

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

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A SERIES OF LAND LEASES BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE (IHS) FOR LEASE NO. 102-17-1000 CHINLE IHS MEDICAL CENTER (113.65 ACRES MORE OR LESS); LEASE NO. 102-17-1002 CHINLE VALLEY IHS HOUSING TRACT-HOPI DRIVE (2.54 ACRES MORE OR LESS); LEASE NO. 102-17-1001 CHINLE IHS HOUSING UNIT NO. 68 (.29 ACRES MORE OR LESS); LEASE NO. 102-17-1003 CHINLE IHS HOUSING TRACT-ROUTE 102 AND FIRST STREET (1.37 ACRES MORE OR LESS)

BE IT ENACTED:

Section One. Authority

A. 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 United States Department of Health and Human Services, Indian Health Service (DHS-IHS) operates and maintains health facilities in Chinle, Navajo Nation for the benefit of members of Navajo Nation.

B. The DHS-IHS seeks approval of four land leases related to its facility operations in Chinle Chapter. Specifically:

- 1) IHS Lease No. 102-17-1000. See Exhibit "A".
- 2) IHS Lease No. 102-17-1002. See Exhibit "B".
- 3) IHS Lease No. 102-17-1001. See Exhibit "C".
- 4) IHS Lease No. 102-17-1003. See Exhibit "D".

C. The proposed Leases, as found at Exhibits "A thru D" have been reviewed and found to be legally sufficient. See Exhibit "E".

D. The Resources and Development Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo

Nation to approve the four Leases as submitted and as found at Exhibits "A thru D".

Section Three. Approvals

A. The Resources and Development Committee hereby approves the Leases between the Navajo Nation and the United States Department of Health and Human Services, Indian Health Service as found at Exhibits "A thru D".

B. The President of the Navajo Nation is hereby authorized to execute these leases and any other documents necessary to accomplish the intent of this legislation.

CERTIFICATION

I, hereby certify that the following resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Naataani Conference Room, Navajo Department of Transportation, Tse Bonito, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained on this 18th day of August, 2017.



Benjamin Bennett, Vice-Chairperson
Resources and Development Committee
of the 23rd Navajo Nation Council

Motion: Honorable Davis Filfred
Second: Honorable Jonathan Perry

UNITED STATES OF AMERICA
DEPARTMENT HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE
NAVAJO AREA OFFICE
CHINLE LAND LEASE 113.65 acres



Date: _____

IHS Lease No. 102-17-1000

THIS LEASE, made and entered into this date by and between the **Navajo Nation**, a federally recognized Indian Tribe whose address is P.O. Box 9000, Window Rock, AZ 86515, and whose interest in the property hereinafter described is that of owner, hereinafter called the **Lessor**, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof; and

The UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service, hereinafter known as (**IHS**), hereinafter called the **Lessee**, Resolution No. CJ-24-55 dated, June 29, 1955, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

WITNESSETH THEREFORE: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. DEFINITIONS.

- (A) *"Approved Encumbrance"* means an encumbrance approved in writing by Lessor and the Secretary in accordance with the terms and conditions of this Lease.
- (B) *"Encumbrancer"* means the owner and holder of an Approved Encumbrance, including all successors and assigns.
- (C) *"Hazardous Substance"* means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001(8) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6991(8).
- (D) *"Secretary"* means the Secretary of the United States Department of the Interior or his duly authorized representative or successor.
- (E) *"Storage Tank"* means an "underground storage tank" as defined under the provisions of section 6991(1) of the Resource Conservation and Recovery Act, 42 U.S.C. 6901

et seq., including all amendments and successors thereto, notwithstanding what percent of volume is located beneath the surface of the ground.

2. LEASED PREMISES

Whereas, The Lessor hereby leases to the Lessee a parcel of land approximately 113.65 acres as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, utility infrastructure and roads belonging or appertaining thereto, and more particularly described below

This parcel as described in attached Exhibit 1 and lies within the South Half of Section 24, and the North Half of Section 25, Township 32 North, Range 25 East, Gila and Salt River Meridian. The parcel is currently encumbered by a hospital and several residential dwelling units. IHS will build, own and maintain a new 19 unit apartment building at IHS Chinle Hospital Highway 191-Hospital Drive Chinle, AZ 86503

NLD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

3. LEASE TERM

TO HAVE AND TO HOLD the said premises for the term beginning on the date of execution of this lease and extending for a period not to exceed 20 years. This lease provides for no renewal options. However it is anticipated that a new succeeding lease will be negotiated prior to expiration date.

4. TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

In the event the Lessor, during the term of this lease period, shall enter into a contract with the Lessee to operate the health program on these premises under the provision of PL 93-638, or compact, the lease shall terminate immediately.

5. RENTAL CONSIDERATION

The Lessee shall pay the Lessor no annual rent. Consideration for the parcel of land leased shall be in lieu of the benefits of IHS operating a hospital, providing residential housing units and providing for and maintaining a newly built a 19 unit apartment building to house additional IHS staff.

6. LEASE PURPOSE

The Lessor and the Lessee agree that the leased premises will be used for the hospital, and residential housing units for IHS staff providing clinical services to Navajo people, and said premises will not be used, nor will any part be permitted to be used for unlawful or illegal conduct or purpose.

7. UTILITY SERVICE LINE AGREEMENTS.

- (A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:
 - (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
 - (2) such agreements authorize utility service lines only within the Leased Premises;
 - (3) such agreements do not extend beyond the term of this Lease;
 - (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor and with the Secretary within thirty (30) days of their execution; and
 - (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.
- (B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises.

8. CONSTRUCTION OR PLACEMENT OF IMPROVEMENTS

Additional improvements may be built or placed on said land by the Lessee when it is determined to be beneficial to the program, and when such construction or placement has been negotiated and agreed to by the parties hereto in writing and memorialized by a lease amendment for any changes of terms herein. All improvements made on the leased premises shall be constructed in accordance with IHS Architect/Engineer Design Guide.

9. IMPROVEMENTS AND PERSONAL PROPERTY

- (A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease.
- (B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.
- (C) As used in this section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.
- (D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

All questions pertaining to this lease shall be referred to:
Gary Wilson Realty Specialist
HHS/IHS/Division of Engineering Services – Seattle
701 5th Avenue, Suite 1650 MS-24
Seattle, WA 98104-7037
(206) 615-2792
Gary.Wilson2@ihs.gov.

10. PROPERTY DAMAGE.

In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (60) days of the said event of damage.

Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease. If the building is only partially destroyed or damaged and poses no health and/or safety concern, the services will resume in a reduced capacity and the lease will continue under the same terms and conditions stated herein. The Government shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, if the Government submits to the Lessor a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage.

11. HOLDING OVER.

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

12. EMINENT DOMAIN

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of Eminent Domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises, or part thereof taken, shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased land and any taking of or injury to the buildings or improvements located thereon shall be credited to the Lessor and the Lessee as their interests appear at the time of such taking.

13. FEDERAL TRUST

Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent during the term of this lease; however, such termination shall not abrogate the lease. The lessor and the lessee shall be notified of any such change in the status of the land.

14. HAZARDOUS SUBSTANCES.

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

15. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that might arise therefrom.

16. CHANGE OF OWNERSHIP

- (A) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall notify the Government within five days of the transfer of title.
- (B) If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.
- (C) If the title to property transfers the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- (D) If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations.

17. INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

18. MUTUALITY OF AGREEMENT

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

19. SUCCESSORS AND ASSIGNS.

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

20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS

The Lessee shall maintain the land with its appurtenances under this lease at its sole cost and expense in good repair, safe, and healthful condition, including improvements constructed or alterations to the premises during the term of the lease agreed upon by all parties to this agreement in writing in accordance with applicable tribal and Federal environmental regulations.

The Lessor shall, to the extent of its knowledge, notify Government Lease Contracting Officer of the introduction of any hazardous or adverse conditions onto the Property by Lessor or others, including but not limited to, the Government leasing land with its appurtenances under lease.

21. UTILITIES

The Lessee shall pay the cost of services such as utilities, trash and snow removal, general maintenance, and janitorial during the term of this lease.

22. DISCOVERY OF HISTORIC PROPERTIES

If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact Lessor to determine how to proceed and appropriate disposition.

23. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor, any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public

or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

- (B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.
- (C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

25. CONSTRUCTION BOND

If required by Federal law, including the Miller Act, 40 U.S.C. §3131 *et seq.*, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee shall require its construction contractor to post construction bonds in an amount sufficient to cover such construction as may be approved by the Lessor.

26. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement 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 Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

27. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor and the Secretary, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor.

28. QUIET ENJOYMENT.

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

29. ENCUMBRANCE.

This Lease or any interest therein may not be encumbered and no such encumbrance shall be valid or binding.

30. VIOLATION.

- (A) Time is declared to be of the essence in this Lease. Should Lessor determine that a provision of this Lease has been violated, Lessor shall send notice of the violation to the Lessee in accordance with Section 40 herein.
 - (1) Cure the violation and notify the Lessor in writing that the violation has been cured;
 - (2) Dispute the determination that a violation has occurred; or
 - (3) Request additional time to cure the violation with an explanation of why the additional time is necessary.
- (B) If a violation is not cured within ten (10) days, Lessor must determine whether:
 - (1) To grant additional time for the Lessee to cure the violation;
 - (2) To conduct additional inquiries to determine the validity of the Lessee's objections to the findings that the Lease has been violated; or
 - (3) Take any action authorized or allowed under applicable law.
- (C) If additional time is granted to cure a violation, the Lessee must proceed diligently to complete the necessary corrective actions within a reasonable period from the date on which the Lessor grants the additional time or within the specified time period set forth in the Lessor's written decision to grant additional time.
- (D) In accordance with Section 38 herein, the parties agree to use good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.
- (E) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies authorized or allowed under applicable law which may be exercised by Lessor or any other rights or remedies authorized or allowed under the applicable law now held or which may be held by Lessor in the future.

31. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation and solid waste disposal laws, regulations or other sanitation or solid waste requirements of the United States and the Navajo Nation, except to the extent those Tribal laws are inconsistent with Federal regulations or other applicable Federal laws.

32. LIABILITY.

To the extent authorized by applicable Federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2006), Lessee will be liable for the negligent or wrongful acts or omissions of its officers or employers while acting within the scope of their office or employment. Lessee's commitment to pay any lawful obligation or liability incurred by Lessee under this Lease is backed by the full faith and credit of the United States.

33. INSURANCE.

As a Federal Agency, Lessee is self-insured and shall be responsible for any tort claims that arise and for any loss or damage to the Leased Premises, or any building, improvement, or equipment, including removable personal property and equipment, placed upon the Leased Premises by the Lessee, resulting from the actions or omissions of Lessee.

34. INSPECTION.

The Lessor and the Lessor's authorized representative shall have the right, at any reasonable time during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to ensure compliance with the provisions of this lease.

35. MINERALS

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

36. DELIVERY OF PREMISES.

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

37. ATTORNEY'S FEES.

Lessee will be liable for attorney's fees and litigation costs in accordance with applicable federal statutes subjecting the United States and its agencies to liability for such fees and costs.

38. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.

39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY

- (A) The laws of the Navajo Nation apply to the Leased Premises, except to the extent that those laws are inconsistent with applicable Federal regulations or other applicable Federal law. As an agency of the United States government, Lessee is subject to Federal laws and nothing in this Agreement shall be construed as requiring Lessee or its employees, agents, or sublessees to violate Federal law.
- (B) Nothing in this Lease shall in any way or to the extent limit the right of the United States to rely upon sovereign immunity or any State or Federal statute limiting liability or damages from injuries sustained in connection with the use or occupancy of the designated area under this Lease. Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation or the United States.

40. NOTICES AND DEMANDS.

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

To or upon Lessor:

President
The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: (928) 871-7005

To or upon Lessee:

Navajo Area Indian Health Service
Post Office Box 9020
Window Rock, Arizona 86515-9020
Fax: (928)

- (B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.
- (C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:

