RESOLUTION OF THE RESOURCES AND DEVELOPMENT COMMITTEE 23rd Navajo Nation Council --- Fourth Year, 2018

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING THE ISSUANCE OF LEASE TO THE NAVAJO HOUSING AUTHORITY FOR 2.6300 ACRES, MORE OR LESS, AND RIGHT OF REASONABLE INGRESS AND EGRESS, SUBJECT TO ANY PRIOR, VALID, EXISTING RIGHTS-OF-WAY TO CONSTRUCT, OPERATE AND MAINTAIN AN ADMINISTRATIVE OFFICE AND MAINTENANCE BUILDING IN THE CHINLE CHAPTER VICINITY, NAVAJO NATION

BE IT ENACTED:

SECTION ONE. AUTHORITY

Pursuant 2 N.N.C. § 501 (B) (2). The Resources and Development Committee of the Navajo Nation Council has authority to give final approval of non-mineral leases and surface easements on Navajo Nation lands and unrestricted (fee) land.

SECTION TWO. FINDINGS

- A. The Navajo Housing Authority has requested a lease to use 2.6300 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way. The Navajo Nation and Navajo Housing Authority Lease attached as Exhibit 1. Resolution of the Chinle Chapter and the Chinle Community Land Use Planning Committee supporting the request of the Navajo Housing Authority is attached as Exhibit 2.
- B. The proposed lease site is a tract of land situated within a portion of parcel A-1 of the Bureau of Indian Affairs Administrative Reserve land, and within the southwest quarter of Section 16, Township 5 North, Range 10 West, of the Navajo Special meridian in the vicinity of Chinle, Apache County, Arizona. The location of the site is more particularly described on the map marked Exhibit 3.

- C. The Regional Director, Bureau of Indian Affairs letter dated November 2, 2018 relinquishes the 2.6300 acres of the Bureau of Indian Affairs Administrative Reserve Land in Chinle, Arizona to the Navajo Nation. Regional Director's letter and Navajo Nation acceptance is attached hereto as **Exhibit 4**.
- D. The biological and cultural resources compliance reviews have been completed and are attached hereto and incorporated herein by this reference.

SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Navajo Nation and Navajo Housing Authority Lease for 2.6300 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way of Navajo Nation Trust Lands in the Chinle Chapter vicinity, Navajo Nation, Chinle, Arizona. The location is more particularly described on the survey map attached hereto as **Exhibit 3**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby approve the Navajo Nation and Navajo Housing Authority Lease subject to, but not limited to, the terms and conditions in the Lease attached hereto as Exhibit 1 and made a part hereof.
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement the intent and purpose of this resolution.

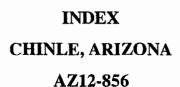
CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 23¹⁴ Navajo Nation Council at a duly called meeting at the Navajo Division 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, and 0 opposed, on this 31st day of December 2018.

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

Motion: Honorable Davis Filfred Second: Honorable Walter Phelps

Chairperson Alton Joe Shepherd not voting.





Chapter Resolution

CHIN-MAR-18-021

Dated: March 19, 2018

CHIN-MAR-18-022

Dated: March 19, 2018

CLUPC-APR-10-18-001 Dated: April 10, 2018 CHIN-APR-18-027

CHIN-APR-18-026

Dated: April 16, 2018

RDC Resolution

Boundary Plat of Relinquishment;

Signed: Anson Carr, Registered Land Surveyor

Dated: April 17, 2018

Exhibit "B"

Exhibit "A"

Proposed Master Lease

Exhibit "C"

Archeological:

CRCF - Addendum 1

Exhibit "D"

Environmental:

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THE NAVAJO NATION and NAVAJO HOUSING AUTHORITY

HOUSING PROJECT MASTER LEASE

(Trust or Restricted Land Only)

Chinle, Arizona AZ12-856

THIS LEASE is made and entered into this _____ day of ______, 20____, by and between THE NAVAJO NATION, hereinafter called the "Lessor," whose address is P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the NAVAJO HOUSING AUTHORITY, a public body established and existing pursuant to the provisions of 6 N.N.C. § 601 et seq., hereinafter called the "Lessee," whose address is P.O. Box 4980, Window Rock, Navajo Nation (Arizona) 86515, in accordance with the provisions of 2 N.N.C. § 501(B)(2)(a) and 25 U.S.C. § 415, as implemented by the regulations contained in 25 C.F.R. Part 162; and all amendments or successors thereto, which by this reference are made a part hereof.

1. **DEFINITIONS.**

- (A) "Approved Encumbrance" means an encumbrance approved in writing by 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).

