary Drinking Water Regulations. Compliance with §109 of the NNPDR is also required.

All proposed wastewater projects will need to be permitted by the Domestic Wastewater Program-NNEPA. Extensions, upgrades, new sewer infrastructure, septic tanks, and other wastewater infrastructure must comply with the design review and construction permit requirements pursuant to §201 of the Domestic Wastewater Program. Compliance with §105 of the Domestic Wastewater Regulations is required.

The regulations can be viewed at www.navajopublicwater.org for drinking water and www.navajonationepa.org for wastewater (please view Departments, then Surface and Ground Water Protection Department, and finally Domestic Wastewater Program).

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

xc: Ronnie Ben, Environmental Department Manager, Surface/Ground Water Protection Dept., NNEPA
PWSID#NN3503054
DWWPIDNN#35190024 / 35190026 / 35190027

land
withdraws,
service line
agreements
and
permitted
areas should
not be
included in
the lease.



THE NAVAJO NATION


RUSSELL BEGAYE - PRESIDENT
JONATHAN NEZ - VICE PRESIDENT

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

August 9, 2018

MEMORANDUM

TO: Navajo Land Title Data System

FROM: 
Eugenia Quintana, Environmental Department Manager
Air & Toxics Department

SUBJECT: Document No. 010457, NAPI Master Agriculture Lease

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

1. The EIS is very outdated and NAPI should consider updating the document for future use in the event that an updated EIS document may be needed.
2. Attention is directed to the following section in the proposed lease:

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

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

It is recommended that the NAPI, its employees and sublessees understand the importance of compliance with applicable Navajo Nation and federal environmental rules and regulations.

The Navajo Mesa Farms was fined by USEPA for failing to post information on pesticides and ensuring properly fitting protective gear for workers. Navajo Mesa Farms agreed to pay about \$6,000 to settle four violations from 2013 and 2016.

Worker protection standards under the FIFRA are applicable to all workers at NAPI, notwithstanding the citizenship status of seasonal workers. If additional worker protection information is needed, the Navajo Nation Pesticide Program is available to provide WPS information.

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

RESOURCES AND DEVELOPMENT COMMITTEE
24th Navajo Nation Council
FIRST YEAR

Regular Meeting

ROLL CALL
VOTE TALLY SHEET:

Legislation # 0152-19: An Action Relating to Resources and Development Committee; Approving Master Agricultural Lease Between the Navajo Nation and the Navajo Agricultural Products Industry (NAPI). *Sponsor: Rickie Nez*

September 18, 2019 – Regular Meeting
Meeting Location: Aneth Chapter, Aneth, Utah

MAIN MOTION: (Established on 6/24/19 with Vice Chairman Thomas Walker presiding.)

MAIN MOTION FOR FINAL APPROVAL OF THE LEGISLATION: September 18, 2019 @ Aneth Chapter, Aneth, Utah. (Presiding Pro Tem: Kee Allen Begay, Jr.)

M: Mark A. Freeland

S: Herman M. Daniels

Vote: 4-0-1 (Pro Temp CNV)

Yeas: Rickie Nez, Herman M. Daniels, Mark A. Freeland and Wilson C. Stewart, Jr.,

Nays: NONE

Excused: Thomas Walker, Jr.

MOTION TO TABLE: June 24, 2019 @ Tohaajiilee Chapter with a directive to schedule work session with NAPI Officials in Farmington, NM.

M: Herman M. Daniels S: Mark A. Freeland Vote: 3-2-1 (CNV)

Yeas: Herman M. Daniels, Mark A. Freeland and Wilson C. Stewart, Jr.

Nays: Kee Allen Begay, Jr., and Rickie Nez

MOTION TO RECALL: September 18, 2019 @ Aneth Chapter, Aneth, Utah

M: Herman M. Daniels S: Wilson C. Stewart, Jr. Vote: 4-0-1 (Pro Temp CNV)

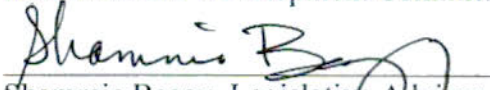
Yeas: Rickie Nez, Herman M. Daniels, Mark A. Freeland and Wilson C. Stewart, Jr.,

Nays: NONE

Excused: Thomas Walker, Jr.



Honorable Kee Allen Begay, Jr., Presiding Pro Tem Chairman
Resources and Development Committee



Shammie Begay, Legislative Advisor
Office of Legislative Services