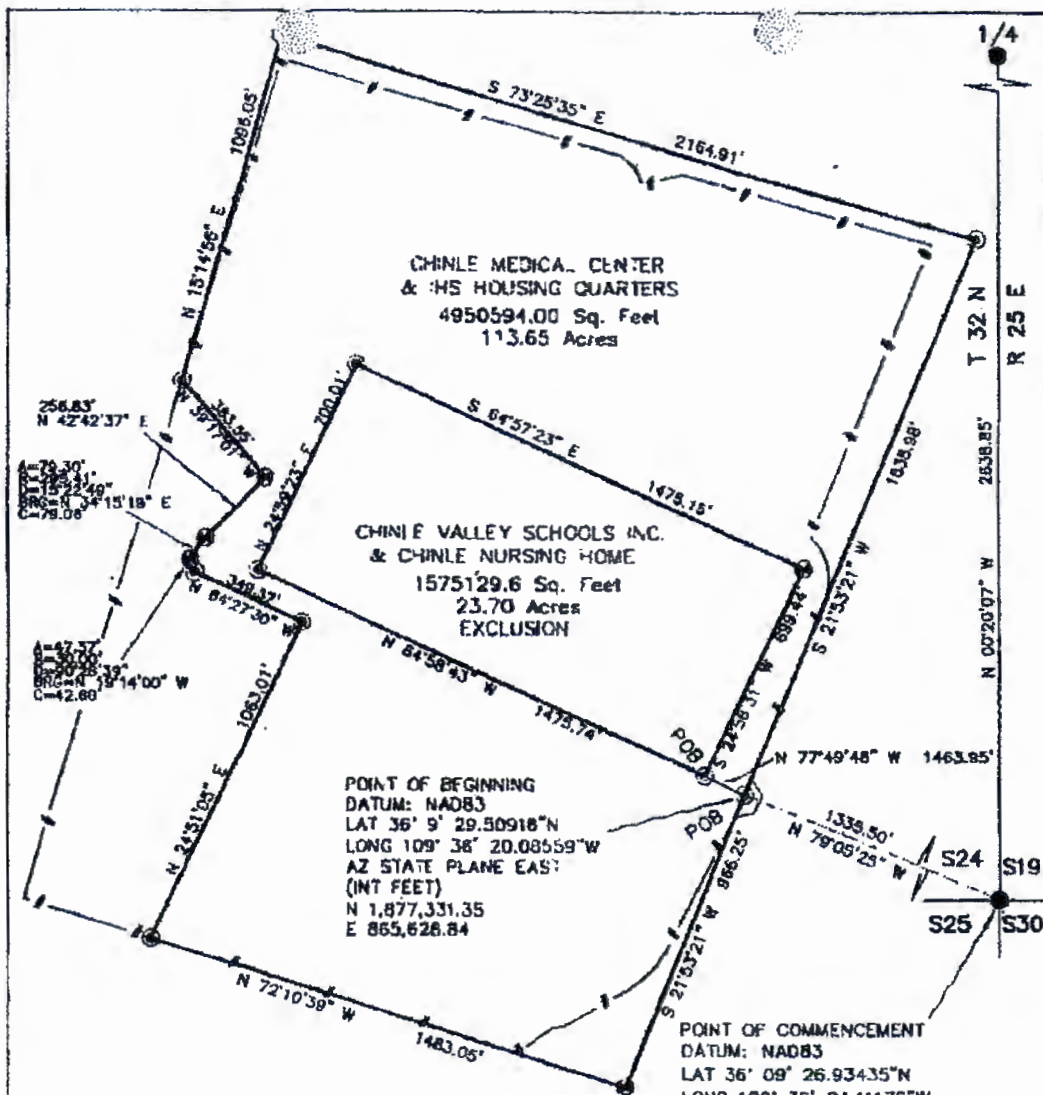
- A. Land Legal Description and Survey(Exhibit 1)
- B. Aerial photo and plot plan (Exhibit 2)

LESSOR:
NAVAJO TRIBE

LESSEE:
UNITED STATES OF AMERICA

Russell Begay, President Date

Stewart Jones Date
Lease Contracting Officer
Indian Health Service-DES



NOTES

1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT.
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS.
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY.
4. ALL FOUND MONUMENTS WERE ACCEPTED.
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE GRID.

LEGEND

- FOUND BLM CADASTRAL BRASS CAP, 1991
- ⊙ FOUND B.L.A. R.O.W. BRASS CAP
- ⊙ FOUND 5/8" REBAR, ALUM CAP 22278
- ⊙ SET 5/8" REBAR, LS 11758
- ⊙ FOUND/SET PK NAIL

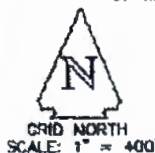
SURVEYORS CERTIFICATE

I, RONALD E. STOLL, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM STANDARDS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RONALD E. STOLL, LS 11758



EXP: 06/30/2016



CHINLE MEDICAL INDIAN CENTER (IHS) & HOUSING QUARTERS		
89.95 ± ACRE(S)		
NAVAJO NATION TRUST LAND DISTRICT #10		
S 1/2 OF SEC. 24 & N 1/2 OF SEC 25		
T32N, R25E, G&SRM		
CHINLE, APACHE COUNTY, ARIZONA		

Exhibit No. 1

Exhibit No. 2



- ◆ HORIZONTAL & VERTICAL CONTROL
 — EXISTING ELECTRIC
 — EXISTING WATERLINE
 — EXISTING SEWER
 — EXISTING GAS
 — PROPERTY BOUNDARY
 -X-X FENCE LINE/RIGHT OF WAY LINE



1. FLIGHT DATE: APRIL 1, 1995
2. THE LOCATION OF THE EXISTING BELOW GRADE UTILITIES ON THE PROPERTY ARE BASED ON OBSERVED SURFACE EVIDENCE A UTILITY MAPS. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED BY INA BA, INC



Ulrich, 64

4801 N. BUTLER AVE.
SUITE 1101
FARMINGTON, NM 87401

PM. (505) 327-1072
FAX (505) 327-1617

UNITED STATES OF AMERICA
DEPARTMENT HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE
NAVAJO AREA OFFICE
CHINLE LAND LEASE 2.54 acres



Date: _____

IHS Lease No. 102-17-1002

THIS LEASE, made and entered into this date by and between the **Navajo Nation**, a federally recognized Indian Tribe whose address is P.O. Box 9000, Window Rock, AZ 86515, and whose interest in the property hereinafter described is that of owner, hereinafter called the **Lessor**, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof; and

The **UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service**, hereinafter known as (**IHS**), hereinafter called the **Lessee**, Resolution No. CJ-24-55 dated, June 29, 1955, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

WITNESSETH THEREFORE: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. DEFINITIONS.

- (A) *"Approved Encumbrance"* means an encumbrance approved in writing by Lessor and the Secretary in accordance with the terms and conditions of this Lease.
- (B) *"Encumbrancer"* means the owner and holder of an Approved Encumbrance, including all successors and assigns.
- (C) *"Hazardous Substance"* means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001(8) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6991(8).
- (D) *"Secretary"* means the Secretary of the United States Department of the Interior or his duly authorized representative or successor.
- (E) *"Storage Tank"* means an "underground storage tank" as defined under the provisions of section 6991(1) of the Resource Conservation and Recovery Act, 42 U.S.C. 6901

et seq., including all amendments and successors thereto, notwithstanding what percent of volume is located beneath the surface of the ground.

2. LEASED PREMISES

Whereas, The Lessor hereby leases to the Lessee a parcel of land approximately 2.54 acres more or less as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, infrastructure and roads belonging or appertaining thereto, and more particularly described below

This parcel as described in attached Exhibit 1 and lies within the Southwest Quarter (SW1/4) of Section 16, Township 5 North, Range 10 West, Navajo Special Base Meridian & the Southwest Quarter (SW1/4) of Section 28, Township 32 North, Range 26 East, Gila and Salt River. Also known as Chinle IHS Housing Tract-Hopi Drive, Chinle, AZ 86503. The parcel is currently encumbered by a several residential dwelling units.

NLD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

3. LEASE TERM

TO HAVE AND TO HOLD the said premises for the term beginning on the date of execution of this lease and extending for a period not to exceed 20 years. This lease provides for no renewal options. However it is anticipated that a new succeeding lease will be negotiated prior to expiration date.

4. TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

In the event the Lessor, during the term of this lease period, shall enter into a contract with the Lessee to operate the health program on these premises under the provision of PL 93-638, or compact, the lease shall terminate immediately.

5. RENTAL CONSIDERATION

The Lessee shall pay the Lessor no annual rent. Consideration for the parcel of land leased shall be in lieu of the benefits of IHS providing health care services.

6. LEASE PURPOSE

The Lessor and the Lessee agree that the leased premises will be used for the housing units for IHS staff providing clinical services to Navajo people.

7. UTILITY SERVICE LINE AGREEMENTS.

- (A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:
- (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
 - (2) such agreements authorize utility service lines only within the Leased Premises;
 - (3) such agreements do not extend beyond the term of this Lease;
 - (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor and with the Secretary within thirty (30) days of their execution; and
 - (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.
- (B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises.

8. CONSTRUCTION OR PLACEMENT OF IMPROVEMENTS

Additional improvements may be built or placed on said land by the Lessee when it is determined to be beneficial to the program, and when such construction or placement has been negotiated and agreed to by the parties hereto in writing and memorialized by a lease amendment for any changes of terms herein. All improvements made on the leased premises shall be constructed in accordance with IHS Architect/Engineer Design Guide.

9. IMPROVEMENTS AND PERSONAL PROPERTY

- (A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease.
- (B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.
- (C) As used in this section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.
- (D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

All questions pertaining to this lease shall be referred to:
Gary Wilson Realty Specialist
HHS/IHS/Division of Engineering Services – Seattle
701 5th Avenue, Suite 1650 MS-24
Seattle, WA 98104-7037
(206) 615-2792
Gary.Wilson2@ihs.gov.

10. PROPERTY DAMAGE.

In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with

written notice of exercise of Lessee's option within thirty (60) days of the said event of damage. Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease. If the building is only partially destroyed or damaged and poses no health and/or safety concern, the services will resume in a reduced capacity and the lease will continue under the same terms and conditions stated herein. The Government shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, if the Government submits to the Lessor a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage.

11. HOLDING OVER.

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

12. EMINENT DOMAIN

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of Eminent Domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises, or part thereof taken, shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased land and any taking of or injury to the buildings or improvements located thereon shall be credited to the Lessor and the Lessee as their interests appear at the time of such taking.

13. FEDERAL TRUST

Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent during the term of this lease; however, such termination shall not abrogate the lease. The lessor and the lessee shall be notified of any such change in the status of the land.

14. HAZARDOUS SUBSTANCES.

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

Premises. Except in emergency situations, Lessee shall obtain written approval from Lessor prior to commencement of any such remedial action.

15. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that might arise therefrom.

16. CHANGE OF OWNERSHIP

- (A) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall notify the Government within five days of the transfer of title.
- (B) If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.
- (C) If the title to property transfers the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- (D) If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations.

17. INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

18. MUTUALITY OF AGREEMENT

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

19. SUCCESSORS AND ASSIGNS.

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

20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS

The Lessee shall maintain the land with its appurtenances under this lease at its sole cost and expense in good repair, safe, and healthful condition, including improvements constructed or alterations to the premises during the term of the lease agreed upon by all parties to this agreement in writing in accordance with applicable tribal and Federal environmental regulations.

The Lessor shall, to the extent of its knowledge, notify Government Lease Contracting Officer of the introduction of any hazardous or adverse conditions onto the Property by Lessor or others, including but not limited to, the Government leasing land with its appurtenances under lease.

21. UTILITIES

The Lessee shall pay the cost of services such as utilities, trash and snow removal, general maintenance, and janitorial during the term of this lease.

22. DISCOVERY OF HISTORIC PROPERTIES

If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact Lessor to determine how to proceed and appropriate disposition.

23. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor, any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.
- (B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.
- (C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

25. CONSTRUCTION BOND

If required by Federal law, including the Miller Act, 40 U.S.C. §3131 *et seq.*, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee shall require its construction contractor to post construction bonds in an amount sufficient to cover such construction as may be approved by the Lessor.

26. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement 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 Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

27. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor and the Secretary, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor.

28. QUIET ENJOYMENT.

Lessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in this Lease, that Lessee shall peaceably and quietly have, hold

and enjoy the Leased Premises without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons claiming from or under Lessor.

29. ENCUMBRANCE.

This Lease or any interest therein may not be encumbered and no such encumbrance shall be valid or binding.

30. VIOLATION.

- (A) Time is declared to be of the essence in this Lease. Should Lessor determine that a provision of this Lease has been violated, Lessor shall send notice of the violation to the Lessee in accordance with Section 40 herein.
 - (1) Cure the violation and notify the Lessor in writing that the violation has been cured;
 - (2) Dispute the determination that a violation has occurred; or
 - (3) Request additional time to cure the violation with an explanation of why the additional time is necessary.
- (B) If a violation is not cured within ten (10) days, Lessor must determine whether:
 - (1) To grant additional time for the Lessee to cure the violation;
 - (2) To conduct additional inquiries to determine the validity of the Lessee's objections to the findings that the Lease has been violated; or
 - (3) Take any action authorized or allowed under applicable law.
- (C) If additional time is granted to cure a violation, the Lessee must proceed diligently to complete the necessary corrective actions within a reasonable period from the date on which the Lessor grants the additional time or within the specified time period set forth in the Lessor's written decision to grant additional time.
- (D) In accordance with Section 38 herein, the parties agree to use good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.
- (E) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies authorized or allowed under applicable law which may

be exercised by Lessor or any other rights or remedies authorized or allowed under the applicable law now held or which may be held by Lessor in the future.

31. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation and solid waste disposal laws, regulations or other sanitation or solid waste requirements of the United States and the Navajo Nation, except to the extent those Tribal laws are inconsistent with Federal regulations or other applicable Federal laws.

32. LIABILITY.

To the extent authorized by applicable Federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2006), Lessee will be liable for the negligent or wrongful acts or omissions of its officers or employers while acting within the scope of their office or employment. Lessee's commitment to pay any lawful obligation or liability incurred by Lessee under this Lease is backed by the full faith and credit of the United States.

33. INSURANCE.

As a Federal Agency, Lessee is self-insured and shall be responsible for any tort claims that arise and for any loss or damage to the Leased Premises, or any building, improvement, or equipment, including removable personal property and equipment, placed upon the Leased Premises by the Lessee, resulting from the actions or omissions of Lessee.

34. INSPECTION.

The Lessor and the Lessor's authorized representative shall have the right, at any reasonable time during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to ensure compliance with the provisions of this lease.

35. MINERALS

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

36. DELIVERY OF PREMISES.

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

37. ATTORNEY'S FEES.

Lessee will be liable for attorney's fees and litigation costs in accordance with applicable federal statutes subjecting the United States and its agencies to liability for such fees and costs.

38. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.

39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY

- (A) The laws of the Navajo Nation apply to the Leased Premises, except to the extent that those laws are inconsistent with applicable Federal regulations or other applicable Federal law. As an agency of the United States government, Lessee is subject to Federal laws and nothing in this Agreement shall be construed as requiring Lessee or its employees, agents, or sublessees to violate Federal law.
- (B) Nothing in this Lease shall in any way or to the extent limit the right of the United States to rely upon sovereign immunity or any State or Federal statute limiting liability or damages from injuries sustained in connection with the use or occupancy of the designated area under this Lease. Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation or the United States.