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within the Chinle Chapter of the Navajo Nation, (County of Apache, State of Arizona), a tract of land situate in a portion of Parcel "A-1" of the Bureau of Indian Affairs Administrative Reserve Land and within the Southwest Quarter (SW 1/4) of Section 16, Township 5 North, Range 10 West of the Navajo special Meridian. Said Navajo Housing Authority Project AZ12-856 is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof containing

approximately **2.6300** acres. Together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, hereinafter called the "Leased Premises". There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises.

3. USE OF PREMISES; GENERAL PLAN.

- (A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing and operating a Housing Project and its appurtenances, including constructing and operating appropriate related residential and public facilities such as roads, utilities, playgrounds, multi-purpose buildings, day care centers, ceremonial structures, laundry facilities, police, fire and medical facilities and other like facilities, consistent with a General Plan developed and approved in accordance with subsection (B) of this Section, known as Project No. AZ12-856.
- (B) Prior to development of the Leased Premises, Lessee shall develop and submit to Lessor for approval a General Plan for the complete development of the Leased Premises. The approval of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.
- (C) The Leased Premises shall not be used by Lessee for any purpose other than as provided in an approved General Plan, except with the prior written consent of Lessor. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.
- (D) Lessee agrees not to use or permit to be used any part of the Leased Premises for any unlawful conduct or purpose.

4. TERM.

The term of this Lease shall be fifty (50) years, beginning on _____ and ending

5. RENTAL.

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: none. In accordance with the provisions of 25 C.F.R. § 162.320(a)(1), this Lease is for housing for public purpose to an agency of local government, is for the purpose of subsidization or the benefit of the Navajo Nation, and/or is for homesite purposes to Tribal members and the Leased Premises are not commercial or industrial in character.

6. CONDITION OF LEASED PREMISES.

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

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

7. IMPROVEMENTS.

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

8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

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

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

9. UTILITY SERVICE LINE AGREEMENTS.

- (A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:
 - (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
 - (2) such agreements authorize utility service lines only within the Leased Premises;
 - (3) such agreements do not extend beyond the term of this Lease;
 - (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor within thirty (30) days of their execution; and
 - (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. § 169.51-169.56, 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, nor otherwise to affect the rights-of-way reserved to Lessor in Section 2 of this Lease.

10. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

- (A) Lessee shall not permit any liens arising from any work performed, materials furnished, or other obligations incurred by Lessee to be enforced against the Leased Premises, any interest therein or improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.
- (B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom.

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

- (C) Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.
- (D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefore, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

11. SUBLEASES AND ASSIGNMENTS; PARTIAL RELINQUISHMENTS.

- (A) Except as otherwise provided in subsections (B) and (C) of this Section, this Lease may not be assigned, subleased or otherwise transferred or conveyed, in any manner whatsoever, in whole or in part, without the prior written consent of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree in writing to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, sublease, transfer or conveyance without such prior written approval shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of Lessor.
- (B) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, Lessee Navajo Housing Authority, but no successor in interest thereto, is hereby authorized to sublease the Leased Premises, in whole or in part, with the prior written approval of Lessor, but without further approval of the Secretary. Subleases so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Navajo Nation provided for under this Lease or under applicable federal laws and regulations. During the term of any sublease, should the sublessee succeed to the interests of Lessee hereunder, it is hereby agreed that no merger of interests shall occur thereby.
- (C) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, this Lease may be assigned, in whole or in part, by Lessee Navajo Housing Authority, but not by any successor in interest thereto, with the prior written approval of Lessor, but without further consent or approval of the Navajo Nation, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. Assignments so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Navajo Nation provided for under this Lease

or under applicable federal laws and regulations; provided, that Lessee may be relieved from its liability under this Lease, in whole or in part, with the prior written approval of the Lessor.

- (D) Lessee shall provide a copy of any sublease, assignment or partial relinquishment to Lessor and to the Navajo Nation within thirty (30) days of its execution. Any sublease or assignment authorized by this Section shall be on a form approved by Lessor, and no such sublease or assignment shall be valid unless it is on an approved form. No sublease or assignment authorized by this Section shall be valid unless and until it is duly recorded in accordance with the provisions of 25 C.F.R. Part 150, including any amendment or successor thereto, at the Land Titles and Records Office of the Bureau of Indian Affairs, Albuquerque, New Mexico Office, or any successor thereto.
- (E) Lessee is hereby authorized to relinquish to Lessor any part of this Lease, with the prior written approval of Lessor, for the purpose of Lessor issuing a Homesite Lease for the part relinquished; provided, that each person to whom the Homesite Lease is proposed to be issued is eligible to receive a Homesite Lease and the issuance of the Homesite Lease is otherwise in compliance with all applicable requirements of the Navajo Nation Homesite Regulation 2016 adopted by Resolution No. RDCO-74-16, including amendments or successors thereto.

