

LEGISLATIVE SUMMARY SHEET

Tracking No. 0331-18

DATE: September 27, 2018

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING LEASE FOR HARLEY JAMES AND NATALIE JAMES, D.B.A. CHURCH OF ALL NATIONS FOR 3.28 ACRES, MORE OR LESS, OF NAVAJO NATION FEE LANDS ON LOT 5, JUNIPER HILL SUBDIVISION, GAMERCO, NEW MEXICO

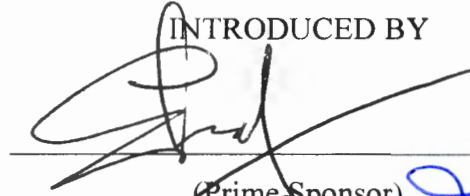
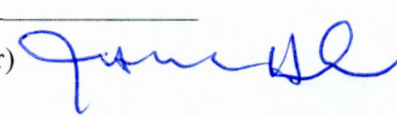
PURPOSE: The purpose of the resolution is to approve a Lease between the Navajo Nation and Harley James, Pastor, and Natalie James, d.b.a. Church of LL Nations for 3.28 acres, more or less of Navajo Nation Fee Lands in Gamerco, New Mexico.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: 10/13/2018
Website Posting Time/Date: 4:28pm 10/8/18
Posting End Date: 10/13/2018
Eligible for Action: 10/14/2018

PROPOSED STANDING COMMITTEE RESOLUTION
23rd NAVAJO NATION COUNCIL -- Fourth Year, 2018

INTRODUCED BY


(Prime Sponsor) 

TRACKING NO. 0331-18

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING LEASE FOR
HARLEY JAMES AND NATALIE JAMES, D.B.A. CHURCH OF ALL NATIONS
FOR 3.28 ACRES, MORE OR LESS, OF NAVAJO NATION FEE LANDS ON LOT
5, JUNIPER HILL SUBDIVISION, GAMERCO, NEW MEXICO

BE IT ENACTED:

Section One. Authority

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 500(A).
- B. The Resources and Development Committee of the Navajo Nation Council has authority to give final approval of all land withdrawals, non-mineral leases, permits, licenses, rights-of-way, surface easements and bonding requirements on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations. 2 N.N.C. § 501 (B)(2).

Section Two. Findings

- A. Harley James, Pastor, and Natalie James, d.b.a. Church of All Nations, Farmington, New Mexico, has submitted a request for a lease to occupy 3.28 acres, more or less, on Navajo Nation Fee Lands. Harley and Natalie James' letters requesting the property are attached as **Exhibit 3**. The proposed Lease is attached hereto as **Exhibit 1**.

- 1 B. The description of the site of 3.28 acres, more or less, is described in **Exhibit 2**.
2 C. The Procurement Clearance is attached as **Exhibit 4**.
3 D. The Lease for Harley James, Pastor, and Natalie James, d.b.a. Church of All
4 Nations' use of 3.28 acres, more or less, in the Gamerco, New Mexico has
5 completed an Executive Official Review with various Departments and
6 Programs providing approval and supplemental comments. Executive Official
7 Review Document No. 008851 is attached hereto as **Exhibit 5**.
8

9 **Section Three. Approval:**

- 10 A. The Resources and Development Committee of the Navajo Nation Council
11 hereby approves a Lease for Harley James, Pastor, and Natalie James, d.b.a.
12 Church of All Nation, for 3.28 acres, more or less, of Navajo Nation Fee Lands
13 in Gamerco, New Mexico. The location is more particularly described in
14 **Exhibit 2**.
15 B. The Navajo Nation hereby approves the Lease subject to, but not limited to the
16 Terms and Conditions in the Lease attached hereto as **Exhibit 1**.
17 C. The Navajo Nation hereby authorizes the President of the Navajo Nation to
18 execute any and all documents necessary to implement the intent and purpose of
19 this resolution.
20
21
22
23
24
25
26
27
28
29
30

LEASE AGREEMENT



THIS LEASE AGREEMENT ("Lease Agreement") dated as of the 1st day of June 2017, made by and between THE NAVAJO NATION ("Lessor") and Harley James, Pastor, and Natalie James, his lawful wife, d.b.a. CHURCH OF ALL NATIONS ("Lessee"). Lessor's authority for entering into this Lease Agreement is set forth in 2 N.N.C. § 501 (B) (2) (Resolution CJA-03-13; 2013), 16 N.N.C. § 602 (1995), and 25 U.S.C.A. § 635 (b) (Pub. L. 86-505; Westlaw 2017); the foregoing authorities shall also include any amendments thereto relative to leases of Navajo Nation fee lands.

1. FUNDAMENTAL TERMS AND ATTACHMENTS.

- a) Fundamental Terms. The following is a summary schedule of certain fundamental terms of this Lease Agreement.

- | | | |
|------|---------------------|---|
| (i) | Lessor:
Address: | The Navajo Nation
Navajo Land Department
P. O. Box 9000
Window Rock, Arizona 86515 |
| (ii) | Lessee:
Address: | Pastor Harley James and Natalie James, his
wife, d.b.a. Church of All Nations
Attn: Mr. Harley James
2707 East 18 th Street |

Farmington, NM 87402

- (iii) Effective Date: The effective date of this agreement shall begin on June 1, 2017, and end on May 31, 2022.
- (iv) Rent: One Thousand Three Hundred Dollars (\$1,300.00) per Month, per Lease Year; Lessee shall be responsible for the payment of all taxes, fees, assessments, or other charges for use of the Property, whether those expenses are required by the State of New Mexico, County of McKinley, the City of Gallup, or any subdivision thereof. Lessee shall also be responsible for the payment of expenses incurred by Lessee for Property maintenance, repair, and replacement expenses or obligations.
- (v) Term: Five (5) Lease Years.
- (vi) Extension: Lessee shall have an option to extend the Lease for an additional period of five (5) years. Said option shall be exercised in

writing by Lessee eight (8) months prior to expiration of the primary Term of this Lease Agreement. Lessee shall exercise this Lease Extension Option by written notice timely delivered to Lessor.