40. NOTICES AND DEMANDS.

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

To or upon Lessor:

President
The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: (928) 871-7005

To or upon Lessee:

Navajo Area Indian Health Service
Post Office Box 9020
Window Rock, Arizona 86515-9020
Fax: (928)

- (B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.
- (C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:

- A. Land Legal Description and Survey(Exhibit 1)
B. Aerial photo and plot plan (Exhibit 2)

LESSOR:
NAVAJO TRIBE

LESSEE:
UNITED STATES OF AMERICA

Russell Begay, President Date

Stewart Jones Date

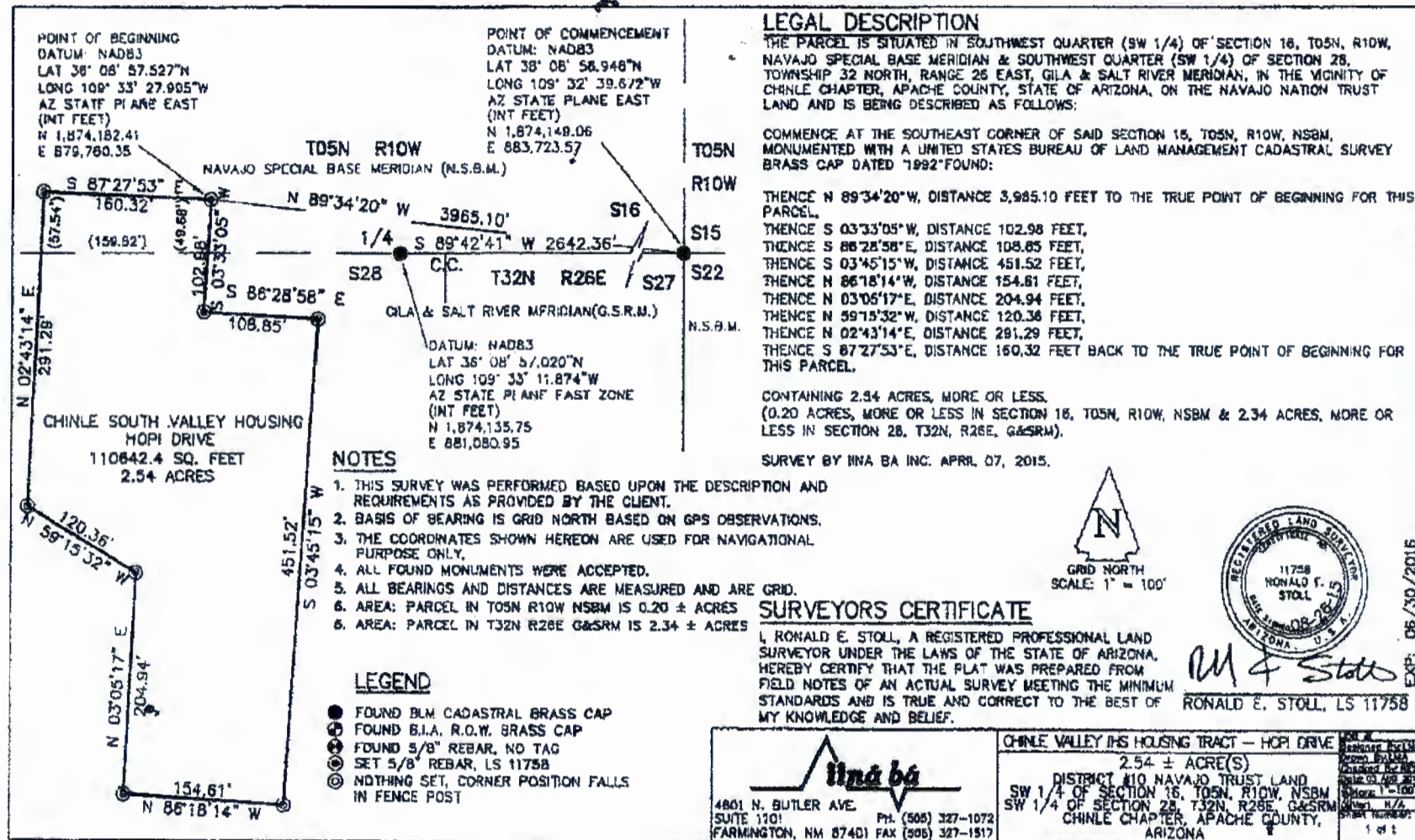


Exhibit No. 1

Exhibit No. 2



CHILENDA HEALTH SERVICE

SOUTH HOUSING UNITS

#2008-2012 & 2014

CHILENDA, ARIZONA

LEGEND

- HORIZONTAL & VERTICAL CONTROL
- EXISTING ELECTRIC
- EXISTING WATERLINE
- EXISTING GAS
- EXISTING DRAIN
- PROPERTY BOUNDARY
- FENCE LINE/PERMITS OF WAY LINE

SCALE 1" = 30'

NOTES

1. FIELD DATE: APRIL 1, 2016
2. THE LOCATION OF THE EXISTING BELOW GRADE UTILITIES ON THE PROPERTY ARE BASED ON OBSERVED SURFACE EVIDENCE & UTILITY MAPS. NO OTHER INFORMATION HAS BEEN PROVIDED BY IHA, INC.



LENDING.COM

4001 N. BUTLER AVE.
SUITE 1101
FAIRMONT, NM 87401

PH (505) 327-1972
FAX (505) 327-1917



UNITED STATES OF AMERICA
DEPARTMENT HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE
NAVAJO AREA OFFICE
CHINLE LAND LEASE .29 acres

Date: _____

IHS Lease No. 102-17-1001

THIS LEASE, made and entered into this date by and between the **Navajo Nation**, a federally recognized Indian Tribe whose address is P.O. Box 9000, Window Rock, AZ 86515, and whose interest in the property hereinafter described is that of owner, hereinafter called the **Lessor**, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof; and

The UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service, hereinafter known as (**IHS**), hereinafter called the **Lessee**, Resolution No. CJ-24-55 dated, June 29, 1955, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

WITNESSETH THEREFORE: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. DEFINITIONS.

- (A) *"Approved Encumbrance"* means an encumbrance approved in writing by Lessor and the Secretary in accordance with the terms and conditions of this Lease.
- (B) *"Encumbrancer"* means the owner and holder of an Approved Encumbrance, including all successors and assigns.
- (C) *"Hazardous Substance"* means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001(8) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6991(8).
- (D) *"Secretary"* means the Secretary of the United States Department of the Interior or his duly authorized representative or successor.
- (E) *"Storage Tank"* means an "underground storage tank" as defined under the provisions of section 6991(1) of the Resource Conservation and Recovery Act, 42 U.S.C. 6901

et seq., including all amendments and successors thereto, notwithstanding what percent of volume is located beneath the surface of the ground.

2. LEASED PREMISES

Whereas, The Lessor hereby leases to the Lessee a parcel of land approximately .29 acres more or less as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, utility infrastructure and roads belonging or appertaining thereto, and more particularly described below

This parcel as described in attached Exhibit 1 and lies within the Southwest Quarter (SW1/4) of Section 16, Township 5 North, Range 10 West, Navajo Special Base Meridian. Also known as Chinle IHS Housing Unit #68, Chinle, AZ 86503. The parcel is currently encumbered by a single residential dwelling unit.

NLD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

3. LEASE TERM

TO HAVE AND TO HOLD the said premises for the term beginning on the date of execution of this lease and extending for a period not to exceed 20 years. This lease provides for no renewal options. However it is anticipated that a new succeeding lease will be negotiated prior to expiration date.

4. TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

In the event the Lessor, during the term of this lease period, shall enter into a contract with the Lessee to operate the health program on these premises under the provision of PL 93-638, or compact, the lease shall terminate immediately.

5. RENTAL CONSIDERATION

The Lessee shall pay the Lessor no annual rent. Consideration for the parcel of land leased shall be in lieu of the benefit of IHS providing health care services.

6. LEASE PURPOSE

The Lessor and the Lessee agree that the leased premises will be used for the housing units for IHS staff providing clinical services to Navajo People.

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- (A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:
- (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
 - (2) such agreements authorize utility service lines only within the Leased Premises;
 - (3) such agreements do not extend beyond the term of this Lease;
 - (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor and with the Secretary within thirty (30) days of their execution; and
 - (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.
- (B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises.

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Additional improvements may be built or placed on said land by the Lessee when it is determined to be beneficial to the program, and when such construction or placement has been negotiated and agreed to by the parties hereto in writing and memorialized by a lease amendment for any changes of terms herein. All improvements made on the leased premises shall be constructed in accordance with IHS Architect/Engineer Design Guide.

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- (A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease.
- (B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.
- (C) As used in this section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.
- (D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

All questions pertaining to this lease shall be referred to:
Gary Wilson Realty Specialist
HHS/IHS/Division of Engineering Services – Seattle
701 5th Avenue, Suite 1650 MS-24
Seattle, WA 98104-7037
(206) 615-2792
Gary.Wilson2@ihs.gov.

10. PROPERTY DAMAGE.

In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (60) days of the said event of damage.

Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease. If the building is only partially destroyed or damaged and poses no health and/or safety concern, the services will resume in a reduced capacity and the lease will continue under the same terms and conditions stated herein. The Government shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, if the Government submits to the Lessor a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage.

11. HOLDING OVER.

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

12. EMINENT DOMAIN

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of Eminent Domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises, or part thereof taken, shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased land and any taking of or injury to the buildings or improvements located thereon shall be credited to the Lessor and the Lessee as their interests appear at the time of such taking.

13. FEDERAL TRUST

Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent during the term of this lease; however, such termination shall not abrogate the lease. The lessor and the lessee shall be notified of any such change in the status of the land.

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

15. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that might arise therefrom.

16. CHANGE OF OWNERSHIP

- (A) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall notify the Government within five days of the transfer of title.
- (B) If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.
- (C) If the title to property transfers the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- (D) If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations.

17. INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

18. MUTUALITY OF AGREEMENT

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

19. SUCCESSORS AND ASSIGNS.

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

20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS

The Lessee shall maintain the land with its appurtenances under this lease at its sole cost and expense in good repair, safe, and healthful condition, including improvements constructed or alterations to the premises during the term of the lease agreed upon by all parties to this agreement in writing in accordance with applicable tribal and Federal environmental regulations.

The Lessor shall, to the extent of its knowledge, notify Government Lease Contracting Officer of the introduction of any hazardous or adverse conditions onto the Property by Lessor or others, including but not limited to, the Government leasing land with its appurtenances under lease.

21. UTILITIES

The Lessee shall pay the cost of services such as utilities, trash and snow removal, general maintenance, and janitorial during the term of this lease.

22. DISCOVERY OF HISTORIC PROPERTIES

If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact Lessor to determine how to proceed and appropriate disposition.

23. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor, any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public

or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

- (B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.
- (C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

25. CONSTRUCTION BOND

If required by Federal law, including the Miller Act, 40 U.S.C. §3131 *et seq.*, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee shall require its construction contractor to post construction bonds in an amount sufficient to cover such construction as may be approved by the Lessor.

26. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement 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 Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

27. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor and the Secretary, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor.

28. QUIET ENJOYMENT.

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

29. ENCUMBRANCE.

This Lease or any interest therein may not be encumbered and no such encumbrance shall be valid or binding.

30. VIOLATION.

- (A) Time is declared to be of the essence in this Lease. Should Lessor determine that a provision of this Lease has been violated, Lessor shall send notice of the violation to the Lessee in accordance with Section 40 herein.
 - (1) Cure the violation and notify the Lessor in writing that the violation has been cured;
 - (2) Dispute the determination that a violation has occurred; or
 - (3) Request additional time to cure the violation with an explanation of why the additional time is necessary.
- (B) If a violation is not cured within ten (10) days, Lessor must determine whether:
 - (1) To grant additional time for the Lessee to cure the violation;
 - (2) To conduct additional inquiries to determine the validity of the Lessee's objections to the findings that the Lease has been violated; or
 - (3) Take any action authorized or allowed under applicable law.
- (C) If additional time is granted to cure a violation, the Lessee must proceed diligently to complete the necessary corrective actions within a reasonable period from the date on which the Lessor grants the additional time or within the specified time period set forth in the Lessor's written decision to grant additional time.
- (D) In accordance with Section 38 herein, the parties agree to use good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.
- (E) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies authorized or allowed under applicable law which may be exercised by Lessor or any other rights or remedies authorized or allowed under the applicable law now held or which may be held by Lessor in the future.

31. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation and solid waste disposal laws, regulations or other sanitation or solid waste requirements of the United States and the Navajo Nation, except to the extent those Tribal laws are inconsistent with Federal regulations or other applicable Federal laws.

32. LIABILITY.

To the extent authorized by applicable Federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2006), Lessee will be liable for the negligent or wrongful acts or omissions of its officers or employers while acting within the scope of their office or employment. Lessee's commitment to pay any lawful obligation or liability incurred by Lessee under this Lease is backed by the full faith and credit of the United States.

33. INSURANCE.

As a Federal Agency, Lessee is self-insured and shall be responsible for any tort claims that arise and for any loss or damage to the Leased Premises, or any building, improvement, or equipment, including removable personal property and equipment, placed upon the Leased Premises by the Lessee, resulting from the actions or omissions of Lessee.

34. INSPECTION.

The Lessor and the Lessor's authorized representative shall have the right, at any reasonable time during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to ensure compliance with the provisions of this lease.

35. MINERALS

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

36. DELIVERY OF PREMISES.

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

37. ATTORNEY'S FEES.

Lessee will be liable for attorney's fees and litigation costs in accordance with applicable federal statutes subjecting the United States and its agencies to liability for such fees and costs.

38. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.

39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY

- (A) The laws of the Navajo Nation apply to the Leased Premises, except to the extent that those laws are inconsistent with applicable Federal regulations or other applicable Federal law. As an agency of the United States government, Lessee is subject to Federal laws and nothing in this Agreement shall be construed as requiring Lessee or its employees, agents, or sublessees to violate Federal law.
- (B) Nothing in this Lease shall in any way or to the extent limit the right of the United States to rely upon sovereign immunity or any State or Federal statute limiting liability or damages from injuries sustained in connection with the use or occupancy of the designated area under this Lease. Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation or the United States.