12. QUIET ENJOYMENT.

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

13. ENCUMBRANCE.

- (A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor, and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial statements or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount, purpose and terms of said encumbrance.
- (B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor notice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.
- (C) If Lessor exercises the above right, all right, title and interest of Lessee in this Lease shall terminate and Lessor shall acquire this Lease; provided, however, that such termination shall

not relieve Lessee of any obligation or liability which shall have accrued prior to the date of termination. Acquisition of this Lease by Lessor under these circumstances shall not serve to extinguish this Lease by merger or otherwise.

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

14. **DEFAULT.**

- (A) Time is declared to be of the essence of this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Lessor in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successors thereto.
- (B) In addition to the rights and remedies provided by the aforementioned regulations, Lessor, either jointly or severally, may exercise the following options upon Lessee's default, subject to the provisions of subsection (D) below:
 - (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
 - Re-enter the premises and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or
 - (3) Take any other action authorized or allowed under applicable law.

- (C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor, or any other rights or remedies now held or which may be held by Lessor in the future.
- (D) Lessor, as the case may be, shall give to an Encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor shall accept performance by an Encumbrancer of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. An Encumbrancer shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. Neither Lessor shall terminate this Lease if an Encumbrancer has cured or is taking action diligently to cure Lessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

15. SANITATION.

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

16. HAZARDOUS SUBSTANCES.

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

17. PUBLIC LIABILITY INSURANCE.

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

- (B) Lessor may require that the amount of the insurance policy required by subsection (A) of this Section be increased at any time, whenever either shall determine that such increase reasonably is necessary for the protection of Lessor or the United States.
- (C) With the prior written approval of Lessor, the insurance obligation under this Section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

18. FIRE AND CASUALTY INSURANCE.

- (A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State identified in Section 2 of this Lease, and shall be written to protect Lessee, Lessor, the United States and an Encumbrancer, if any, and shall provide for notification to Lessor and any Encumbrancer prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefore, copies of said policy shall be furnished to Lessor.
- Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to promptly replace or repair the destroyed or damaged improvements to a condition as good or better than before the destruction or damage occurred. If such amount paid to Encumbrancer is sufficient to repair the destroyed or damaged improvements with respect to which it was paid, or, if within three (3) months after such payment by the insurer to Encumbrancer, Lessor or Lessee shall deposit with Encumbrancer sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrancer shall pay such the costs of such replacement or repair, and such payment shall not be deemed a payment or credit on the Approved Encumbrance. Otherwise, at the expiration of such three (3) months said sum so paid by the insurer to Encumbrancer shall be applied and credited on the Approved Encumbrance.
- (C) With the prior written approval of the Lessor the insurance obligations under this Section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor

19. INSPECTION.

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

20. MINERALS.

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

21. EMINENT DOMAIN.

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

22. DELIVERY OF PREMISES.

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

23. HOLDING OVER.

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

24. INDEMNIFICATION.

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

25. ATTORNEY'S FEES.

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

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

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

27. GOVERNING LAW AND CHOICE OF FORUM.

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

28. CONSENT TO JURISDICTION.

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

29. COVENANT NOT TO CONTEST JURISDICTION.

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

30. NO WAIVER OF SOVEREIGN IMMUNITY.

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

31. TERMINATION OF FEDERAL SUPERVISION.

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

32. INTEREST OF MEMBER OF CONGRESS.

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

33. OBLIGATIONS TO THE UNITED STATES.

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

34. NOTICES AND DEMANDS.

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

To or upon Lessor:

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

To or upon Lessee:

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

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

35. SUCCESSORS AND ASSIGNS.

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

36. EFFECTIVE DATE; VALIDITY.

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

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

THE NAVAJO NATION, LESSOR

By:	
President	
Date:	
NAVAJO HOUSING AUTHORITY, LESS	EE
By:Chief Executive Officer	
Date:	

LEGAL DESCRIPTION

A TRACT OF LAND SITUATE WITHIN A PORTION OF PARCEL "A-1" OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND, AND WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 10 WEST, OF THE NAVAJO SPECIAL MERIDIAN IN THE VICINITY OF CHINLE, APACHE COUNTY, ARIZONA AND IN THE LAND MANAGEMENT DISTRICT NO. 10 OF THE NAVAJO NATION. SAID TRACT OF LAND IS DESIGNATED AS THE RELINQUISHMENT OF BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND COMPRISING OF 2.6300 ACRES, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, T5N, R10W, OF THE NAVAJO SPECIAL MERIDIAN, BEING A FOUND BLM CADASTRAL SURVEY BRASS CAP MONUMENT DATED 1992;