(vii) Lease Year: Shall be defined as that twelve (12) month period during the Term or any Extension commencing on the Commencement Date or the anniversary thereof, as may be applicable.

b) Exhibits. The following exhibits are attached hereto and, by this reference, incorporated herein:

Exhibit A - Legal Description of the Property

2. DESCRIPTION OF PROPERTY. In consideration of the mutual covenants contained herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property, composed of 3.28 acres, more or less, of Navajo Nation fee land, commonly known as "Lot 5, Juniper Hills Light Industrial Subdivision and Warehouse" located near the City of Gallup, in McKinley County, State of New Mexico, and more particularly described in Exhibit A, which is attached hereto and made a part hereof by this reference (the "Land"), together with (i) all buildings and improvements located on the Land (including, without limitation, all water wells, pumping plants, related storage facilities, pipelines and other appurtenances thereto (collectively, the "Water Wells"), if any; and (ii) all rights, easements and appurtenances belonging or appertaining to the Land or improvements thereon (the property and rights described in (i) and (ii) are collectively called the "Property").

a. Notwithstanding the foregoing, Lessor expressly reserves for itself, and its successors and assigns, the right to prospect for, drill for, produce, mine, extract, remove, process, refine and store oil, gas, sand and gravel, and/or other minerals of whatever kind and character in, on, or under the Land, together with the right to conduct seismic and other exploratory work in connection therewith, as well as to construct, install, operate, maintain and/or remove whatever facilities are reasonably related to the aforementioned activities. Notwithstanding the foregoing, in any Event of Force Majeure, as hereinafter defined, shall prevent Lessee from economically utilizing the Property, Lessee shall have the right to terminate this Lease Agreement, thereby wholly discharging Lessee from all obligations hereunder, other than those liabilities and obligations for which survival is expressly provided for hereunder.

3. TERM. The Term shall commence on June 1, 2017 (the "Commencement Date"), and shall expire on May 31, 2022; provided, however, Lessee may earlier terminate this Lease Agreement subject to and in accordance with the provisions of this section. To exercise such early termination right, Lessee must deliver written notice to Lessor of Lessee's election to terminate this Lease Agreement on or before the date that is twelve (12) months prior to the date of early termination. As used hereunder, the term "Term" means the initial term of this Lease Agreement, as specified in the Fundamental Terms

above and, if applicable, any exercised extension period then in effect. Lessee shall have the option to receive an extension of this Lease agreement for an additional period of five (5) years at the conclusion of the Term upon the same terms and conditions as the initial term. Such extension may be exercised at the option of the Lessee provided that Lessee is in good standing at the conclusion of the Term and provides Lessor timely notice of its desire for such extension eight (8) months in advance of the expiration of the Term of this Lease agreement.

4. EXTENSIONS. Provided Lessee is not then in material, uncured default hereunder and has provided Lessor with written notice that Lessee desires an extension of the Lease eight (8) months in advance of the end of the Term of the Lease, the Term of this Lease Agreement may be extended for one (1) additional period of five (5) years commencing at midnight on the date on which the Term expires (the "Extension"). The Extension will be on the same terms, covenants, and conditions as in this Lease Agreement.

5. RENT. From and after the Commencement Date, during the Term, Lessee agrees to pay Rent to Lessor in monthly installments per year the amount set forth in Section 1 (a) (iv). Lessee shall pay the Rent to Lessor in equal monthly installments.

6. REAL ESTATE TAXES. Lessor shall timely pay directly to the applicable taxing authority any and all real estate taxes and assessments lawfully imposed on the Property ("Real Estate Taxes") during the Term.

7. INSURANCE.

- a. Public Liability Insurance. At all times during the Term, Lessee shall carry a public liability insurance policy in the amount of \$500,000.00 for personal injury, death or property damage to one person and \$1,000,000.00 per occurrence. Said policy shall be obtained from a reliable insurance company licensed to do business in the State of New Mexico and shall be written jointly to protect Lessee and Lessor, shall provide notification to Lessor prior to any cancellation or nonrenewal of said policy for any reason, including non-payment of premiums. A copy of said policy shall be delivered to Lessor promptly after request therefor.
- b. Fire and Damage Insurance. At all times during the Term, Lessee shall carry fire and casualty insurance covering not less than the full replacement value of all improvements located on the Property. Said policy shall be obtained from a reliable insurance company licensed to do business in the State of New Mexico and shall be written jointly to protect Lessee and Lessor, shall provide notification to Lessor prior to any cancellation or non-renewal of said policy for any reason, including non-payment of premiums. A copy of said policy shall be delivered to Lessor promptly after request therefor.

8. LESSOR'S RESERVATION OF RIGHT OF ENTRY. The Lessor reserves the right, upon reasonable notice to Lessee, to allow other valid business entities to enter the leasehold premises to explore, investigate, survey, or make assessments or evaluations concerning commercial uses of the Property. Written notice shall be provided to Lessee prior to entry onto the premises by Navajo Nation Licensees. Notice shall consist of a letter of authorization together with verbal confirmation by Lessor. Provided further, that Lessor shall have the absolute right to develop parcels of the Property in Lessor's sole and absolute discretion for any commercial purpose.

9. PROPERTY LEASED "AS-IS". Lessee has examined and knows the condition of the Property and the improvements thereon and accepts the same AS-IS. Other than as expressly provided herein, Lessor has made no representations prior to or at the time of execution of this Lease Agreement. Lessee hereby represents that it has not relied on any representations or warranties of Lessor, but instead, has relied solely on Lessee's independent investigation and judgment.

10. USE AND MAINTENANCE. This Lease Agreement grants to Lessee the right to use the Property for the purpose of conducting church services, classes to implement Alcoholics Anonymous program, fund raising activities appropriate for community churches, foundation classes for "Word of God" program, children's church program, and summer church camp meetings for these purposes only and shall not be construed as conveying any other interest in the Property. Furthermore, with respect to use and maintenance of the Property, Lessor and Lessee hereby agree as follows:

- (a) Lessee agrees to use the Property for the above-stated and associated purposes only.
- (b) Lessor and Lessee agree that Lessee shall be responsible for any necessary repairs to the Property. Additionally, Lessee agrees to pay all bills for utilities, propane, electricity (or alternative energy source) used in the operation of the Property and the purposes stated herein.
- (c) Lessor may grant credit for rent paid against Lessee's lease rental payment obligations for any approved capital improvement expenses paid by Lessee, which should have been paid by Lessor. The Navajo Land Department shall be responsible for granting approval of this credit for capital improvement made in-lieu of rent paid by Lessee, based upon an application made by Lessee supported by appropriate receipts.

11. LESSEE'S WARRANTY. Lessee holds, in good standing, an Ordained Certificate from the Word of God Life Christian Center, Farmington, New Mexico, and is fully authorized to conduct church services and programs in the Christian Faith. Lessee covenants that he will maintain the aforementioned certification in good standing through-out the term of this lease.

12. MECHANIC'S LIENS. Lessee shall keep the Property free and clear of all mechanics liens and other liens on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall indemnify, defend with counsel reasonably acceptable to Lessor, and hold Lessor harmless against liability, loss, damages, costs, and all other expenses, including reasonable attorneys' fees, on account of such claims of lien. Lessee shall promptly upon such lien being filed, pay the same or procure a bond so as to cause the lien to be removed from the Property to the extent that such is required by applicable laws.