40. NOTICES AND DEMANDS.

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

To or upon Lessor:

President
The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: (928) 871-7005

To or upon Lessee:

Navajo Area Indian Health Service
Post Office Box 9020
Window Rock, Arizona 86515-9020
Fax: (928)

- (B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.
- (C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:

- A. Land Legal Description and Survey(Exhibit 1)
B. Aerial photo and plot plan (Exhibit 2)

LESSOR:
NAVAJO TRIBE

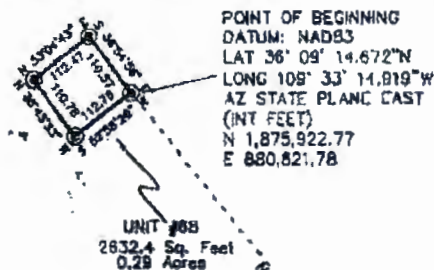
LESSEE:
UNITED STATES OF AMERICA

Russell Begay, President Date

Stewart Jones Date
Lease Contracting Officer
Indian Health Service-DES

NOTES

1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT.
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS.
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY.
4. ALL FOUND MONUMENTS WERE ACCEPTED.
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE IN GRID.
6. AREA: SUBJECT PROPERTIES CONTAIN 1.37 ± ACRES & 0.29 ± ACRES



DATUM: NAD83
LAT 36° 08' 37.020"N
LONG 109° 33' 11.874"W
AZ STATE PLANE EAST
(INT FEET)
N 1,874,135.75
E 881,080.95

T05N R10W
NAVAJO SPECIAL BASE MERIDIAN (N.S.B.M.)

S18 1/4 S 85°42'41" W 2542.36' S16 S15
S28 C.C. T32N R28E S27 S22
GILA & SALT RIVER MERIDIAN (G.S.R.M.) (N.S.B.M.)

POINT OF COMMENCEMENT
DATUM: NAD83
LAT 36° 08' 56.946"N
LONG 109° 32' 39.672"W
AZ STATE PLANE EAST
(INT FEET)
N 1,874,149.06
E 883,723.57

LEGEND

- FOUND BLM CADASTRAL BRASS CAP, 1992
- ⊙ FOUND B.L.A. R.O.W. BRASS CAP
- ⊙ FOUND S/B" REBAR, NO TAG
- ⊙ SET 5/8" REBAR, LS 11758
- ⊙ NOTHING SET, CORNER POSITION FALLS IN FENCE POST

LEGAL DESCRIPTION

HOUSE UNIT #88

A PARCEL OF LAND IS SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 05 NORTH, RANGE 10 WEST, NAVAJO SPECIAL BASE MERIDIAN, IN THE VICINITY OF CHINLE CHAPTER, APACHE COUNTY, STATE OF ARIZONA, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 16, T05N, R10W, NSBM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY BRASS CAP DATED 1992 FOUND:

THENCE N 58°38'03"W, DISTANCE 3,400.50 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL.
THENCE S 52°36'26"W, DISTANCE 112.78 FEET,
THENCE N 36°45'33"W, DISTANCE 110.78 FEET,
THENCE N 53°04'43"E, DISTANCE 112.47 FEET,
THENCE S 35°54'58"E, DISTANCE 110.57 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL.

CONTAINING 0.29 ACRES, MORE OR LESS,
SURVEYED BY RINA'BA'INC. ON APRIL 07, 2015.



RM & Stoll
RONALD E. STOLL, LS 11758

EXP: 06/30/2018

SURVEYORS CERTIFICATE

I, RONALD E. STOLL, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM STANDARDS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHINLE VALLEY IHS HOUSING TRACT INDIAN ROUTE 102 1ST STREET & HOUSE UNIT #88

1.37 & 0.29 ± ACRE(S)

NAVAJO NATION TRUST LAND DISTRICT #10
SW 1/4 OF SECTION 16, T5N, R10W, NSBM
CHINLE CHAPTER, APACHE COUNTY
ARIZONA

4801 N. BUTLER AVE.
SUITE 1101
FARMINGTON, NM 87401
PH: (505) 327-1072
FAX: (505) 327-1517

1 of 1

Exhibit No. 1

Exhibit No. 2



CHINLE INDIAN HEALTH SERVICE
RV PARK & UNIT #68
CHINLE, ARIZONA

LEGEND

- HORIZONTAL & VERTICAL CONTROL
- EXISTING ELECTRIC
- EXISTING WATERLINE
- EXISTING SEWER
- EXISTING GAS
- PROPERTY BOUNDARY
- X-X FENCE LINE/RIGHT OF WAY LINE



NOTES

1. FLIGHT DATE: APRIL 1, 2018
2. THE LOCATION OF THE EXISTING BELOW GRADE UTILITIES ON THE PROPERTY ARE BASED ON OBSERVED SURFACE EVIDENCE & UTILITY MAPS. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED BY INABA, INC.



4801 N. BUTLER AVE.
SUITE 1101
FARMINGTON, NM 87401

PH: (505) 327-1072
FAX: (505) 327-1917



UNITED STATES OF AMERICA
DEPARTMENT HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE
NAVAJO AREA OFFICE
CHINLE LAND LEASE 1.37 acres with RV Park

Date: _____

IHS Lease No. 102-17-1003

THIS LEASE, made and entered into this date by and between the **Navajo Nation**, a federally recognized Indian Tribe whose address is P.O. Box 9000, Window Rock, AZ 86515, and whose interest in the property hereinafter described is that of owner, hereinafter called the **Lessor**, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof; and

The UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service, hereinafter known as (**IHS**), hereinafter called the **Lessee**, Resolution No. CJ-24-55 dated, June 29, 1955, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

WITNESSETH THEREFORE: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. DEFINITIONS.

- (A) *"Approved Encumbrance"* means an encumbrance approved in writing by Lessor and the Secretary in accordance with the terms and conditions of this Lease.
- (B) *"Encumbrancer"* means the owner and holder of an Approved Encumbrance, including all successors and assigns.
- (C) *"Hazardous Substance"* means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001(8) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6991(8).
- (D) *"Secretary"* means the Secretary of the United States Department of the Interior or his duly authorized representative or successor.
- (E) *"Storage Tank"* means an "underground storage tank" as defined under the provisions of section 6991(1) of the Resource Conservation and Recovery Act, 42 U.S.C. 6901

et seq., including all amendments and successors thereto, notwithstanding what percent of volume is located beneath the surface of the ground.

2. LEASED PREMISES

Whereas, The Lessor hereby leases to the Lessee a parcel of land approximately 1.37 acres more or less as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, utility infrastructure and roads belonging or appertaining thereto, and more particularly described below

This parcel as described in attached Exhibit 1 and lies within the Southwest Quarter (SW1/4) of Section 16, Township 5 North, Range 10 West, Navajo Special Base Meridian. Also known as Chinle IHS Housing Tract-Route 102 & First Street, Chinle, AZ 86503. The parcel is currently encumbered by a Recreational Vehicle Park; owned by IHS; owned and maintained by IHS for occupancy by IHS employees or contract service providers.

NLD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

3. LEASE TERM

TO HAVE AND TO HOLD the said premises for the term beginning on the date of execution of this lease and extending for a period not to exceed 20 years. This lease provides for no renewal options. However it is anticipated that a new succeeding lease will be negotiated prior to expiration date.

4. TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

In the event the Lessor, during the term of this lease period, shall enter into a contract with the Lessee to operate the health program on these premises under the provision of PL 93-638, or compact, the lease shall terminate immediately.

5. RENTAL CONSIDERATION

The Lessee shall pay the Lessor no annual rent. Consideration for the parcel of land leased shall be in lieu of the benefits of IHS providing health care services.

6. LEASE PURPOSE

The Lessor and the Lessee agree that the leased premises will be used for occupancy by IHS employees or contract service providers providing clinical services to Navajo people.

7. UTILITY SERVICE LINE AGREEMENTS.

- (A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:
 - (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
 - (2) such agreements authorize utility service lines only within the Leased Premises;
 - (3) such agreements do not extend beyond the term of this Lease;
 - (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor and with the Secretary within thirty (30) days of their execution; and
 - (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.
- (B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises.

8. CONSTRUCTION OR PLACEMENT OF IMPROVEMENTS

Additional improvements may be built or placed on said land by the Lessee when it is determined to be beneficial to the program, and when such construction or placement has been negotiated and agreed to by the parties hereto in writing and memorialized by a lease amendment for any changes of terms herein. All improvements made on the leased premises shall be constructed in accordance with IHS Architect/Engineer Design Guide.

9. IMPROVEMENTS AND PERSONAL PROPERTY

- (A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease.
- (B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.
- (C) As used in this section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.
- (D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

All questions pertaining to this lease shall be referred to:
Gary Wilson Realty Specialist
HHS/IHS/Division of Engineering Services – Seattle
701 5th Avenue, Suite 1650 MS-24
Seattle, WA 98104-7037
(206) 615-2792
Gary.Wilson2@ihs.gov.

10. PROPERTY DAMAGE.

In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (60) days of the said event of damage.

Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease. If the building is only partially destroyed or damaged and poses no health and/or safety concern, the services will resume in a reduced capacity and the lease will continue under the same terms and conditions stated herein. The Government shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, if the Government submits to the Lessor a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage.

11. HOLDING OVER.

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

12. EMINENT DOMAIN

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of Eminent Domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises, or part thereof taken, shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased land and any taking of or injury to the buildings or improvements located thereon shall be credited to the Lessor and the Lessee as their interests appear at the time of such taking.

13. FEDERAL TRUST

Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent during the term of this lease; however, such termination shall not abrogate the lease. The lessor and the lessee shall be notified of any such change in the status of the land.

14. HAZARDOUS SUBSTANCES.

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

15. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that might arise therefrom.

16. CHANGE OF OWNERSHIP

- (A) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall notify the Government within five days of the transfer of title.
- (B) If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.
- (C) If the title to property transfers the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- (D) If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations.

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This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

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The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

19. SUCCESSORS AND ASSIGNS.

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

20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS

The Lessee shall maintain the land with its appurtenances under this lease at its sole cost and expense in good repair, safe, and healthful condition, including improvements constructed or alterations to the premises during the term of the lease agreed upon by all parties to this agreement in writing in accordance with applicable tribal and Federal environmental regulations.

The Lessor shall, to the extent of its knowledge, notify Government Lease Contracting Officer of the introduction of any hazardous or adverse conditions onto the Property by Lessor or others, including but not limited to, the Government leasing land with its appurtenances under lease.

21. UTILITIES

The Lessee shall pay the cost of services such as utilities, trash and snow removal, general maintenance, and janitorial during the term of this lease.

22. DISCOVERY OF HISTORIC PROPERTIES

If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact Lessor to determine how to proceed and appropriate disposition.

23. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor, any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public

or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

- (B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.
- (C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

25. CONSTRUCTION BOND

If required by Federal law, including the Miller Act, 40 U.S.C. §3131 *et seq.*, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee shall require its construction contractor to post construction bonds in an amount sufficient to cover such construction as may be approved by the Lessor.

26. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement 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 Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

27. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor and the Secretary, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor.

28. QUIET ENJOYMENT.

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

29. ENCUMBRANCE.

This Lease or any interest therein may not be encumbered and no such encumbrance shall be valid or binding.

30. VIOLATION.

- (A) Time is declared to be of the essence in this Lease. Should Lessor determine that a provision of this Lease has been violated, Lessor shall send notice of the violation to the Lessee in accordance with Section 40 herein.
 - (1) Cure the violation and notify the Lessor in writing that the violation has been cured;
 - (2) Dispute the determination that a violation has occurred; or
 - (3) Request additional time to cure the violation with an explanation of why the additional time is necessary.
- (B) If a violation is not cured within ten (10) days, Lessor must determine whether:
 - (1) To grant additional time for the Lessee to cure the violation;
 - (2) To conduct additional inquiries to determine the validity of the Lessee's objections to the findings that the Lease has been violated; or
 - (3) Take any action authorized or allowed under applicable law.
- (C) If additional time is granted to cure a violation, the Lessee must proceed diligently to complete the necessary corrective actions within a reasonable period from the date on which the Lessor grants the additional time or within the specified time period set forth in the Lessor's written decision to grant additional time.
- (D) In accordance with Section 38 herein, the parties agree to use good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.
- (E) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies authorized or allowed under applicable law which may be exercised by Lessor or any other rights or remedies authorized or allowed under the applicable law now held or which may be held by Lessor in the future.

31. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation and solid waste disposal laws, regulations or other sanitation or solid waste requirements of the United States and the Navajo Nation, except to the extent those Tribal laws are inconsistent with Federal regulations or other applicable Federal laws.

32. LIABILITY.

To the extent authorized by applicable Federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2006), Lessee will be liable for the negligent or wrongful acts or omissions of its officers or employers while acting within the scope of their office or employment. Lessee's commitment to pay any lawful obligation or liability incurred by Lessee under this Lease is backed by the full faith and credit of the United States.

33. INSURANCE.

As a Federal Agency, Lessee is self-insured and shall be responsible for any tort claims that arise and for any loss or damage to the Leased Premises, or any building, improvement, or equipment, including removable personal property and equipment, placed upon the Leased Premises by the Lessee, resulting from the actions or omissions of Lessee.

34. INSPECTION.

The Lessor and the Lessor's authorized representative shall have the right, at any reasonable time during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to ensure compliance with the provisions of this lease.

35. MINERALS

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

36. DELIVERY OF PREMISES.

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

37. ATTORNEY'S FEES.

Lessee will be liable for attorney's fees and litigation costs in accordance with applicable federal statutes subjecting the United States and its agencies to liability for such fees and costs.

38. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.