THENCE, N 55'47'01" E, A DISTANCE OF 634.622 METERS (2,082.09') TO A POINT COMMON TO THE NORTHERLY RIGHT-OF-WAY OF INDIAN ROUTE 7 AND THE EASTERLY RIGHT-OF-WAY OF ROUTE N 7(2), BEING A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO), AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING ON SAID RIGHT-OF-WAY OF ROUTE N 7(2), N 52'12'18" E, A DISTANCE OF 97.037 METERS (318.36') TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, S 34'52'13" E, A DISTANCE OF 29.039 METERS (95.27') TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, N 53'29'45" E, A DISTANCE OF 30.613 METERS (100.44') TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO):

THENCE, S 36'41'06" E, A DISTANCE OF 59.409 METERS (194.91') TO A SET NO. 5 REBAR WITH A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, S 41"11'42" W, A DISTANCE OF 105.694 METERS (346.77') TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF INDIAN ROUTE 7, BEING A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 50689" (AZ RLS MICHAEL P. PAISANO);

THENCE, CONTINUING ON SAID RIGHT-OF-WAY N 48'48'18" W, A DISTANCE OF 111.323 METERS (365.23') TO THE POINT OF BEGINNING;

THE DESCRIBED ENCLOSED AREA COMPRISING 1.0643 HECTARES (2.6300 ACRES), BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS OR UNDERGROUND UTILITIES LOCATED THEREIN.

CULTURAL RESOURCES COMPLIANCE FORM NAVAJO HOUSING AUTHORITY P.O. BOX 4980 WINDOW ROCK, ARIZONA 86515

ROUTING: COPIES TO NNHHPD XX**REAL PROPERTY MGT/330**

NNHPD NO. **HPD-18-244.1** OTHER PROJECT NO. NHA 18-08 Addendum I AZ12-856

PROJECT TITLE: Addendum I: Cultural Resources Inventory of the Proposed Development of the Navajo Housing Authority Chinle Housing Management Office Tract at Chinle, Apache County, Arizona.

LEAD AGENCY: HUD/NHA

SPONSOR: Navajo Housing Authority - Operation Branch, P.O. Box 1579, Fort Defiance, Arizona 86504

PROJECT DESCRIPTION: The proposed undertaking will involve the development of the Navajo Housing Authority Chinle Housing Management Office tract. The development will construct a standardizing and quality structure by building an administrative office to accommodate internal personnel and external communities. Furthermore, to construct any associated facilities, accessibilities, streets & parking areas, a maintenance & warehouse building, and other sustainable office improvements for the housing staff. A temporary fenced construction yard includes the storage of materials and machinery within the existing tract. Extensive ground disturbance, both surface and subsurface, is expected from the use of heavy equipment. The proposed tract measures 318.363 ft (97.037 m) x 95.272 ft (29.039 m) x 100.436 ft (30.613 m) x 194.911 ft (59.409 m) x 346.765 ft (105.694 m) x 365.233 ft (111.323 m). The area of potential effect therefore equals approximately 114,562.80 sq. ft (10,642.88 sq. m) or 2.6300 ac (1.0643 ha).

LAND STATUS: Navajo Tribal Trust

CHAPTER: Chinle

LOCATION: T.5N. R.10W, SW/4 of Section 16, Navajo Special Principal Meridian; Chinle Quadrangles, Arizona: Apache Co., 7.5' series (topographic).

PROJECT COMPLIANCE ANALYST: Karen A. Tilden NAVAJO ANTIQUITIES PERMIT NO.: B18026

DATE INSPECTED: 3/19/18

DATES OF REPORT: 3/20/18, 3/21/18, 3/22/18, & 8/17/18 TOTAL ACREAGE INSPECTED: 2.6300 ac (1.0643 ha)

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart.