13. LESSOR ASSIGNMENT. Lessor shall have the right to transfer, assign, and convey, in whole or in part, any or all of the right, title, and interest in the Property, provided such transferee, assignee, or grantee shall be bound by the terms, covenants, and agreements herein contained, and shall expressly assume and agree to perform the covenants and agreements of Lessor herein contained. In the event of any such assignment and assumption of this Lease Agreement, Lessee will attorn to the transferee of or successor to Lessor's interest in this Lease Agreement and recognize such transferee or successor as lessor under this Lease Agreement.

14. LESSEE ASSIGNMENT AND SUBLETTING. With the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, Lessee may make or allow any assignment or transfer, by operation of law or otherwise, of any part of Lessee's interest in this Lease Agreement.

15. LESSEE'S DEFAULT. Should Lessee (i) default in any payment of monies required to be paid by Lessee hereunder, (ii) fail to perform any material covenant provided for hereunder, (iii) fail to post bond as required hereunder, or (iv) be adjudicated as a debtor under any insolvency or bankruptcy act, and if any such failure(s) shall continue uncured for thirty (30) days following written notice thereof by Lessor to Lessee (during which thirty (30) day period Lessee shall have the right to cure such failure), then, in that event, Lessor may, by Written notice to Lessee at any time on or before the doing of any act or the commencement of any proceedings, elect to either:

- (a) Collect, by suit or otherwise, all monies due and payable hereunder, or enforce, by suit or otherwise, Lessee's compliance with any other applicable provision of this Lease Agreement; or
- (b) Re-enter the Property and remove all persons and property therefrom, including the property belonging to any authorized sublessees or personal property of Lessee, and either (i) re-let the Property without terminating this Lease Agreement, as the agent for, and for the account of, Lessee, but without prejudice to Lessor's right to subsequently terminate the Lease Agreement. Terms and conditions of any such reletting shall be at the reasonable discretion of Lessor and rents from any such reletting shall be applied first to Lessor's reasonable expenses incurred in connection with the re-letting (including, by way of example, reasonable brokerage commissions, reasonable alterations and repairs, and reasonable attorneys' fees), and thereafter, toward the payment of all amounts due to Lessor; provided, however, Lessee shall remain liable for the equivalent of the amount of all Rent reserved herein

less the receipts of re-letting, if any, and such amount shall be due and payable to Lessor as damages or Rent, as the case may be, on the successive days Rent is otherwise due under this Lease Agreement, and Lessor may recover such amount periodically on such successive days; or (ii) terminate this Lease Agreement at any time and even though Lessor has previously exercised its rights as outlined in clause (i) above; provided, however, Lessor's election to exercise the remedy provided for in this clause (ii) shall exclude Lessor's recourse to any other remedy available at law or in equity.

Except as expressly set forth in this Lease Agreement, no waiver of a breach of any of the covenants contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same (or any other) covenant, nor shall any assent or indulgence, express or implied, to any breach of any of the covenants contained in this Lease Agreement be deemed a waiver of any succeeding breach of the same (or any other) covenant.

Notwithstanding anything to the contrary contained in this Lease Agreement, with respect to any remedy exercised by Lessor in the event of a Lessee breach hereunder, Lessor shall have an affirmative obligation to mitigate its damages. If Lessor shall elect to terminate this Lease Agreement, all rights and obligations of Lessee relating to the unexpired portion of this Lease Agreement shall cease.

16. EMINENT DOMAIN. If at any time during the Term, the Property (or any part thereof) is taken or condemned under the laws of eminent domain, then, in that event, the leasehold estate of Lessee in said Property (or relevant portion thereof) shall forthwith cease and terminate. Any and all compensation awarded by reason of the taking of such Property (or relevant portion thereof), or injury to any buildings or improvements located thereon, shall be awarded to Lessor and Lessee as their interests therein appear at the time of such taking. The Rent payable by Lessee to Lessor following any such taking shall be reduced in proportion to the reduced carrying capacity of the Property resulting from such taking.

17. NOTICES. All notices, demands, requests, or other communications to or upon either party provided for in this Lease Agreement, or given or made in connection with this Lease Agreement, shall be in writing and shall be addressed as follows:

To or Upon Lessor:

Attn: Department Manager III
Navajo Land Department
The Navajo Nation
P.O. Box 2249
Window Rock, Navajo Nation, Arizona 86515
Telephone: (928) 871-6401
Facsimile: (928) 871-7039

With A Copy To:

Attn: Executive Director

Division of Natural Resources
The Navajo Nation
P.O. Box 9000
Window Rock, Navajo Nation, Arizona 86515
Telephone: (928) 871-6592
Facsimile: (928) 871-7040

To or Upon Lessee:

Attn: Mr. Harley James
Mr. Harley James and Mrs. Natalie James,
d.b.a. Church of All Nations
2707 East 18th Street
Farmington, NM 87402
Telephone: (505) 635-7968

All notices shall be given by personal delivery, by registered or certified mail (postage prepaid), by facsimile transmission or by telegram. Notices given in conformity with the terms hereof shall be effective and shall be deemed delivered when received. Lessor and Lessee may at any time during the Term change its address by providing notice to the other party in conformity with the terms hereof. Lessee shall provide any notices of changes of address to the above-stated addresses.

18. **HAZARDOUS SUBSTANCES**

(a) **Lessor's Representations and Warranties.** Lessor represents and warrants to Lessee that:

- (i) Lessor acknowledges that all activities with respect to hazardous substances are subject to the regulations as applied under, and as defined by Environmental Law, including the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*, or other applicable federal laws or regulations (collectively, "Hazardous Substances") and those of the State of New Mexico and its subdivisions, as applicable.
- (ii) Lessor has not received and is not aware of any notification from any federal, state, county or city agency or authority relating to Hazardous Substances, in, on, under, or adjacent to the Property.

(b) **Lessee's Hazardous Substances Representations and Warranties.** Lessee represents and warrants to Lessor that Lessee shall not cause any Hazardous Substances to be used, stored, generated, released, or disposed of on or in the Property or the State Lands in violation of Environmental Law without first obtaining the written consent of Lessor.

19. FORCE MAJEURE. If either party hereto is delayed or interrupted in or prevented from the performance of such party's obligations hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, inclement weather, governmental laws or regulations, casualty, orders or directives of any legislative, administrative, or judicial body or any governmental department, inability to obtain any governmental licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions, or authorities) (all or any of the foregoing being an "Event of Force Majeure"), such party shall not be liable to the other party therefor, and the time for the performance of such party's obligations shall be extended for a period equal to the duration of the contingency that occasioned the delay, interruption, or prevention.

20. INSPECTION AND RIGHT OF ENTRY. Lessor and its authorized representatives may at all reasonable times and upon reasonable notice to Lessee enter the Property to: (i) inspect the Property; (ii) show the Property to prospective purchasers and mortgagees and, during the last nine months of the Term, prospective Lessees; (iii) post notices of non-responsibility or other protective notices available under applicable law; or (iv) exercise and perform Lessor's rights and obligations under this Lease Agreement, including, without limitation, all those activities listed in Section 2(a). Lessor may, in the event of any emergency, enter the Property without notice to Lessee. All of the foregoing activities shall be undertaken by Lessor at its sole cost and expense.