39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY

- (A) The laws of the Navajo Nation apply to the Leased Premises, except to the extent that those laws are inconsistent with applicable Federal regulations or other applicable Federal law. As an agency of the United States government, Lessee is subject to Federal laws and nothing in this Agreement shall be construed as requiring Lessee or its employees, agents, or sublessees to violate Federal law.
- (B) Nothing in this Lease shall in any way or to the extent limit the right of the United States to rely upon sovereign immunity or any State or Federal statute limiting liability or damages from injuries sustained in connection with the use or occupancy of the designated area under this Lease. Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation or the United States.

40. NOTICES AND DEMANDS.

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

To or upon Lessor:

President
The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: (928) 871-7005

To or upon Lessee:

Navajo Area Indian Health Service
Post Office Box 9020
Window Rock, Arizona 86515-9020
Fax: (928)

- (B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.
- (C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:

- A. Land Legal Description and Survey(Exhibit 1)
B. Aerial photo and plot plan (Exhibit 2)

LESSOR:
NAVAJO TRIBE

LESSEE:
UNITED STATES OF AMERICA

Russell Begay, President Date

Stewart Jones Date
Lease Contracting Officer
Indian Health Service-DES

NOTES

1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT.
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS.
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY.
4. ALL FOUND MONUMENTS WERE ACCEPTED.
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE IN GRID.
6. AREA: SUBJECT PROPERTIES CONTAIN 1.37 ± ACRES & 0.29 ± ACRES

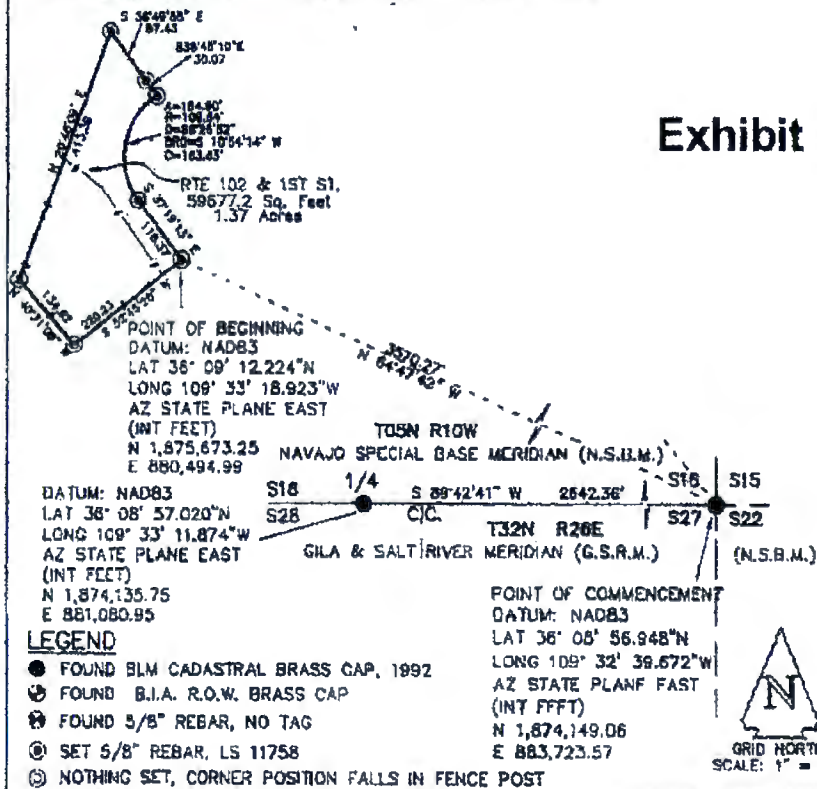


Exhibit No. 1

LEGAL DESCRIPTION

ROUTE 102 & FIRST STREET

A PARCEL OF LAND IS SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 03 NORTH, RANGE 10 WEST, NAVAJO SPECIAL BASE MERIDIAN, IN THE VICINITY OF CHINLE CHAPTER, APACHE COUNTY, STATE OF ARIZONA, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 16, T03N, R10W, NSBM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY BRASS CAP DATED 1992 FOUND:

THENCE N 64°47'42"W, DISTANCE 3,570.27 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,
 THENCE S 52°45'26"W, DISTANCE 220.23 FEET,
 THENCE N 40°31'09"W, DISTANCE 134.82 FEET,
 THENCE N 20°46'09"E, DISTANCE 413.38 FEET,
 THENCE S 35°48'58"E, DISTANCE 97.43 FEET,
 THENCE S 36°45'10"E, DISTANCE 30.07 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A CENTRAL ANGLE 98°26'52", A RADIUS OF 109.84 FEET, A CHORD BEARING OF S 10°54'14"W, A CHORD DISTANCE 183.83 FEET, THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE 184.90 FEET,
 THENCE S 37°19'13"E, DISTANCE 116.37 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL.

CONTAINING 1.37 ACRES, MORE OR LESS,
 SURVEYED BY INA'BA'INC. ON APRIL 07, 2015.

SURVEYORS CERTIFICATE

I, RONALD E. STOLL, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM STANDARDS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



RM & Stoll
 RONALD E. STOLL, LS 11758

EXP: 06/30/2015

CHINLE VALLEY IHS HOUSING TRACT INDIAN ROUTE 102 1ST STREET & HOUSE UNIT #68

1.37 & 0.29 ± ACRE(S)

NAVAJO NATION TRUST LAND DISTRICT #10
 SW 1/4 OF SECTION 16, T3N, R10W, NSBM
 CHINLE CHAPTER, APACHE COUNTY
 ARIZONA

4801 N. BUTLER AVE.
 SUITE 1101
 FARMINGTON, NM 87401
 PH. (505) 327-1072
 FAX (505) 327-1517

1 of 1

Exhibit No. 2



CHINLE INDIAN HEALTH SERVICE
RV PARK & UNIT #68
CHINLE, ARIZONA

LEGEND

- HORIZONTAL & VERTICAL CONTROL
- EXISTING ELECTRIC
- EXISTING WATERLINE
- EXISTING SEWER
- EXISTING GAS
- PROPERTY BOUNDARY
- - - FENCE UNDER RIGHT OF WAY LINE



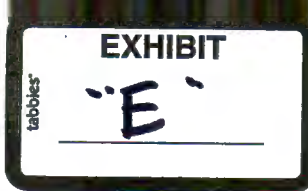
NOTES

1. FLIGHT DATE: APRIL 1, 2015
2. THE LOCATION OF THE EXISTING BELOW GRADE UTILITIES ON THE PROPERTY ARE BASED ON OBSERVED SURFACE EVIDENCE & UTILITY MAPS. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED BY IINA BA, INC.



4801 N. BUTLER AVE
SUITE 1101
FARMINGTON, NM 87401

PH (505) 327-1072
FAX (505) 327-1517

Document No. 007033Date Issued: 11/17/2016**EXECUTIVE OFFICIAL REVIEW**Title of Document: USPHS, Chinle Staff Housing Lease Contact Name: BIA, KAYLA L.Program/Division: DIVISION OF NATURAL RESOURCESEmail: klbia@frontier.com Phone Number: 928/871-6447☐ **Business Site Lease** Sufficient Insufficient

- | | | | |
|---|-------------|---|---|
| 1. Division: _____ | Date: _____ | □ | □ |
| 2. Office of the Controller: _____ | Date: _____ | □ | □ |
| (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: _____ | □ | □ |

☐ **Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions**

- | | | | |
|--|-------------|---|---|
| 1. Division: _____ | Date: _____ | □ | □ |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

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

- | | | | |
|---|-------------|---|---|
| 1. Office of Management and Budget: _____ | Date: _____ | □ | □ |
| 2. Office of the Controller: _____ | Date: _____ | □ | □ |
| 3. Office of the Attorney General: _____ | Date: _____ | □ | □ |

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

- | | | | |
|--|-------------|---|---|
| 1. NNEPA: _____ | Date: _____ | □ | □ |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **Lease Purchase Agreements**

- | | | | |
|--|-------------|---|---|
| 1. Office of the Controller: _____ | Date: _____ | □ | □ |
| (recommendation only) | | | |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **Grant Applications**

- | | | | |
|---|-------------|---|---|
| 1. Office of Management and Budget: _____ | Date: _____ | □ | □ |
| 2. Office of the Controller: _____ | Date: _____ | □ | □ |
| 3. Office of the Attorney General: _____ | Date: _____ | □ | □ |

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

- | | | | |
|--|-------------|---|---|
| 1. Division: _____ | Date: _____ | □ | □ |
| 2. Office of the Attorney General: _____ | Date: _____ | □ | □ |

☐ **Relinquishment of Navajo Membership**

- | | | | |
|--|-------------|---|---|
| 1. Land Department: _____ | Date: _____ | □ | □ |
| 2. Elections: _____ | Date: _____ | □ | □ |
| 3. Office of the Attorney General: _____ | Date: _____ | □ | □ |

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

Sufficient Insufficient

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

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

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

☒ **Rights of Way**

1. NLD _____ Date: 11/17/14 ☒ ☐
2. F&W _____ Date: _____ ☐ ☐
3. HPD _____ Date: _____ ☐ ☐
4. Minerals _____ Date: _____ ☐ ☐
5. NNEPA _____ Date: _____ ☐ ☐
6. Office of the Attorney General: (ic) VP Blackhat _____ Date: 7/20/17 ☒ ☐
7. OPVP _____ Date: _____ ☐ ☐

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

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

☐ **Assignment of Mineral Lease**

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

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

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

☐ **OTHER:**

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



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ	
2/22/17	01140am
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	007033
SAS #:	
UNIT:	Nrw

☐ RESUBMITTAL

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

CLIENT TO COMPLETE			
DATE OF REQUEST:	2/22/2017	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447	E-MAIL:	michellehoskie@frontier.com
TITLE OF DOCUMENT: USPHS CHINLE STAFF HOUSING LEASE			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT: 2/22/17 1:15pm		REVIEWING ATTORNEY/ADVOCATE: Irvin Chee	
DATE TIME OUT OF UNIT: 7.21.17 @ 9am			
DOJ ATTORNEY / ADVOCATE COMMENTS			
-The Four USPHS <u>LEASES</u> are legally sufficient.			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Irvin Chee	7-20-17	V. Blunkhart	7/20/17 4:30pm
DOJ Secretary Called: Michelle		for Document Pick Up on 7.21.17 at 8:30am	By: J
PICKED UP BY: (Print)		DATE / TIME:	

NNDOJ/DRRF-July 2013

COMPLETED

Navajo Land Title Data System (NLTDs)
Navajo Land Title, Navajo Land Title Data System - Windowrock AZ:
Document Information

Document Information

Document Name: 002_C012_00007033.zip
Revision:
Version: 1
Document Desc:
Document Author: Kayla Bia NLD (Navajo Land Title Data System - Windowrock AZ)
Document Status: Sufficient
DocumentType: 164 Review Process
Effective Date: 22-Feb-2017
Expires: Never
Uploaded from:
 Navajo Land Title Data System (NLTDs) Phase 1: Plan for Quality Management System
 Step 935: 002_C012_00007033
 Task 1: Upload and Manage Documents
Size: 2100 KB
Date Uploaded: 17-Nov-2016
Maintained by: Project Management Team

No Document Distribution Locations

Table 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. No technical comments.	1.	24-Jan-2017
Frederick Sherman EPA (Navajo Land Title Data System - Windowrock AZ)	Solid Waste - Reviewer	Navajo Nation Environmental Protection Agency	Approved	<i>no comments</i>	<i>No Reply</i>	20-Jan-2017
Glenna Lee EPA (Navajo Land Title Data System - Windowrock AZ)	Pesticides - Reviewer	Navajo Nation Environmental Protection Agency	Approved	<i>no comments</i>	<i>No Reply</i>	19-Jan-2017
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	<i>no comments</i>	<i>No Reply</i>	24-Jan-2017
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. BRCF attached.	1.	17-Nov-2016
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Chinle Areas are CONTAMINATED, see memo. After clarification via e-mail 1/18/2017 with Ms. Elaine Yazzie specifying the proper location (adjacent to housing at the current IHS location in Chinle), NNEPA LSTP has no known issues of contamination.	1.	18-Jan-2017
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. CONDITIONAL: 4 parcels equal 1 common plan of development. Requires coverage under federal Construction General Permit for storm water discharges. A Notice of Intent (NOI) submitted 14 days prior to earthmoving. A Storm Water Pollution Prevention Plan developed prior to NOI submission.	1.	17-Jan-2017
Richard Carlton MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. I discovered how to access the "erased" project and bring up the voting page. slp	1.	25-Jan-2017
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	1. Where is HHPD review? Otherwise, appears to be sufficient.	1.	21-Nov-2016
Tennille Begay EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	<i>no comments</i>	<i>No Reply</i>	25-Jan-2017
Volanda Barney EPA (Navajo Land Title Data System - Windowrock AZ)	Public Water System Supervision Program	Navajo Nation Environmental Protection Agency	Approved	<i>no comments</i>	<i>No Reply</i>	23-Jan-2017

Table 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. Robert Allan remarked that HHPD review was not completed. Like Robert, I do not see HHPD review either. I contact the GLDD staff and Stevie Hudson confirmed that HHPD has reviewed and approved this Lease application. Ms. Hudson provided a screen shot of her system showing that HHPD had reviewed and approved.	1.	09-Feb-2017
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. 2-01-17	1.	01-Feb-2017
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. Minerals Department was informed by Project Review Office that our review is not necessary on USPHS projects. slp	1.	25-Jan-2017
Tamara Billie HPD (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	<i>no comments</i>	<i>No Reply</i>	01-Feb-2017
W. Mike Halona (Navajo Land Title Data System - Windowrock AZ)	Manager III Navajo Land Department	NLD Administration	Approved	<i>no comments</i>	<i>No Reply</i>	27-Jan-2017



ENVIRONMENTAL PROTECTION AGENCY
WASTE REGULATORY COMPLIANCE DEPARTMENT
P.O. BOX 3089, WINDOW ROCK, NAVAJO NATION, AZ 86515
TEL (928) 871-7993 ~ FAX: (928)871-7783



MEMORANDUM

To : NLTDS

From :

Pam Maples

Electronically Signed

Pam Maples, Environmental Specialist
NNEPA Waste Regulatory Compliance Department
Leaking Storage Tank Program

Date : December 28, 2016

Subject: NLTDS Insufficient Memo for 002_C012_00007033_zip_12_12_11

Chinle

a, the top map

I see that the existing housing underlies the project property. How were those houses heated? Are there underground storage tanks for heating oil beneath the ground? If so, these will have to come out and the requisite sampling conducted.