LIST OF CUTURAL RESOURCES FOUND:

LIST OF ELIGIBLE PROPERTIES:

LIST OF NON-ELIGIBLE PROPERTIES:

LIST OF ARCHAEOLOGICAL RESOURCES:

(1) In-Use Area (IUA)

None

(1) In-Use Area (IUA)

None

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices]. all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

FORM PREPARED BY: Finen It Julien FINALIZED: August 17, 2018 Notification to Proceed Recommended: Yes XX No Thomascita Morris Conditions: Yes No XX Compliance Coordinator-Operations Branch. NHA NNHHPD Approval/Concurrence: Richard Begay, Department Manager Navajo Nation Heritage & Historic Preservation Officer CULTURAL RESOURCES COMPLIANCE FORM (Attachment Sheet) NAVAJO HOUSING AUTHORITY P.O. BOX 4980 WINDOW ROCK, ARIZONA 86515

NNHPD NO. <u>18-244.1</u> OTHER PROJECT NO. NHA 18-08 Addendum I (AZ12-856)

7/18/8

FINALIZED: August 17, 2018

BIA Approval/Concurrence:

Yes No__ (

9-20-18

Regional Director

Date

Navajo Regional Office. Bureau of Indian Affairs



ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)

1.	HPD REPORT NO. HPD-18-244.1	2. (FOR HPD USE ONLY)	3.	RECIPIENTS ACCESSION NO.		
4.	TITLE OF REPORT: Addendum I: A Cultural Resources Inventory of the Proposed Development of the Navajo Housing Authority Chinle Housing Management Office Tract at Chinle, Apache County, Arizona.					
	AUTHOR (S): Karen A. Tilden		6.	REPORT DATES: March 20, 21 & 22, 2018; August 17, 2018		
7.	CONSULTANT NAME AND ADDR Gen'l Charge: Karen A. Tilden, C Org. Name: NHA-Operations E	A	PERMIT NO. B18026 CONSULTANT REPORT NO.			
		g. Address: P.O. Box 1579 Fort Defiance, Arizona 86504 one: (928) 729-6618				
10.	Org. Address: P.O. Box 1579 Fort Defiance, Ariz	ranch/Environmental Clearance Program	<u>.</u>	SPONSOR PROJECT NO. AZ12-856 AREA OF EFFECT: 2.6300 ac (1.0643 ha)		
	Phone: (928) 729-6618 LOCATION (MAP ATTACHED): S			AREA OF SURVEYED: 2.6300 ac (1.0643 ha)		
	a. Chapter: Chinleb. Agency: Chinlec. County: Apached. State: Arizona	e. Land Status: Navajo Tribal Trust f. UTM Center: Zone 12; See Suppleme g. Area: T.5N, R.10W, SW/4 of Section h. 7.5' Series Map Name: Chinle, Arizon	16, 1	Navajo Special Principal Meridian.		
14.	REPORT /X/ OR SUMMARY (REPO	RT ATTACHED) / /				
	a. Description of Undertaking: See	Supplement Sheet				
	b. Existing Data Review: See Suppl	ement Sheet				
	c. Area Environmental & Cultural S	etting: See Supplement Sheet				
	d. Field Methods: See Supplement S	Sheet				
15.	CULTURAL RESOURCE FINDING cultural resources were encountered o	GS: One in-use area (IUA) was identified ridentified.	duri	ing the NHA 18-08 inventory; no othe		
	a. Location/Identification of Each R	esource: See Supplement Sheet				
	b. Evaluation of Significance of Eac	h Resource (above): See Supplement Sheet				
16.	MANAGEMENT SUMMARY (RE recommended for the proposed under		n o	f "no historic properties-affected" i		
17.	CERTIFICATION: SIGNATURE: General/Direct	Charge Name: Karen A. Tilden, Compliance	DA'	те: 17,20 18 alyst		

SUPPLEMENT SHEET (AIRS FORM)
INVENTORY OF THE PROPOSED DEVELOPMENT OF THE NHA CHINLE HMO TRACT AT CHINLE, AZ.
NHA 18-08 ADD. I

- 13. LOCATION: See Figure 1 for locational map.
 - f. UTM CENTER: Below are UTM coordinates of the NHA Chinle HMO tract (see Figure 1).

NHA Chinle HMO Tract:

Corners	<u>Point</u>	Northing	Easting	<u>Corners</u>	<u>Point</u>	Northing	Easting
North ¹	Α	4001878	629935	East	D	4001829	630013
South'	В	4001854	629953	South ²	E	4001750	629946
North ²	С	4001871	629976	West	F	4001823	629860

^{*}Data above is taking from Garmin GPS 12XL (NSPM).