21. HOLDING OVER. Holding over by Lessee following the expiration or earlier termination of this Lease Agreement shall not constitute a renewal or extension, nor shall such holding over grant to Lessee any additional rights not otherwise granted to Lessee pursuant to the terms and conditions of this Lease Agreement, except as otherwise provided by applicable law.

22. SURRENDER OF PROPERTY. Lessee will peaceably surrender the Property to Lessor at the expiration or earlier termination of this Lease Agreement in substantially the same order, condition, and repair as delivered to Lessee, reasonable wear and tear excepted.

23. APPLICABLE LAW. This Lease Agreement shall be construed in accordance with applicable Federal laws, and, to the extent not in conflict therewith, in accordance with the internal laws of the State of New Mexico; provided, however that the foregoing shall in no event subject Lessor to the jurisdiction of the state courts of the State of New Mexico.

24. LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR PURPOSES OF AN ARBITRATION DECISION. For the limited purpose of an arbitration decision under this Agreement, and subject to the terms of paragraphs 26, 27, 28, and 29, Lessor consents and agrees to a limited waiver of its sovereign immunity from suit and consents to be sued on an arbitration award within the limits of existing Navajo Nation law. The Navajo Nation, Lessor, represents that this limited waiver of sovereign immunity has been duly approved by the Navajo Nation's Tribal Council, as authorized by the Arbitration and Sovereign Immunity

Acts of the Navajo Nation. The Navajo Nation, Lessor, is not waiving its right to assert the defense of sovereign immunity except as expressly set forth, referred to, and provided for, in this Agreement. The Parties agree that this section provides a limited waiver of sovereign immunity solely for the purpose of enforcing an arbitration decision rendered under this Agreement and for no other purpose.

25. DISPUTE RESOLUTION. In the event of a dispute, claim or controversy (“Dispute”) arising out of or related to this Agreement, the Parties agree that it is in their mutual best interest to meet as promptly as possible for the purpose of informally resolving said Dispute. In the event the Parties cannot resolve their Dispute informally after attempting to work in good faith, the Parties hereto agree to abide by arbitration as set forth below and that an order compelling arbitration or a judgment enforcing the arbitration award shall be the only relief of any kind provided by the State or Tribal court.

26. ARBITRATION. If a party in good faith concludes that a Dispute arising out of or related to this Agreement is not likely to be resolved by informal dispute resolution then, upon notice by that Party to the other, said Dispute shall be finally and exclusively settled by submission of such Dispute to the American Arbitration Association (“AAA”) under its then prevailing procedural rules contained in the AAA’s Commercial Arbitration Rules to the extent that such rules shall not be interpreted to diminish, limit, or void any limited waiver of sovereign immunity set forth in this Agreement or to increase the enforcement rights of the Parties. Within ten (10) days after the notice of intent to arbitrate, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. The third arbitrator shall be a practicing attorney, actively engaged in the practice of law for at least ten (10) years and a member in good standing of the bar of the State of New Mexico. Alternatively, the third arbitrator may be a retired judge of the federal court or the trial court of the State of New Mexico. At least one of the arbitrators shall be knowledgeable with federal Indian law and one arbitrator shall have AAA-acknowledged expertise in the appropriate subject matter. By agreement of the parties, when the amount in controversy renders the cost of three arbitrators unreasonable, the parties may agree to select a single arbitrator to resolve a dispute. All arbitration proceedings shall be held in Window Rock, Navajo Nation (Arizona), or at such other place as shall be agreed by the Parties.

27. AWARD. The award shall be made within sixty (60) days of the filing of the notice of intent to arbitrate, and the arbitrators shall agree to comply with the schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the majority of the Parties or by the majority of the arbitrators, if necessary. Any award rendered in any such arbitration proceeding shall be final and binding upon all Parties to the proceeding. Any action to enforce the arbitration award must be filed within one hundred and eighty (180) days from the issuance of the award.

28. ENFORCEMENT. Judgement upon any award rendered by the arbitrators against the Nation may be entered in the Nation’s tribal court system (“Tribal Court”) or against the Lessee in the New Mexico State Court System (“Court System”) and interpreted and/or enforced pursuant to the terms of this Agreement, and/or pursuant to the terms of the AAA’s

Commercial Arbitration Rules, and/or pursuant to the terms and provisions of the statutes, rules and regulations governing or providing for interpretation or enforcement of judgments applicable in any State of New Mexico or Navajo Nation court.

29. MISCELLANEOUS.

- (a) Any and all discussions and negotiations between Lessor and Lessee have been merged into this Lease Agreement. No rights are conferred upon either party until each party has executed this Lease Agreement. No representations or agreements by either of the parties (or their agents) made during negotiations occurring prior to the execution of this Lease Agreement, which representations are not contained in this Lease Agreement, shall be binding or enforceable upon either of the parties.
- (b) All terms and words used in this Lease Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease Agreement or any portion of this Lease Agreement may require, the same as if such words had been fully and properly written in the number and gender.
- (c) This Lease Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but such counterparts together shall constitute but one and the same instrument.
- (d) Whenever Lessee may deduct costs from the Rent pursuant to any Section of this Lease Agreement, such Rent may be deducted from the next accruing rental payment(s) due.
- (e) Lessor and Lessee are not and shall not be considered joint ventures' nor partners and neither shall have power to bind or obligate the other except as set forth in this Lease Agreement.
- (f) Any legal proceedings initiated by reason of an alleged default of this Lease Agreement by Lessee must be commenced within one (1) year from the date Lessor received notice of such alleged default.
- (g) If any provision of this Lease Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
- (h) No modification, alteration, or amendment of this Lease Agreement shall be binding unless in writing and executed by both parties hereto.

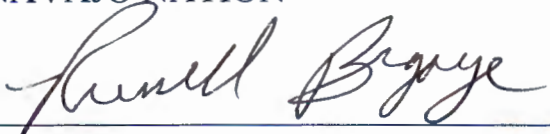
- (i) The headings to the Sections of this Lease Agreement are inserted only as a matter of convenience and for reference, and in no way confine, limit, or proscribe the scope or intent of any Section of this Lease Agreement, nor in any way affect the contents of this Lease Agreement.
- (j) This Lease Agreement shall be binding upon and inure to the benefit of the parties, any sub-lessees, and their heirs, administrators, executors, successors and assigns.
- (k) Time is of the essence in this Lease Agreement and each provision; provided, however, if the final (but not any interim) date of any period set forth herein falls on a Saturday, Sunday, or legal holiday under the laws of the United States of America, the final date of such period shall be extended to the next business day.
- (l) Nothing in this Lease Agreement shall be construed as a waiver of the sovereign immunity by the Navajo Nation, nor shall anything in this Lease Agreement be construed in a manner that would subject Lessee to the jurisdiction of any State of New Mexico Court.
- (m) Lessor and Lessee agree to arbitration for all unresolved disputes that may arise pursuant to this Lease. Such arbitration shall be governed by Paragraphs 26, 27, 28, and 29 above.