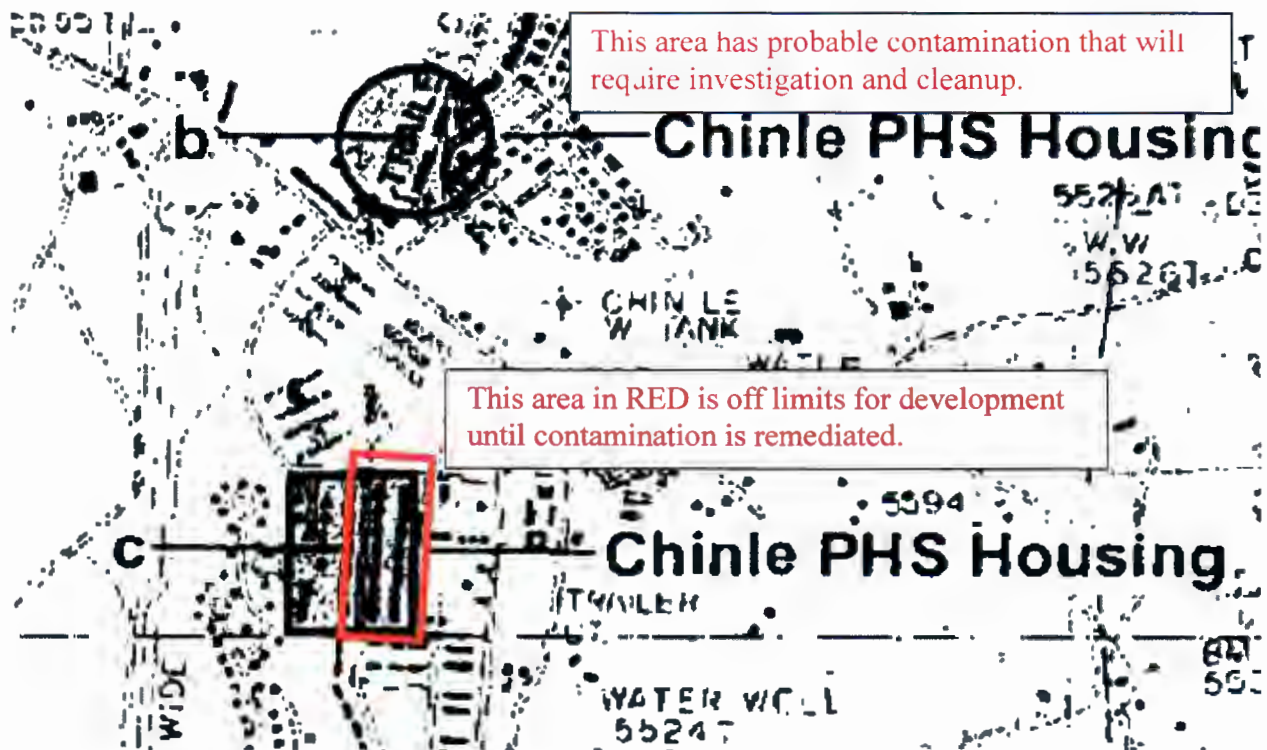
b, the middle map

The Former BIA Chinle Heating Plant had soil contamination but was remediated to the fullest extent possible and received a No Further Action letter dated 1/15/2015. However, other housing in the area may have subsurface heating oil tanks which will need to be investigated and remediated if found to be present.

c, the bottom map

This area is a RED FLAG NO!

The former BIA housing (Center Point UTM: 12 S 629854.37 m E 4001337.15 m N) had heating oil tanks subsurface and the soil is heavily contaminated. This is the area on page 43 of the cultural and environmental survey report marked
Chinle PHS Housing image below:



It is likely that the housing adjacent to the former BIA housing strip also has heating oil tanks subsurface. In order to protect human health and the environment, Navajo Nation EPA can not allow construction at this site until all contamination has been investigated and remediated.

Tsaile

No Issue

Rock Point

No Issue

Many Farms

No Issue

Piñon

The UTM plots into the center of the high school track. The map shows the location elsewhere. No Issue either location.

Rough Rock

No Issue

Dinnebito Clinic

UTM Coordinates plot nowhere near any road.

No way to assess issues of storage Tanks with unknown location.




THE NAVAJO NATION

RECEIVED
JONATHAN NEZ

MEMORANDUM

TO: Navajo Land Department Staff
Division of Natural Resources

FROM: 
W. Mike Halona, Department Manager III
Navajo Land Department
DIVISION OF NATURAL RESOURCES

DATE: October 1, 2016

SUBJECT: STANDING DELEGATION OF AUTHORITY FOR FY-2017

Please be advised the personnel listed below, will be delegated for the Navajo Land Department in my absence, from the office as follows:

1. Immanuel Harlan Charley, Senior Programs & Projects Specialist
1. Everytt Begay, GIS Supervisor
2. Elerina Yazzie, Program Manager I
3. Howard Draper, Program & Projects Specialist

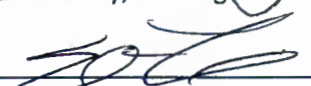
The purpose of the delegated authority serves for these individuals to review, direct and sign administrative documents and supervise staff. Please follow chain of command. However, these individuals will not sign documents that require my individual attention.

Your cooperation is appreciated and expected. If you have any questions, please contact me at (928) 871-6440, thank you.

ACKNOWLEDGEMENT:


I. Harlan Charley, Sr. Programs & Projects Specialist


Everytt Begay, GIS Supervisor


Elerina Yazzie, Program Manager I
Specialist


Howard Draper, Programs & Projects

DISTRIBUTION(S)

Xc: Bidtah Becker, Executive Division Director, DNR
DNR Chrono/file



ENVIRONMENTAL PROTECTION AGENCY
WASTE REGULATORY COMPLIANCE DEPARTMENT
P.O. BOX 3089, WINDOW ROCK, NAVAJO NATION, AZ 86515
TEL (928) 871-7993 ~ FAX: (928)871-7783



MEMORANDUM

To : NLTDS

From :  Electronically Signed
Pam Maples, Environmental Specialist
NNEPA Waste Regulatory Compliance Department
Leaking Storage Tank Program

Date : December 28, 2016

Subject: NLTDS Insufficient Memo for 002_C012_00007033_zip_12_12_11

Chinle

a, the top map

I see that the existing housing underlies the project property. How were those houses heated? Are there underground storage tanks for heating oil beneath the ground? If so, these will have to come out and the requisite sampling conducted.

b, the middle map

The Former BIA Chinle Heating Plant had soil contamination but was remediated to the fullest extent possible and received a No Further Action letter dated 1/15/2015. However, other housing in the area may have subsurface heating oil tanks which will need to be investigated and remediated if found to be present.

c, the bottom map

This area is a RED FLAG NO!

The former BIA housing (Center Point UTM: 12 S 629854.37 m E 4001337.15 m N) had heating oil tanks subsurface and the soil is heavily contaminated. This is the area on page 43 of the cultural and environmental survey report marked
Chinle PHS Housing image below:

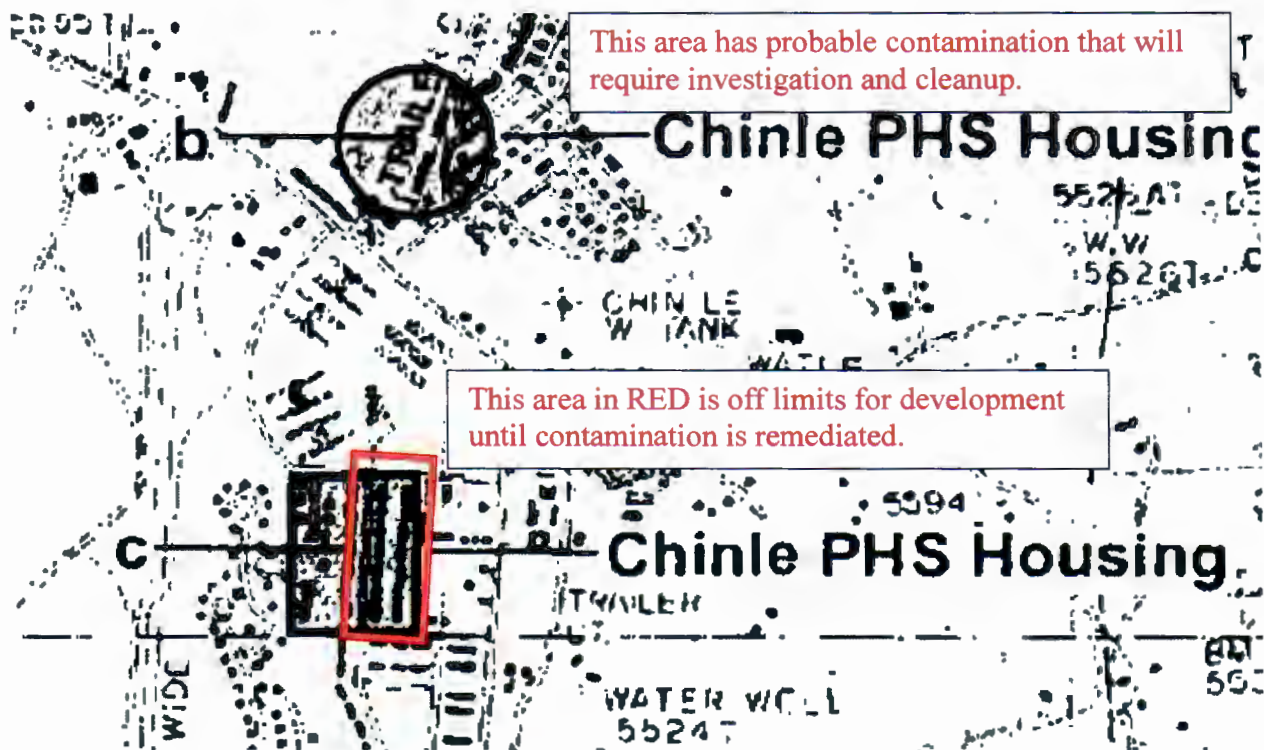
Michelle Hoskie

From: Walker, Erika L. (IHS/NAV) <Erika.Walker@ihs.gov>
Sent: Wednesday, January 18, 2017 10:24 AM
To: 'MichelleHoskie' (michellehoskie@frontier.com); steviehudson@frontier.com; elerina_yazzie@frontier.com
Subject: Chinle proposed site for Lease

Attached is a map showing the Proposed site in which our lease is for and the site that is on the map Pam Maples sent. The site she has is the old PHS Housing site and we are aware that it is contaminated.







It is likely that the housing adjacent to the former BIA housing strip also has heating oil tanks subsurface. In order to protect human health and the environment, Navajo Nation EPA can not allow construction at this site until all contamination has been investigated and remediated.

Tsaile

No Issue

Rock Point

No Issue

Many Farms

No Issue

Piñon

The UTM plots into the center of the high school track. The map shows the location elsewhere.

No Issue either location.

Rough Rock

No Issue

Dinnebito Clinic

UTM Coordinates plot nowhere near any road.

No way to assess issues of storage Tanks with unknown location.



Navajo Area
Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515-9020

October 4, 2016

Mr. Arbin Mitchell, Chief of Staff
Office of the President/Vice President
The Navajo Nation
P.O. Box 9000
Window Rock, Arizona 86515

Dear Mr. Mitchell:

On August 24, 2016 CAPT Brian Johnson, Acting Area Director, Navajo Area Indian Health Service (NAIHS) and CDR Candace Tsingine, Acting Director, Division of Facilities Management & Engineering, NAIHS, met with the Honorable Navajo Nation President Russell Begaye and Vice-President Jonathan Nez regarding multiple issues including Notices of Funds Availability (NOFA) for the Gallup Indian Medical Center Emergency Department Renovation and Expansion project and the Chinle and Crownpoint Apartment Building and Fire Protection Water Tank projects. During the course of the meeting CAPT Johnson and CDR Tsingine discussed challenges associated with securing official land leases for existing tribal trust property which IHS presently occupies under land withdrawal procedures initiated years ago. In response to this discussion, President Begaye and Vice-President Nez recommended IHS work with Staff Assistant Ms. Yvonne Kee-Billison and Navajo Nation Tribal Attorney Ms. Karis Begaye to expedite the lease packages for these two existing sites to allow the apartment complex construction to proceed without delay.

Therefore, in follow up with this recommendation, we respectfully request your assistance and support in processing the attached lease packages for Chinle and Crownpoint Apartment Building and Fire Protection Water Tank projects. If you have any questions or comments, please do not hesitate to contact Ms. Erika Walker, Realty Specialist, NAIHS, Division of Facility Management and Engineering, at (928) 871-1347, or myself at (928) 871-1451.