14. REPORT:

- a. <u>DESCRIPTION OF UNDERTAKING</u>: The sponsor, the Navajo Housing Authority (NHA), requested a cultural resources inventory of the proposed development of the Navajo Housing Authority Chinle Housing Management Office tract at Chinle, Arizona. The development will involve to construct a standardizing and quality structure by building an administrative office to accommodate internal personnel and external communities. Furthermore, to construct any associated facilities, accessibilities, streets & parking areas, a maintenance & warehouse building, and other sustainable office improvements for the housing staff. A temporary fenced construction yard includes the storage of materials and machinery within the existing tract. Extensive ground disturbance, both surface and subsurface, is expected from the use of heavy equipment. The proposed tract measures 318.363 ft (97.037 m) x 95.272 ft (29.039 m) x 100.436 ft (30.613 m) x 194.911 ft (59.409 m) x 346.765 ft (105.694 m) x 365.233 ft (111.323 m). The area of potential effect therefore equals approximately 114,562.80 sq. ft (10,642.88 sq. m) or 2.6300 ac (1.0643 ha). The lead agency for the proposed construction is the Housing Urban Development Navajo Housing Authority.
- b. <u>EXISTING DATA REVIEW</u>: Archival records at the Navajo Nation Heritage & Historic Preservation Department (NNHHPD) indicated that thirteen archaeological survey projects (NPS 68-72, 80-284, NAU 84-233, NAEQ 84-273, 89-304, 91-662, 93-249, 93-449, 95-556, 98-172, 98-901, 03-1059, & 04-1012) have been previously conducted, but no archaeological sites have been recorded, within an approximate 328 ft. (100 m) radius of the current project area. Furthermore, there are four Traditional Cultural Properties [*TCP-87 "Chinle"*, *TCP-373*, *TCP-434*, & *TCP-1080*] that were documented within the well-developed general area but are all located more than ½ mi (0.8 km) from the proposed project area.

For a relevant overview of the project area, the reader is referred to:

Van Valkenburgh, Richard F.

- 1974 Navajo Sacred Places. In <u>Navajo Indian III</u> edited by Clyde Kluckholn, pp. 9-199. Garland Publishing, New York, New York.
- c. AREA ENVIRONMENTAL AND CULTURAL SETTING: The proposed project area is located within the Chinle Valley below the Defiance Plateau ridges of the Colorado Plateau at elevations ranging between 5,513 ft. (1,680 m) and 5,516 ft. (1,681 m) above mean sea level. The area is located approximately ¼ mi (0.4 km) east of the Chinle Chapter House along northeast of Indian Route N7. The predominant vegetation in the area includes domestic shade trees, juniper, rabbitbrush, saltbush, broom snakeweed, Russian thistle, and various desertland grasses. The surface sediment is a red clay loam with sandstone outcrops. Other than small unnamed drainages, the major water source in the area is Chinle Wash located approximately ½ mi (0.8 km) northeast of the project area. Dogs were the only domesticated animals noted during the survey; various native birds were the only non-domesticated animals observed. The surrounding area has been impacted by livestock, the development of scattered homesites, NHA housing, other residentials, business sites, church sites, health facilities, educational sites, community cemeteries, the Canyon De Chelly National Monument, camp grounds, a municipal airport, radio facilities, windmills, water tanks, sewage lagoons, sewerlines, waterlines, powerlines, fencelines, telephone lines, gas pipelines, Indian Routes N7, N27, N64, & N102-1, U.S Highway 191, and secondary roads.
- d. <u>FIELD METHODS:</u> The requested archaeological survey was conducted by K.A. Tilden of the Navajo Housing Authority (NHA) on March 19, 2018. Thomascita Morris, Compliance Coordinator with NHA-Environmental Clearance Program, assisted in locating the project area. The project area has been previously impacted by blading along with adjacent infrastructures (IUA #1). Once the tract rebars were located, a Class III pedestrian inventory was performed by walking

SUPPLEMENT SHEET (AIRS FORM)
INVENTORY OF THE PROPOSED DEVELOPMENT OF THE NHA CHINLE HMO TRACT AT CHINLE, AZ.
NHA 18-08 ADD. I

zigzag transects with adjacent points spaced approximately 15 m apart within the proposed project. A 50 ft (15 m) cultural buffer zone was not added because of the close proximity of surrounding business sites, a housing area, and infrastructures (IUA #1) within and adjacent the current project area. Thus, the total area inventoried equaled approximately 114,562.80 sq. ft. (10,642.88 sq. m) or 2.6300 ac (1.0643 ha).

Also, as part of the archaeological inventory, brief interviews were conducted in English and Navajo on previous projects with Chinle Chapter House officials and local community members regarding Traditional Cultural Properties (TCPs) in and around the project area. In addition, sufficient notes were gathered on the environmental and cultural setting, and for evaluation of the in-use area, in and around the survey area.