[Signatures Appear On Following Page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed as of the date first set forth above.

LESSOR:

THE NAVAJO NATION

By: 

Russell Begaye, President

LESSEE:

Harley James and Natalie James,
d.b.a. CHURCH OF ALL NATIONS

By: 

Harley James, Pastor

By: 

Natalie James, his wife



WARRANTY DEED

LOT 5, Juniper Hills Light Industrial

Subdivision and Warehouse

Gamerco, McKinley County, New Mexico

KNOW ALL MEN BY THESE PRESENTS:

That Mr. Daniel J. Kruis and LuAnn Kruis, Joint Tenants, (hereinafter called GRANTOR) for good and valuable consideration to GRANTOR in hand paid and delivered by the Navajo Nation, a dependant domestic Indian nation (hereinafter called GRANTEE), the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell, and convey unto GRANTEE, its successors and assigns, all the following Lot 5 Juniper Hills Subdivision real property, Warehouse Building, and other improvements situated in the village of Gamerco, County of McKinley, State of New Mexico.

TO WIT:

See Exhibit "A" which is attached hereto and incorporated herein by this reference.

Together with all buildings, structures, pipelines, permanent water wells, water systems, interior fences, and GRANTOR'S interest in boundary fences, and other

DOCH 346968

10/15/2009 09:46 AM Page: 1 of 6
DEED R:\$19.00 J. C. Sloan, McKinley County



J. C. Sloan

To HAVE AND TO HOLD all and singular the said lands and premises, together with the improvements, aforesaid, and the rights and appurtenances, thereunto in anywise belonging, unto the GRANTEE, its successors and assigns, forever; subject to prior conveyances and reservations of the minerals in, on, and under the described lands as shown of record, patent reservation, easements, and rights-of-way of record, and other stated encumbrances, including those dedicated to the county and city for zoning or dedication of subdivision plats and restrictions thereof.

GRANTOR does hereby covenant and agree to and with GRANTEE, its successors and assigns, to warrant and defend the title to the above described real property, unto GRANTEE, its successor and assigns, against all persons lawfully claiming or attempting to claim the same or any part thereof.

Without in anywise limiting or impairing by the following enumeration of the scope and intent of the general description contained in this deed, or the scope and intent of the hereinabove conveyance of the improvements on, or appurtenances to, any of the above described real property, GRANTOR, for the consideration above set forth, hereby remises, releases, and quit claims unto GRANTEE, its successors and assigns, forever, all of GRANTORS right, title, and interest in and to all water, water wells, water rights, and water appropriations, if any, located upon or appurtenant to the above described real property or any part thereof.

DOC# 346968

10/15/2009 09:46 AM Page: 2 of 6
DEED R: \$19.00 J. C. Sloan, McKinley County




TO HAVE AND TO HOLD said water, water wells, water rights, and water appropriations, together with all of the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining, unto GRANTEE, its successors and assigns, forever.

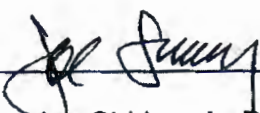
IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on this 15th day of October, 2009.

GRANTOR:

BY: 
Daniel J. Kruis, Joint Tenant

BY: 
LuAnn Kruis, Joint Tenant
23 Tumbleweed Lane
Gamerco, New Mexico 87317

GRANTEE:

By: 
Joe Shirley, Jr, President
THE NAVAJO NATION

DOCH 346968

10/15/2009 09:46 AM Page: 3 of 6
DEED R:\$19.00 J. C. Sloan, McKinley County



CERTIFICATION

STATE OF NEW MEXICO)

) ss.

COUNTY OF MCKINLEY)

On October 15, 2009, before, the undersigned, a Notary Public in and for said State personally appeared Daniel J. Kruis and LuAnn Kruis, as Joint Tenants, personally known to me to be the persons who executed with requisite authority and approval the within Warranty Deed instrument or Joint Tenants of Lot 5, Juniper Hill Subdivision, Gamero, New Mexico respectively, therein named and acknowledged to me.

WITNESS my hand and official seal.

Veronica R. Williams

Notary Public

My Commission Expires:

01-31-2013



OFFICIAL SEAL
VERONICA R. WILLIAMS
NOTARY PUBLIC STATE OF NEW MEXICO
My Commission Expires: 01-31-2013

DOC# 346968

10/15/2009 09:46 AM Page: 4 of 6
DEED R: \$19.00 J. C. Sloan, McKinley County

CERTIFICATION

STATE OF ARIZONA)

) ss.

COUNTY OF APACHE)

On October 14, 2009, before, the undersigned, a Notary Public in and for said State personally appeared Joe Shirley, Jr., as President of the Navajo Nation, personally known to me to be the persons who executed with requisite authority and approval the within Warranty Deed instrument or Joint Tenants of Lot 5, Juniper Hill Subdivision, Gamerco, New Mexico respectively, therein named and acknowledged to me.

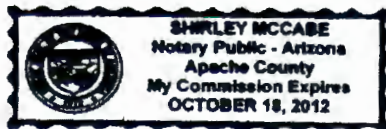
WITNESS my hand and official seal.



Notary Public

My Commission Expires:

10-18-2012



DOC# 346968

10/15/2009 09:46 AM Page: 5 of 6
DEED R:\$19.00 J. C. Sloan, McKinley County


Lot Five (5) in
JUNIPER HILLS LIGHT INDUSTRIAL SUBDIVISION, as the same is shown and designated
on the Plat of said Subdivision filed in the office of the County Clerk of McKinley County, New
Mexico on February 14, 2002 in Plat Cabinet "E", Folio NO. 136.