Sincerely,

Brian Johnson, Acting Area Director
Navajo Area Indian Health Service

Attachments: 2-Chinle and Crownpoint IHS Lease packages

cc: Yvonne Billison, Executive Staff Assistant, OPVP, TNN
Mark Freeland, Executive Staff Assistant, OPVP, TNN





Navajo Area
Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515-9020

October 4, 2016

Mr. Mike Halona, Department Manager III
Navajo Land Department
P.O. Box 2249
Window Rock, Arizona 86515

Dear Mr. Halona:

This letter will serve as formal lease applications for **four** separate sites for the Indian Health Service (IHS) that currently houses the Chinle Medical Center and three Staff Housing tracts in Chinle, Apache County, Arizona. The four parcels of land are located and described in the following areas:

1. Chinle IHS Medical Center: South half (S ½) of Section 24 and North half (N ½) of Section 25, Township 32 North, Range 25 East, Gila & Salt River Meridian encompassing approximately 113.65 acres.
2. Chinle Valley IHS Housing Tract-Hopi Drive: Southwest quarter (SW ¼) OF Section 16, Township 5 North, Range 10 West, Navajo Special Base Meridian & the Southwest Quarter (SW ¼) OF Section 28, Township 32 North, Range 26 East, Gila & Salt River Meridian encompassing approximately 2.54 acres.
3. Chinle IHS Housing Unit #68: Southwest Quarter (SW ¼) OF Section 16, Township 5 North, Range 10 West, Navajo Special Base Meridian encompassing approximately 0.29 acres.
4. Chinle IHS Housing Tract-Route 102 & First Street: Southwest Quarter (SW ¼) OF Section 16, Township 5 North, Range 10 West, Navajo special Base Meridian encompassing approximately 1.37 acres.

The Navajo Area Indian Health Service (NAIHS) is submitting this formal lease application as per Navajo Leasing Act, Business Leasing Regulations, and as the Designation Holder, will ensure all regulations of the leasing process is adhered to.

Attached for your review are the Advisory Committee and Chapter Resolutions, Archaeological Clearance, Environmental Assessment and a map with a centerline description of the surveyed areas.

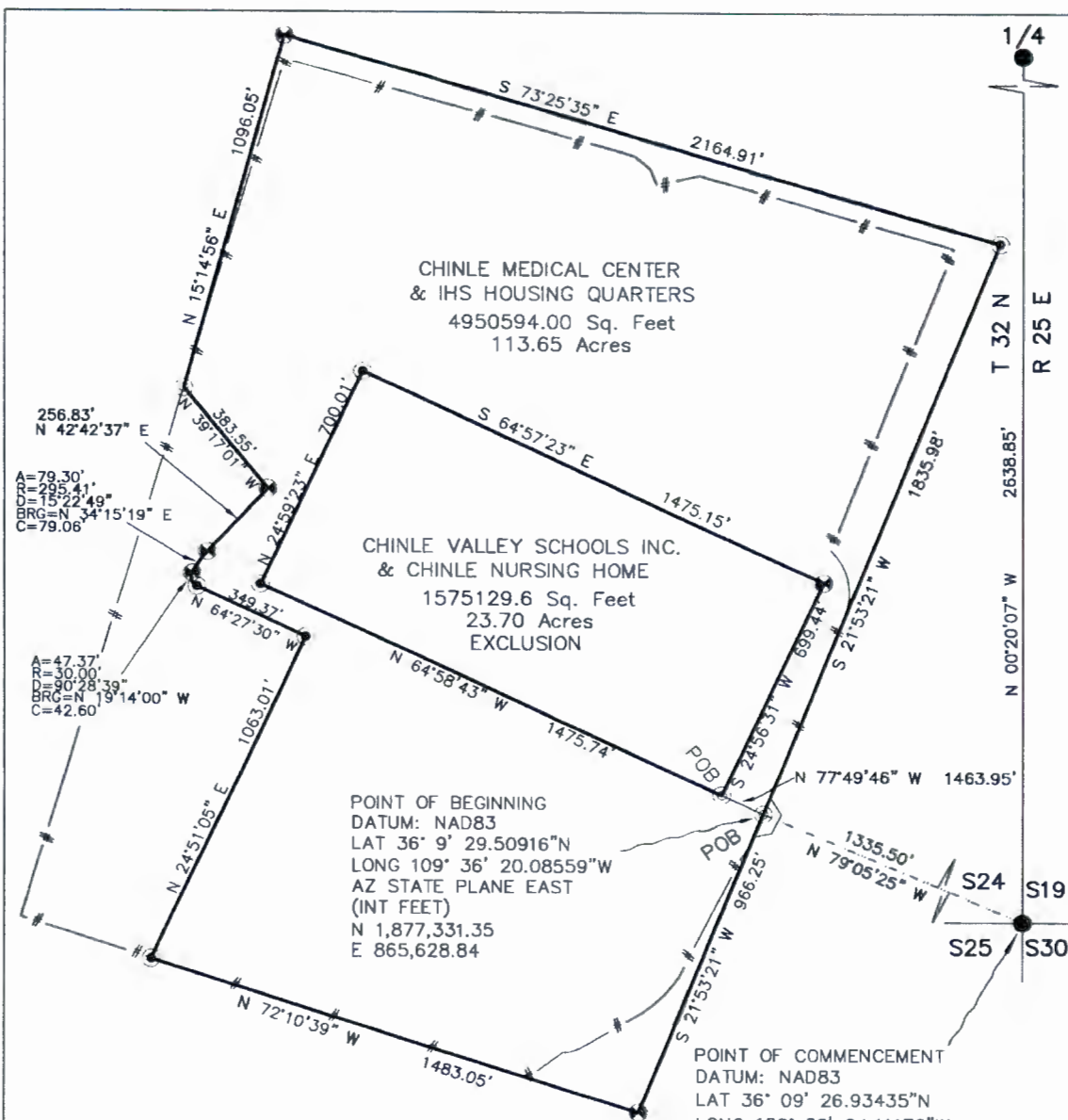
Your attention to expedite our request will be sincerely appreciated. If you need additional information, you can contact Erika Walker, Realty Specialist at 928-871-1347.

Sincerely,

A handwritten signature in cursive script that reads "Brian Johnson". The signature is written in black ink and is positioned above the printed name.

Brian Johnson., Acting Area Director
Navajo Area Indian Health Service

cc: Brian Johnson, Director, Office of Environmental Health & Engineering, NAIHS
Candace Tsingine, Acting Director, Division of Facilities Management, OEHE, NAIHS
Erika Walker, Realty Specialist, Division of Facilities Management, OEHE, NAIHS
Project File



NOTES

- THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT.
- BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS.
- THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY.
- ALL FOUND MONUMENTS WERE ACCEPTED.
- ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE GRID.
- AREA: SUBJECT PROPERTY CONTAINS 113.65 ± ACRES EXCLUDING 23.70 ± ACRES
- SEC 25 T32N R25E G&SRM CONTAINS 14.78 ± ACRES
- SEC 24 T32N R25E G&SRM CONTAINS 75.17 ± ACRES

SURVEYORS CERTIFICATE

I, RONALD E. STOLL, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM STANDARDS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

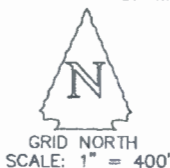
LEGEND

- FOUND BLM CADASTRAL BRASS CAP, 1991
- ⊕ FOUND B.I.A. R.O.W. BRASS CAP
- ⊗ FOUND 5/8" REBAR, ALUM CAP 22278
- ⊙ SET 5/8" REBAR, LS 11758
- ⊙ FOUND/SET PK NAIL



RM & Stoll
RONALD E. STOLL, LS 11758

EXP: 06/30/2016



CHINLE MEDICAL INDIAN CENTER (IHS) & HOUSING QUARTERS		JOB #
89.95 ± ACRE(S)		Drawn By: LMA
NAVAJO NATION TRUST LAND DISTRICT #10		Checked By: RES
S 1/2 OF SEC. 24 & N 1/2 OF SEC 25		Date: 13 APR 2015
T32N, R25E, G&SRM		Scale: 1"=400'
CHINLE, APACHE COUNTY, ARIZONA		Color: Vert. N/A
		Sheet Number 1 of 2

iiiná bá
4801 N. BUTLER AVE.
SUITE 1101 PH. (505) 327-1072
FARMINGTON, NM 87401 FAX (505) 327-1517

LEGAL DESCRIPTIONS

CHINLE INDIAN MEDICAL CENTER

A PARCEL OF LAND IS SITUATED IN THE SOUTH SOUTH HALF (S 1/2) OF SECTION 24 & NORTH HALF (N 1/2) OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 25 EAST, GILA & SALT RIVER MERIDIAN, IN THE VICINITY OF CHINLE CHAPTER, APACHE COUNTY, STATE OF ARIZONA , ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST (SE) CORNER OF SAID SECTION 24, T32N, R25E, G&SRM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY BRASS CAP DATED "1991" FOUND:

THENCE N 79°05'25"W, DISTANCE 1,335.50 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,
THENCE S 21°53'21"W, DISTANCE 966.25 FEET,
THENCE N 72°10'39"W, DISTANCE 1,483.05 FEET,
THENCE N 24°51'05"E, DISTANCE 1,063.01 FEET,
THENCE N 64°27'30"W, DISTANCE 349.37 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A CENTRAL ANGLE 90°28'39", A RADIUS OF 30.00 FEET, A CHORD BEARING OF N 19°14'00"W, A CHORD DISTANCE 42.60 FEET,
THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE 47.37 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A CENTRAL ANGLE 15°22'49", A RADIUS OF 295.41 FEET, A CHORD BEARING OF N 34°15'19"E, A CHORD DISTANCE 79.06 FEET,
THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE 79.30 FEET,
THENCE N 42°42'37"E, DISTANCE 256.83 FEET,
THENCE N 39°17'01"W, DISTANCE 383.55 FEET,
THENCE N 15°14'56"E, DISTANCE 1,096.05 FEET,
THENCE S 73°25'35"E, DISTANCE 2,164.91 FEET,
THENCE S 21°53'21"W, DISTANCE 1,835.98 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,

CONTAINING 113.65 ACRES, MORE OR LESS, EXCLUDING CHINLE VALLEY SCHOOLS INC & CHINLE NURSING HOME TRACT(23.70 ACRES MORE OR LESS) TOTALING 89.95 ACRES MORE OR LESS.

SURVEYED BY IINA'BA'INC. ON APRIL 13, 2015.

CHINLE VALLEY SCHOOLS INC & CHINLE NURSING HOME TRACT(EXCLUSION)

A PARCEL OF LAND IS SITUATED IN THE SOUTH HALF (S 1/2) OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 25 EAST, GILA & SALT RIVER MERIDIAN, IN THE VICINITY OF CHINLE CHAPTER, APACHE COUNTY, STATE OF ARIZONA , ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST (SE) CORNER OF SAID SECTION 24, T32N, R25E, G&SRM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY BRASS CAP DATED "1991" FOUND:

THENCE N 77°49'46"W, DISTANCE 1,463.95 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,
THENCE N 64°58'43"W, DISTANCE 1,475.74 FEET,
THENCE N 24°59'23"E, DISTANCE 700.01 FEET,
THENCE S 64°57'23"E, DISTANCE 1,475.15 FEET,
THENCE S 24°56'31"W, DISTANCE 699.44 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL.

CONTAINING 23.70 ACRES, MORE OR LESS
SURVEYED BY IINA'BA'INC. ON APRIL 13, 2015.

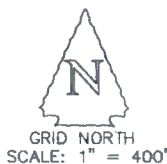
SURVEYORS CERTIFICATE


I, RONALD E. STOLL, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM STANDARDS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



RM & Stoll
RONALD E. STOLL, LS 11758

EXP: 06/30/2016



CHINLE MEDICAL INDIAN CENTER (IHS) & HOUSING QUARTERS	
 4801 N. BUTLER AVE. SUITE 1101 FARMINGTON, NM 87401 PH. (505) 327-1072 FAX (505) 327-1517	<p>89.95 ± ACRE(S)</p> <p>NAVAJO NATION TRUST LAND DISTRICT #10 S 1/2 OF SEC. 24 & N 1/2 OF SEC 25 T32N, R25E, G&SRM CHINLE, APACHE COUNTY, ARIZONA</p>

DESIGNED BY: LMA	DATE: 13 APR 2015
CHECKED BY: RES	DATE: 13 APR 2015
SCALE: 1" = 400'	VERT. N/A
SHEET NUMBER:	2 of 2

*AL

POINT OF BEGINNING
DATUM: NAD83
LAT 36° 08' 57.527"N
LONG 109° 33' 27.995"W
AZ STATE PLANE EAST
(INT FEET)
N 1,874,182.41
E 879,760.35

POINT OF COMMENCEMENT
DATUM: NAD83
LAT 36° 08' 56.948"N
LONG 109° 32' 39.672"W
AZ STATE PLANE EAST
(INT FEET)
N 1,874,149.06
E 883,723.57

T05N R10W

NAVAJO SPECIAL BASE MERIDIAN (N.S.B.M.)

T05N

R10W

S16

S15

S22

N.S.B.M.

GILA & SALT RIVER MERIDIAN (G.S.R.M.)

DATUM: NAD83
LAT 36° 08' 57.020"N
LONG 109° 33' 11.874"W
AZ STATE PLANE EAST ZONE
(INT FEET)
N 1,874,135.75
E 881,080.95

LEGAL DESCRIPTION

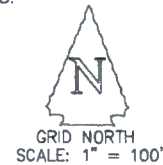
THE PARCEL IS SITUATED IN SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, T05N, R10W, NAVAJO SPECIAL BASE MERIDIAN & SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 32 NORTH, RANGE 26 EAST, GILA & SALT RIVER MERIDIAN, IN THE VICINITY OF CHINLE CHAPTER, APACHE COUNTY, STATE OF ARIZONA, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 16, T05N, R10W, NSBM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY BRASS CAP DATED "1992" FOUND:

THENCE N 89°34'20"W, DISTANCE 3,965.10 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,
THENCE S 03°33'05"W, DISTANCE 102.98 FEET,
THENCE S 86°28'58"E, DISTANCE 108.85 FEET,
THENCE S 03°45'15"W, DISTANCE 451.52 FEET,
THENCE N 86°18'14"W, DISTANCE 154.61 FEET,
THENCE N 03°05'17"E, DISTANCE 204.94 FEET,
THENCE N 59°15'32"W, DISTANCE 120.36 FEET,
THENCE N 02°43'14"E, DISTANCE 291.29 FEET,
THENCE S 87°27'53"E, DISTANCE 160.32 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,

CONTAINING 2.54 ACRES, MORE OR LESS,
(0.20 ACRES, MORE OR LESS IN SECTION 16, T05N, R10W, NSBM & 2.34 ACRES, MORE OR LESS IN SECTION 28, T32N, R26E, G&SRM).