15. CULTURAL RESOURCE FINDINGS:

- a. LOCATION/IDENTIFICATION OF EACH RESOURCE: One in-use area (IUA) was identified during the NHA 18-08 Addendum I inventory; no other cultural resources were identified or encountered. In keeping with the Navajo Nation's policy to respect the property and privacy rights of its people, the IUA was not fully recorded, but features were noted in sufficient detail to allow for their assessments as archaeological resources. IUA #1 consists of a pre-1982 to recent demolish BIA compounds and newly develop businesses {Dineh Cooperative, Navajo Nation Specialized Child Care Service-Chinle Agency Social Service, Chinle Treament Center "Life is Precious", Frontier Communications, etc.}, residentials, Indian Routes N7 & N102-1, fence lines, fire hydrants, gas lines, waterlines, powerlines, telephone lines, and sewer lines.
- b. <u>EVALUATION OF SIGNIFICANCE OF EACH RESOURCE (ABOVE)</u>: The in-use area (IUA #1) is less than 50 years old and it is not distinctive enough to justify waiving the 50-year age guideline of the National Register of Historic Places. Being less than 100 years old, it does not meet the definition of an archaeological resource as required for protection under the Archaeological Resources Protection Act (ARPA). Some if not all of the existing residents & buildings were blessed prior to occupations therefore they are considered protectable under the American Indian Religious Freedom Act (AIRFA). However, the NHA/HMO personnel have requested service and do not believe the proposed undertakings will compromise any sacred qualities associated with the residents and buildings; all forthcoming undertakings will be within the existing NHA Chinle HMO tract.

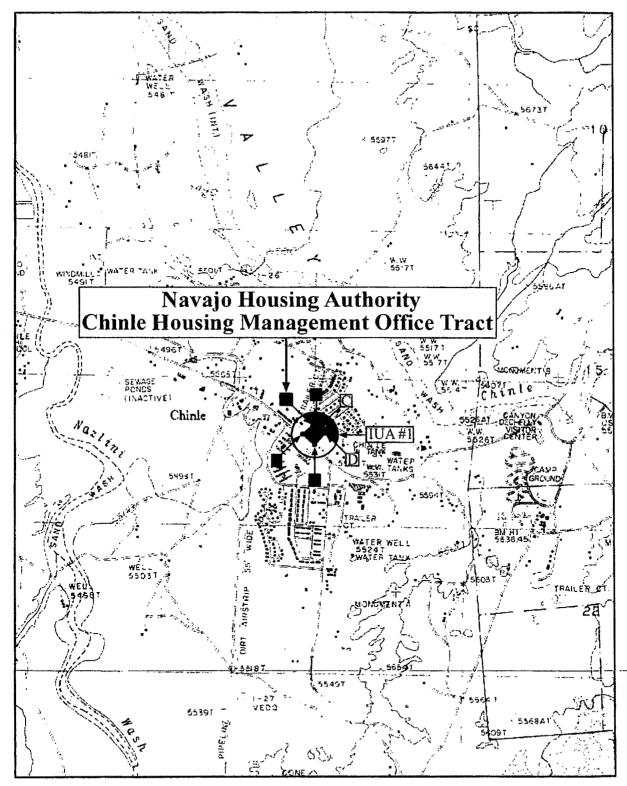


Figure 1. Locational map of the proposed development of the NHA Chinle Housing Management Office tract and of IUA #1 (NHA 18-08 Addendum I). Letters correspond to UTM coordinates. USGS 7.5' series map reference: Chinle, Arizona, provisional edition 1982; T.5N, R.10W, SW/4 of Section 16, Navajo Special Principal Merdian.

APPENDIX A

Proposed Guidelines for Treatment of Discovery Situations

Proposed Guidelines for Treatment of Discovery Situations

In all discovery situations, the existing ground surface in the vicinity of the discovery will be mapped to show the relationship of the discovery to the project area, topographic features, cultural features, and surface artifacts. The map will be prepared using, at a minimum, a compass and measuring tape; at the option of the archaeologist, a transit, a plane table and alidade, or other surveying equipment may be used. Beyond that, specific types of features will be treated as follows.

ASH STAINS: The location will be mapped, the feature will be profiled and photographed, and charcoal fragments will be collected for radiocarbon dating. If it appears that the feature can be dated through radiocarbon analysis, artifacts, or stratigraphy, and if the ash stain is dense enough and dark enough to be likely to yield botanical remains, pollen and flotation samples will be collected and analyzed. At the discretion of the archaeologist, in consultation with NNHPD, radiocarbon samples will be analyzed.

HEARTHS: The location will be mapped, the feature will be profiled and photographed, and charcoal fragments will be collected for radiocarbon dating. If it appears that the feature can be dated through radiocarbon analysis, archaeomagnetic, artifacts, or stratigraphy, and if the ash stain is dense enough and dark enough to be likely to yield botanical remains, a flotation sample will be collected and analyzed. Since burning destroys pollen, no pollen samples will be taken from hearths. At the discretion of the archaeologist, in consultation with NNHPD, radiocarbon samples will be analyzed.