DOCH 346968

10/15/2009 09:46 AM Page: 6 of 6
DEED R:\$19.00 J. C. Sloan, McKinley County



J. C. Sloan

Property Profile

Account: R300298 Tax Year: 2018 Account Type:
Mill Levy: 32.779000 Version: 08/05/2016 Area ID: 220
Estimated Tax: \$1,355.76 Parcel: 2106092376015 Map Number:
*This mill levy is from the most recent tax roll Status: Active

Name and Address Information

NAVAJO NATION
DIVISION OF NATURAL RESOURCES
P.O. BOX 2249
WINDOW ROCK, AZ 86515-2249

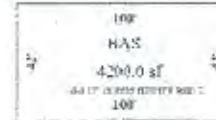
Property Location

SUMMER RIDGE RD
GAMERCO, NM 87301



Legal Description

LOT 5, AMENDED JUNIPER HILLS LIGHT INDUSTRIAL SUB. CONT. 3.08 ACS M/L PLAT
FILED IN BK 17 PG 9944 2/14/02 DOC 346968 10/15/09 PLAT DOC 364291 08/09/13 CODE 2-106-
092-376-015



Assessment Information

2018	Actual	Assessed	Sq Ft	Acres	Taxable
Land	55,440	18,480		3.080	
Improvements	68,644	22,881			
Exempt					
Total	124,084	41,361		3.080	41,361
2017	Actual	Assessed	Sq Ft	Acres	Taxable
Land	55,440	18,480		3.080	
Improvements	68,644	22,881			
Exempt					
Total	124,084	41,361			41,361

User Remarks



August 11, 2016

**Navajo Nation Land Department
PO Box 2249
Window Rock AZ 86515**

RE: Proposal to Lease Navajo Nation Land 6239, 491 North, Gallup NM (Vacant building and land attached thereof)

Offer: \$1300.00 per month

Summary of purpose:

- The facility will be used as a place of worship and fellowship for local Gallup residents and the surrounding areas of all race and nationalities.
- Teach all generations the biblical principles to live in this world today by creating strong family environments and encouraging healthy relationships with and through God and his word (Bible).
- Offer Christian mentoring and ministering for drug and alcohol abuse by utilizing and teaching the 12 step program.
- Offer family and marriage group meetings where adults and children of troubled homes can encourage and uplift one another through testimony of God's word.
- Offer bible studies and in house school at elementary level for children of problem homes.
- Offer refuge and assist with resources for women of domestic violence.



SEP 28 2017
~~RECEIVED~~
REVIEW SECTION
ALDD

Resume:

We, Harley and Natalie James, have been active members of Word of Life Christian Center Farmington, NM for over 15 years and are passionate about sharing the word of God. We have a strong marital relationship and have been together for 20 years, 14 in which we have been married. We moved to Farmington, NM approximately 5 years ago to live closer to our place of worship. We are Godly people and instill our biblical beliefs in our 4 beautiful children, family and friends we may associate with. I, Harley James was born and raised in Sanostee, NM and graduated from Newcomb High School. I, Natalie James was born and raised in Naschitti, NM. We truly feel we have received our calling to share the word of God. We feel very strongly of our morals, values, ideas and teaching of God's word. We desire to assist people and their families through personal testimony of how having God in our lives has helped us. Pending approval from the Navajo Nation, we intend to practice under the Word of Life ministry in our own place of worship welcoming everyone. Currently located at the Red Lion Inn in Gallup, we started with 4 people. Our congregation is growing and has now expanded to 40 within 6 months. We hold classes on Sunday morning and evening and Wednesday evening at 6:00 pm where we continue to share the word of God. Unfortunately, it has become costly to continue to rent. Hence, the purpose of pursuing the assistance from you; the Navajo Nation. We have faith with the blessing of God to prevail and provide a location where we might be available any evening of the week along with providing room for growth. Your deep consideration is greatly appreciated. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Harley James", with a large, stylized flourish extending from the end of the signature.

Harley & Natalie James

505-635-7968

Church of All Nations

Harley & Natalie James
2707 E. 18th St.
Farmington NM 87402
Ph. #505-635-7968
January 4, 2018

The Navajo Nation
Window Rock, AZ 86515



To whom it may concern:

We, Harley and Natalie James have been in the process of starting a church in Gallup NM. We have been having our church services at 1460 W. Maloney Ave. In the conference room at Hampton Inn & Suites in Gallup NM. We have been renting the conference room since June of 2016 for the amount of \$135.39 every Sunday for the church services. The church services start at 11:00 am and end at an estimated time of around 1:30pm. We have a maximum of 30-25 people who attend our services. The amount of people attending will fluctuate depending on people's commitments on Sundays.

We have also been having bible study in the conference room that starts at 5:30pm and ends at 6:30pm just about every Sunday. The amount of people that attend the bible study would be five to ten people every Sunday.

Our church services are limited because of time and noise.

Sincerely,



Harley & Natalie James



THE NAVAJO NATION

RUSSELL BEGAYE
JONATHAN NEZ

EXHIBIT

4

COPY

October 3, 2017

MEMORANDUM

TO: Stevie Rae Hudson, Senior Office Specialist
General Land Development Department
Division of Natural Resources

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

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your request dated October 2, 2017 (*Received in Account Receivable on 10/02/2017 @ 3:00 p.m.*) seeking procurement clearance check on the following individual/ Business is as follows:

Name/ Address	Business Address	A.R. Debt Due	Action
Church of All Nations Location: Gamarco, New Mexico Executive Review Package: 008851	2707 East 18 th Street Farmington, NM 87402	\$ 0.00	Procurement cleared

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

Should you have any questions, please contact Accounts Receivable Section at 871-6770 or 6127. Thank you.

.mj

CC: Accounts Receivable File

Document No. 008851Date Issued: 09/25/2017**EXECUTIVE OFFICIAL REVIEW**Title of Document: Church Of All Nations Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: elerina_yazzie@frontier.com Phone Number: 928/871/6447

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

☐ Land Withdrawal or Relinquishment for Commercial Purposes

Sufficient Insufficient

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

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

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

☐ Rights of Way

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

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

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

☐ Assignment of Mineral Lease

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

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

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

☒ OTHER:

- | | | | | |
|---------------|-----------|-------------------|-------------------------------------|-------------------------------------|
| 1. NLD | _____ | Date: 29 Sept. 17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. DNR | _____ | Date: 9/29/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. OOC | ✓ 10/3/17 | Date: 10/5/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. DOJ - (ic) | _____ | Date: 7/11/18 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. DOJ - | _____ | Date: 8/21/18 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. OPVP | _____ | Date: 8/27/18 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

RPC
Res.?



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
8/16/18 @ 3:35 pm
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 008851#3
SAS #:
UNIT: NRW

☒ RESUBMITTAL
(Oct 2017)

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

CLIENT TO COMPLETE

DATE OF REQUEST: 8/16/18	ENTITY/DIVISION: Division of Natural Resources
CONTACT NAME: Robert O. Allan	DEPARTMENT: Administration
PHONE NUMBER: 928-871-7699	E-MAIL: rdraper@navajonnsn.gov
TITLE OF DOCUMENT: Lease Agreement-Church of All Nations	

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 8.16.18 4pm	REVIEWING ATTORNEY/ADVOCATE: Robert M. 8.27.18
DATE/TIME OUT OF UNIT: 8.21.18 3:35, —	

DOJ ATTORNEY / ADVOCATE COMMENTS

Sufficient

REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
Robert Medina	8/21/18 11:00 AM	V. Blackhat	8/21/18 1:28 pm
DOJ Secretary Called: Steve Chis for Document Pick Up on 8.21.18 at 2:15 By: B			
PICKED UP BY: (PRINT)	DATE / TIME:		

COMPLETED



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

December 02, 2016

MEMORANDUM

TO: **ALL Department Managers**
DIVISION OF NATURAL RESOURCES

FROM: *B. N. Becker*
Bidtah N. Becker, Division Director
Navajo Nation Division of Natural Resources

SUBJECT: **DELEGATION OF AUTHORITY**

Please be advised that in the event that either I, Division Director of the Division of Natural Resources, or Ms. Evangeline Curley-Thomas, Deputy Director, Division of Natural Resources, are not in the office or otherwise unavailable, Mr. Robert O. Allan, Principal Attorney, Division of Natural Resources, shall be delegated authority as the Acting Division Director of the Division of Natural Resources. This is a standing delegation of authority until further notice.