SURVEY BY IINA BA INC. APRIL 07, 2015.



NOTES

1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT.
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS.
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY.
4. ALL FOUND MONUMENTS WERE ACCEPTED.
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE GRID.
6. AREA: PARCEL IN T05N R10W NSBM IS 0.20 ± ACRES
6. AREA: PARCEL IN T32N R26E G&SRM IS 2.34 ± ACRES

LEGEND

- FOUND BLM CADASTRAL BRASS CAP
- ⊙ FOUND B.I.A. R.O.W. BRASS CAP
- ⊙ FOUND 5/8" REBAR, NO TAG
- ⊙ SET 5/8" REBAR, LS 11758
- ⊙ NOTHING SET, CORNER POSITION FALLS IN FENCE POST

SURVEYORS CERTIFICATE

I, RONALD E. STOLL, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM STANDARDS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RM & Stoll
RONALD E. STOLL, LS 11758

iina ba
4801 N. BUTLER AVE.
SUITE 1101
FARMINGTON, NM 87401 FAX (505) 327-1517
PH. (505) 327-1072

CHINLE VALLEY IHS HOUSING TRACT - HOPI DRIVE
2.54 ± ACRE(S)
DISTRICT #10 NAVAJO TRUST LAND
SW 1/4 OF SECTION 16, T05N, R10W, NSBM
SW 1/4 OF SECTION 28, T32N, R26E, G&SRM
CHINLE CHAPTER, APACHE COUNTY,
ARIZONA

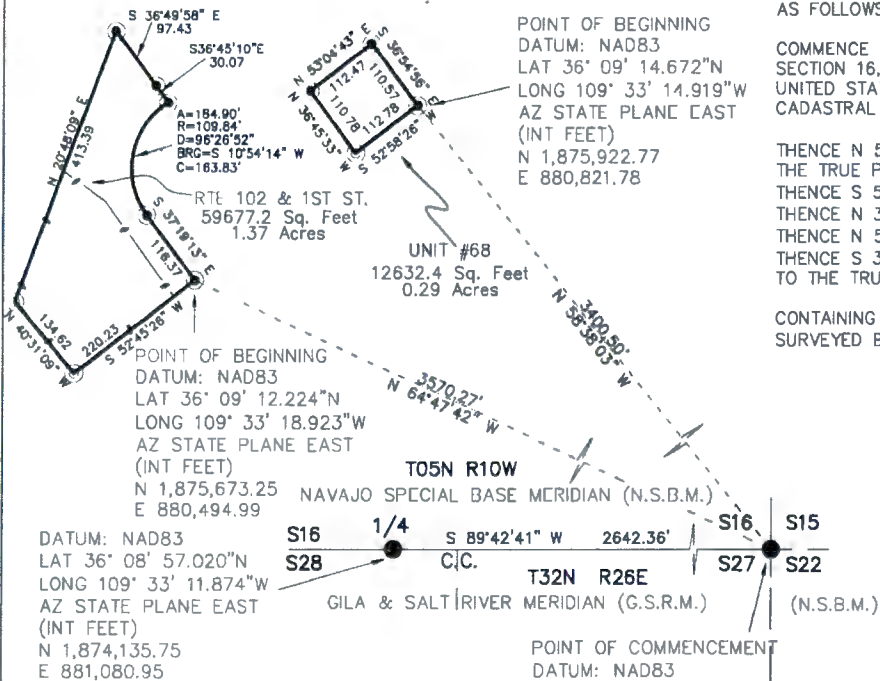
DESIGNED BY LMA
DRAWN BY LMA
CHECKED BY RES
DATE: 03 AUG 2015
SCALE: 1"=100'
REVISION: N/A
SHEET NUMBER:
1 of 1

EXP: 06/30/2016

*TC

NOTES

1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT.
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS.
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY.
4. ALL FOUND MONUMENTS WERE ACCEPTED.
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE IN GRID.
6. AREA: SUBJECT PROPERTIES CONTAIN 1.37 ± ACRES & 0.29 ± ACRES



LEGEND

- FOUND BLM CADASTRAL BRASS CAP, 1992
- ⊙ FOUND B.I.A. R.O.W. BRASS CAP
- ⊙ FOUND 5/8" REBAR, NO TAG
- ⊙ SET 5/8" REBAR, LS 11758
- ⊙ NOTHING SET, CORNER POSITION FALLS IN FENCE POST

LEGAL DESCRIPTION

HOUSE UNIT #68

A PARCEL OF LAND IS SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 05 NORTH, RANGE 10 WEST, NAVAJO SPECIAL BASE MERIDIAN, IN THE VICINITY OF CHINLE CHAPTER, APACHE COUNTY, STATE OF ARIZONA, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 16, T05N, R10W, NSBM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY BRASS CAP DATED "1992" FOUND:

THENCE N 58°38'03"W, DISTANCE 3,400.50 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,
 THENCE S 52°58'26"W, DISTANCE 112.78 FEET,
 THENCE N 36°45'33"W, DISTANCE 110.78 FEET,
 THENCE N 53°04'43"E, DISTANCE 112.47 FEET,
 THENCE S 36°54'56"E, DISTANCE 110.57 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,

CONTAINING 0.29 ACRES, MORE OR LESS,
 SURVEYED BY IINA'BA'INC. ON APRIL 07, 2015.



RM & Stoll
 RONALD E. STOLL, LS 11758

EXP: 06/30/2016

LEGAL DESCRIPTION

ROUTE 102 & FIRST STREET

A PARCEL OF LAND IS SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 05 NORTH, RANGE 10 WEST, NAVAJO SPECIAL BASE MERIDIAN, IN THE VICINITY OF CHINLE CHAPTER, APACHE COUNTY, STATE OF ARIZONA, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 16, T05N, R10W, NSBM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY BRASS CAP DATED "1992" FOUND:

THENCE N 64°47'42"W, DISTANCE 3,570.27 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,
 THENCE S 52°45'26"W, DISTANCE 220.23 FEET,
 THENCE N 40°31'09"W, DISTANCE 134.62 FEET,
 THENCE N 20°48'09"E, DISTANCE 413.39 FEET,
 THENCE S 36°49'58"E, DISTANCE 97.43 FEET,
 THENCE S 36°45'10"E, DISTANCE 30.07 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A CENTRAL ANGLE 96°26'52", A RADIUS OF 109.84 FEET, A CHORD BEARING OF S 10°54'14"W, A CHORD DISTANCE 163.83 FEET,
 THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE 184.90 FEET,
 THENCE S 37°19'13"E, DISTANCE 116.37 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,

CONTAINING 1.37 ACRES, MORE OR LESS,
 SURVEYED BY IINA'BA'INC. ON APRIL 07, 2015.

SURVEYORS CERTIFICATE

I, RONALD E. STOLL, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM STANDARDS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHINLE VALLEY IHS HOUSING TRACT INDIAN ROUTE 102 1ST STREET & HOUSE UNIT #68		
1.37 & 0.29 ± ACRE(S)		DESIGNED BY: DSB
 4801 N. BUTLER AVE. SUITE 1101 FARMINGTON, NM 87401 PH. (505) 327-1072 FAX (505) 327-1517		DRAWN BY: DSB
		CHECKED BY: RLS
		DATE: 03 AUG 2015
		SHEET: 1" = 200'
NAVAJO NATION TRUST LAND DISTRICT #10 SW 1/4 OF SECTION 16, T5N, R10W, NSBM CHINLE CHAPTER, APACHE COUNTY ARIZONA		SHEET NUMBER: 1 of 1

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

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

PROJECT NAME & NO.: Navajo Area Indian Health Service - Chinle Service Unit Lease Renewals

DESCRIPTION: The NAIHS proposes lease renewals for the following Chinle Service Unit facilities:

Chinle Comprehensive Health Center and Quarters

Chinle Quarters downtown

Chinle Quarters by old BIA quarters

Many Farms Dental Clinic and OEHE Building and Quarters

Tsaile Health Center and Quarter

Rock Point Health Station

Pinon Health Center and Quarters

LOCATION: Chinle Service Unit, Navajo & Apache County, Arizona

REPRESENTATIVE: Erika Walker, Area Realty Management Officer, Navajo Area Indian Health Service

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: Request for review & concurrence/ 09 JUN 2016/Erika Walker

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3 & 4.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/13 JUN 2016

COPIES TO: (add categories as necessary)

☐ _____ ☐ _____

2 NTC § 164 Recommendation:

Signature

Date

☐ Approval

☐ Conditional Approval (with memo)

☐ Disapproval (with memo)

☒ Categorical Exclusion (with request letter)

☐ None (with memo)

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

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

Representative's signature

Date



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Navajo Area Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515

September 10, 2003

Mr. Ronald P. Maldonado, Program Manager
Cultural Resource Compliance Section
Navajo Nation Historic Preservation Department
P.O. Box 4950
Window Rock, Arizona 86515

**RE: *NAIHS Area-Wide Facilities Environmental Survey Assessment
Concurrence of Findings of No Historic Properties Affected***

Dear Mr. Maldonado:

In regards to the above referenced subject, the Navajo Area Indian Health Service (NAIHS) has contracted with Zuni Cultural Resource Enterprise, Inc. (ZCRE) to provide a NAIHS Area Wide Environmental, Biological and Cultural Assessment for all eight (8) NAIHS Service Units properties (see attached assessment). These properties also include satellite day-clinics within their respective service unit areas.

The purpose of the Cultural Resource Assessment was to locate, evaluate, and make recommendations regarding unrecorded cultural resources within the project areas (Service Units), in accordance with the National Historic Preservation Act of 1966, as amended, as well as the Archaeological Resource Protection Act (ARPA) and the American Indian Religious Freedom Act (AIRFA).

Based upon ZCRE findings that included research and onsite field surveys, for the undertaking that includes ongoing renovation of existing facilities and potential future construction of new structures within existing NAIHS property boundaries, a *Determination of No Historic Properties Affected* was rendered. As you are aware, each of the eight (8) service units properties are within an urban area/community that is already disturbed, thus, it can be reasonably determined that there are no remaining significant surface cultural resources present.

Therefore, with the attached report and the above information, the NAIHS respectfully requests a *Concurrence with Findings of No Historic Properties Affected for all eight (8) NAIHS Service Unit Properties and satellite day-clinics as identified.*

Page Two
Letter to Ron Maldonado
September 10, 2003

If you have any questions regarding this matter, please do not hesitate to contact me directly at (928) 871-5808.

Sincerely,



Glenn Tsingine, Staff Civil Engineer/ DFM NEPA Coordinator
Division of Facilities Management
NAIHS

CONCURRENCE:



Ron Maldonado, Program Manager
NNHPD

9-12-03

DATE

Attachment: (1) NAIHS Environmental, Biological and Cultural Resource Assessment



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Navajo Area Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515

September 9, 2003

Ms. Gloria M. Tom, Director
Natural Heritage Program
Navajo Nation Fish and Wildlife Department
P.O. Box 1480
Window Rock, Arizona 86515-1480

RE: NAIHS Area-Wide Facilities Environmental Survey Report
Concurrence for Determination of No Effect

Dear Ms. Tom:

To assist the NAIHS in fulfilling our requirements under the Endangered Species Act, the Navajo Area Indian Health Service (NAIHS) has contracted with Zuni Cultural Resource Enterprise, Inc. (ZCRE) to perform a Biological Assessment on all of the eight (8) existing IHS Service Unit Hospital and Housing Properties in evaluating potential effects of ongoing and continuing Building Renovations and Infrastructure Improvements within these existing properties with respect to Federal and Navajo Nation-Tribal Threatened, Endangered, Proposed or Candidate Species.

Based upon the evaluations provided by ZCRE, it has been determined that there is a ***Determination of No Adverse Effect*** for the species outlined in the report and as coordinated with your office with regards to the proposed action identified above.

We coordinated this effort with Mr. Elmer Clark of your office, and most recently, Ms. Rita Whitehorse-Laden, Navajo Nation Wildlife Biologist. We held meetings and preliminary reviews and have incorporated any comments received into this assessment report.

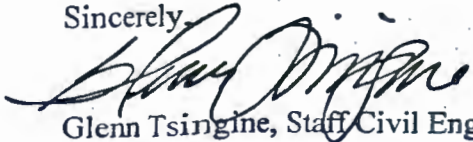
Therefore, we formally request that your respective department accept this report and provide a ***Concurrence of No effect*** at the below space. We also are enclosing the Area wide Environmental, Biological and Cultural Assessment report for your records.

Page Two
Letter to Ms. Gloria Tom
September 9, 2003

If you have any questions regarding this request, please do not hesitate to contact me directly at (928) 871-5808.

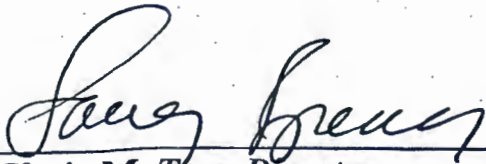
Thank you for your valued assistance.

Sincerely,



Glenn Tsingine, Staff Civil Engineer
NEPA Coordinator
Division of Facilities Management
NAIHS

Concurrence of No Effect:



Gloria M. Tom, Director
Navajo Nation Fish and Wildlife

Date: 9-18-03

Enclosure (1) NAIHS Area-Wide Environmental, Biological and Cultural Resource Assessment