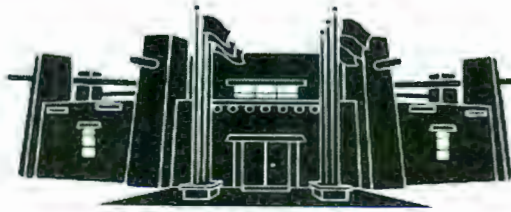
Please cooperate with Mr. Allan in this standing delegation of authority. Should you have any questions, please contact me.

ACKNOWLEDGED:

29
Evangeline Curley-Thomas, Deputy Director
Division of Natural Resources

ACKNOWLEDGED:

Robert O. Allan
Robert O. Allan, Principal Attorney
Division of Natural Resources



MEMORANDUM

TO: Honorable Edmund Yazzie
Churchrock, Iyanbito, Mariano Lake, Pinedale, Smith Lake and Thoreau Chapters

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: September 27, 2018

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING LEASE FOR HARLEY JAMES AND NATALIE JAMES, D.B.A. CHURCH OF ALL NATIONS FOR 3.28 ACRES, MORE OR LESS, OF NAVAJO NATION FEE LANDS ON LOT 5, JUNIPER HILL SUBDIVISION, GAMERCO, NEW MEXICO

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting.

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0331-18_____ SPONSOR: Edmund Yazzie

TITLE: An Action Relating to Resources and Development; Approving Lease of Harley James and Natalie James, D.B.A. Church of all Nations for 3.28 acres, more or less, of Navajo Nation fee lands on lot 5, Juniper Hill Subdivision, Gamarco, New Mexico

Date posted: October 8, 2018 at 4:28pm

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

**Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590**

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0331-18

SPONSOR: Honorable Edmund Yazzie

TITLE: An Action Relating to Resources and Development; Approving Lease of Harley James and Natalie James, D.B.A. Church of all Nations for 3.28 acres, more or less, of Navajo Nation fee lands on lot 5, Juniper Hill Subdivision, Gamerco, New Mexico

Posted: October 08, 2018 at 4:28 PM

5 DAY Comment Period Ended: October 14, 2018

Digital Comments received:

Comments Supporting	<i>1) Orson Livingston 2) Marvelle Dawes 3) Stefanie Dawes</i>
Comments Opposing	<i>None</i>
Inconclusive Comments	<i>1) Tiffany Dawes</i>



**Office Assistant
Office of Legislative Services**

10/15/2018 9:22am
Date/Time

0331-18

tiffany dawes <tiff_15_05@yahoo.com>

tiffany dawes <tiff_15_05@yahoo.com>

To

[Add to Contacts](#)

I'm excited to see this legislation passed. My name is Tiffany Livingston and I am a member of Church of All Nation and it would be a huge blessing to have this building as the place where our church organization is held. Thank you very much.

Tiff_15_05@yahoo.com

[Sent from Yahoo Mail on Android](#)

0331-18

orson livingtston <ojlivingston@yahoo.com>

Sat 10/13/2018 7:01 PM

To: comments <comments@navajo-nsn.gov>;

Hello my name is Orson Livingston and I am a member of church of all nations for the pass 2 yes. I would greatly appreciate this legislation to pass for the church of all nations. To see a vacant building being used as a place for people to come together to counsel and worship together is a blessing.

Thank you.

Ojlivingston@yahoo.com

Sent from Yahoo Mail on Android

10/15/2018

0331-18. - comments

0331-18.

mjdawes2003 <mjdawes2003@yahoo.com>

Sat 10/13/2018 7:47 PM

To: comments <comments@navajo-nsn.gov>;

Hello, I am Marvelle Dawes a member of Church Of All Nation. I would appreciate that the legislation will pass. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

0331-18

Stefanie Dawes <stefanie_d06@yahoo.com>

Sun 10/14/2018 8:33 AM

To: comments <comments@navajo-nsn.gov>;

Hello, my name is Stefanie Dawes. I'm a member with Church of All Nations. I would certainly appreciate that this legislation be passed soon. It would be a great place for our congregation to gather to worship.

Sent from Yahoo Mail on Android

**RESOURCES AND DEVELOPMENT COMMITTEE
23rd NAVAJO NATION COUNCIL**

FOURTH YEAR 2018

COMMITTEE REPORT

Mr. Speaker,

The **RESOURCES AND DEVELOPMENT COMMITTEE** to whom has been assigned:

LEGISLATION #0331-18: AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING LEASE FOR HARLEY JAMES AND NATALIE JAMES, D.B.A. CHURCH OF ALL NATIONS FOR 3.28 ACRES, MORE OR LESS, OF NAVAJO NATION FEE LANDS ON LOT 5, JUNIPER HILL SUBDIVISION, GAMERCO, NEW MEXICO. *Sponsor: Honorable Edmund Yazzie; Co-Sponsor: Honorable Benjamin Bennett*

Has had it under consideration and reports the matter is TABLED until before December 30, 2018 with the following directive to Navajo Nation Land Department:

- (1) Clarification be provided with regards to Exhibit "1", Effective Day. The Lease states the "June 1, 2017" whether the lease will be retroactive to 2017 or whether another date should be provided;
- (2) Clarification be provided with respect to page 2, Paragraph 2 of the Lease, Description of Property, Exhibit A is not attached;
- (3) Clarification of Paragraph 6, Real Estate Taxes with regards to tax payments which conflicts with provisions in the legislation and Lease.

And thereafter the matter was TABLED.

Respectfully submitted,



Alton Joe Shepherd, Chairperson
Resource and Development Committee of
the 23rd Navajo Nation Council

Date: October 31, 2018 - Regular Meeting

Meeting Location: Navajo Nation Council Chambers, Window Rock, Arizona

MAIN MOTION: Jonathan Perry S: Walter Phelps V: (CNV)

YEAS:

NAYS:

EXCUSED:

MOTION TO TABLE with Directives to Navajo Nation Land Department.

TIMEFRAME: Between now and the end of December 2018

Motion: Walter Phelps Second: Davis Filfred Vote: 3-2-1 (CNV)

YEAS: Davis Filfred, Walter Phelps and Jonathan Perry

NAYS: Benjamin Bennett and Leonard Pete

RESOURCES AND DEVELOPMENT COMMITTEE

Regular Meeting

October 31, 2018

ROLL CALL

VOTE TALLY SHEET:

LEGISLATION # 0331-18: AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING LEASE FOR HARLEY JAMES AND NATALIE JAMES, D.B.A. CHURCH OF ALL NATIONS FOR 3.28 ACRES, MORE OR LESS, OF NAVAJO NATION FEE LANDS ON LOT 5, JUNIPER HILL SUBDIVISION, GAMERCO, NEW MEXICO. *Sponsor: Honorable Edmund Yazzie; Co-Sponsor: Honorable Benjamin Bennett*

MAIN MOTION: Jonathan Perry S: Walter Phelps V: (CNV)

YEAS:

NAYS:

EXCUSED:

MOTION TO TABLE with Directives to Navajo Nation Land Department.

TIMEFRAME: Between now and the end of December 2018

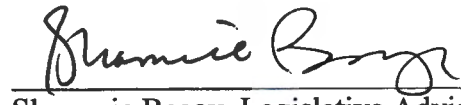
Motion: Walter Phelps **Second:** Davis Filfred **Vote:** 3-2-1 (CNV)

YEAS: Davis Filfred, Walter Phelps and Jonathan Perry

NAYS: Benjamin Bennett and Leonard Pete



Alton Joe Shepherd, Chairperson
Resources and Development Committee



Shammie Begay, Legislative Advisor
Resources and Development Committee

**RESOURCES AND DEVELOPMENT COMMITTEE
23rd NAVAJO NATION COUNCIL**

FOURTH YEAR 2018

COMMITTEE REPORT # 2

Mr. Speaker,

The **RESOURCES AND DEVELOPMENT COMMITTEE** to whom has been assigned:

Legislation # 0331-18: An Action Relating to Resources and Development; Approving Lease of Harley James and Natalie James, D.B.A. Church of All Nations for 3.28 acres, more or less, of Navajo Nation Fee Lands on Lot 5, Juniper Mill Subdivision, Gamarco, New Mexico *Sponsor: Edmund Yazzie; Co-Sponsor: Benjamin Bennett*

Has had it under consideration and reports a DO PASS with the following amendment:
AMENDMENT # 1: Extract Exhibit 1 and replace with new Exhibit 1.

AMENDMENT # 2: Amend Lease Agreement Paragraph 1(a)(iii) be stricken in its entirety and replaced the following language “The term of this lease shall be five (5) years, beginning on the date this lease is approved by the Navajo Nation.”

The Lease Agreement, delete Paragraph 1(a)(v) in its entirety; and thereafter, the following paragraphs be re-numbered accordingly.

The Lease Agreement, first sentence “This Lease Agreement (“Lease Agreement”) dated as of the ~~“1st day of June 2017”~~ be stricken.

Page 2, Term: Delete the following: ~~“The Term shall commence on June 1, 2017 (The “Commencement Date”, and shall expire on May 31, 2022;~~ insert the following language: “The Term of this lease shall be five (5) years, beginning on the date of this lease is approved by the Navajo Nation;”

And thereafter the matter was approved.

Respectfully submitted,



Benjamin Bennett, Honorable Chairperson
Resource and Development Committee of
the 23rd Navajo Nation Council

Date: November 28, 2018 - Regular Meeting

Meeting Location: Navajo Nation Council Chambers, Window Rock, Arizona

October 31, 2018: MAIN MOTION: Jonathan Perry S: Walter Phelps V:
4-0-1(VCNV)**

October 31, 2018:

TABLED: with Directive to General Lease Development Department

M: Walter Phelps

S: Davis Filfred

Vote: 3-2-1 (CNV)

November 28, 2018

Motion for Reconsideration: Alton Joe Shepherd S: Davis Filfred V: 5-0-1(VCNV)

AMENDMENT # 1:

Motion: Alton Joe Shepherd S: Jonathan Perry V: 4-0-1 (VCNV)

YEAS: Davis Filfred, Alton Joe Shepherd, Walter Phelps and Jonathan Perry

NOT VOTING: Leonard Pete (Stepped out of the meeting for a few minutes.)

AMENDMENT # 2:

Motion: Alton Joe Shepherd S: Jonathan Perry V: 4-0-1 (VCNV)

YEAS: Davis Filfred, Alton Joe Shepherd, Walter Phelps and Jonathan Perry

NOT VOTING: Leonard Pete (Stepped out of the meeting for a few minutes.)

****MAIN VOTE: 4-0-1:**

YEAS: Davis Filfred, Alton Joe Shepherd, Walter Phelps and Jonathan Perry

NOT VOTING: Leonard Pete (Stepped out of the meeting for a few minutes.)

RESOURCES AND DEVELOPMENT COMMITTEE
Regular Meeting – November 28, 2018

ROLL CALL
VOTE TALLY SHEET # 2:

Legislation # 0331-18: An Action Relating to Resources and Development; Approving Lease of Harley James and Natalie James, D.B.A. Church of All Nations for 3.28 acres, more or less, of Navajo Nation Fee Lands on Lot 5, Juniper Mill Subdivision, Gamarco, New Mexico *Sponsor: Edmund Yazzie; Co-Sponsor: Benjamin Bennett*

October 31, 2018: **MAIN MOTION:** Jonathan Perry S: Walter Phelps
V: 4-0-1(VCNV)**

October 31, 2018:
TABLED: with Directive to General Lease Development Department
M: Walter Phelps S: Davis Filfred Vote: 3-2-1 (CNV)

November 28, 2018
Motion for Reconsideration: Alton Joe Shepherd S: Davis Filfred V: 5-0-1(VCNV)

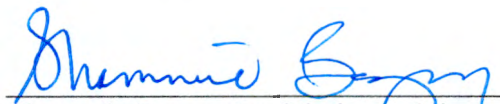
AMENDMENT # 1:
Motion: Alton Joe Shepherd S: Jonathan Perry V: 4-0-1 (VCNV)
YEAS: Davis Filfred, Alton Joe Shepherd, Walter Phelps and Jonathan Perry
NOT VOTING: Leonard Pete (Stepped out of the meeting for a few minutes.)

AMENDMENT # 2:
Motion: Alton Joe Shepherd S: Jonathan Perry V: 4-0-1 (VCNV)
YEAS: Davis Filfred, Alton Joe Shepherd, Walter Phelps and Jonathan Perry
NOT VOTING: Leonard Pete (Stepped out of the meeting for a few minutes.)

****MAIN VOTE rendered on 11/28/18: 4-0-1:**
YEAS: Davis Filfred, Alton Joe Shepherd, Walter Phelps and Jonathan Perry
NOT VOTING: Leonard Pete (Stepped out of the meeting for a few minutes.)



Benjamin Bennett, Presiding Vice-Chairman
Resources and Development Committee



Shammie Begay, Legislative Advisor
Office of Legislative Services