MIDDENS: The location will be mapped, and the feature will be profiled and photographed. Charcoal fragments will be collected for radiocarbon dating. Pollen and flotation samples will be collected and analyzed. If natural stratigraphy is present in middens, samples will have collected according to natural stratigraphy, not from arbitrary levels. In order to recover data on the stratification of artifacts in the midden, at least one 1 m-by-1 m column, located immediately adjacent to the area disturbed by construction, will be hand excavated in levels no greater than 10 cm thick, and all excavated fill will be screened through mesh no larger than ¼ inch. Auger holes will be placed every 2.5 to 5.0 m along the unexcavated portion of the right-of-way for a sufficient distance to define the boundary of the midden and to ascertain whether or not additional features are present. Because middens are generally associated with substantial occupations and other features, consultation with NNHPD, the BIA, and the SHPO will be required after the initial recording has been completed.

PIT HOUSES AND BURIED SURFACE STRUCTURES (PUEBLOS AND FIELD HOUSES): The location will be mapped, and the feature exposed will be profiled and photographed. Charcoal fragments and any wood samples will be collected for radiocarbon and dendrochronological analysis. Charcoal and wood samples of adequate size and quality will be submitted for dendrochronological analysis: charcoal will be radiologically analyzed only if the feature cannot be dated by other means. Pollen and flotation samples will be taken from the floor, subfloor pits, hearths, and other appropriate contexts, and will be analyzed.

Auger holes will be placed every 1.5 to 5.0 m along the unexcavated portion of the right-of-way for a sufficient distance to define the boundary of the feature and to ascertain whether or not additional features are present. Because dwellings usually yield substantial amounts of significant information, and because they are usually associated with other features, consultation with NNHPD, the BIA, and the SHPO will be required after the initial recording has been completed. In general, however, additional excavation of these types of features (beyond the initial recording described above) will occur only if the feature is likely to sustain additional damage from erosion, additional construction, or maintenance.

PREHISTORIC BURIALS: Prehistoric burials will be completely excavated, mapped, profiled, and photographed. Charcoal pollen, and flotation samples will be collected as appropriate from the burials and associated artifacts and features. Charcoal will be submitted for analysis if the burial cannot be dated by other means. Pollen and flotation samples will be analyzed, along with skeletal remains and artifacts.

HISTORIC AND UNDATED GRAVES: The Navajo Nation burial policy will be followed in these cases.

Except for items associated with burials and graves, all materials recovered from discovery situations will be curated by NNAD for the Navajo Tribal Museum. Human remains and grave goods will be treated in accordance with the Navajo Nation policy on burials and human remains.

NEPA Coordinator Review

Routing

Closed

ML Processed

Recycle Review?

(Checking this box will remove this

from views but not delete)

Alternate NEPA Coordinator

Lytle, Myles

NEPA Coordinator

Approval

Approved

7/20/2018

Approvals

Agency Environmental Specialist Approval

Regional Wildlife Biologist Approval

Approved

BRCF NNDFW Review No. 18NHA-12

03/28/2018 No Conditions

Regional Archaeologist

Approval

Approved

Begay, Robert Mervin

CRCF HPD-18-244 04/27/2018 No

Conditions

Responsible Official

Approval

Approved

Curley, Calvert

7/20/2018

Other Environmental

Professional

Request

Project Name

Chinle Land Relinquishment Project

Record ID

EA-18-33624

Action Contact Name

Thomasita Morris

Action Contact

928-729-6612

Phone

Action Contact

tcshorty@hoog...

Email

Regions

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

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

Yes

Agency Cooperation

Lead

Cooperating Agencies

Number with

NN

1

Cooperator

Mitigation Needed

Nο

Supporting Information

No hyperlink inserted

BRCF Chinle Land Relinquishment.pdf

CEER Checklist for Chinle Land

Relinquishment.pdf

CEER Checklist Land Relinquishment and Acquisition in Chinle, AZ.pdf Chinle Adminstrative Land Withdrawal Letter from George 7.12.18.pdf CRCF Chinle Land Relinquishment.pdf

Survey Plat Chinle Land Relinquishment.pdf

Notes

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.: BIA Administrative Reserve to Navajo Housing Authority, AZ12-856

DESCRIPTION: Proposed relinquishment of the Chinle BIA Administrative Reserve, converting the 2.63 acre parcel to Navajo Trust Lands, and reassigning the parcel to the Navajo Housing Authority to build a Chinle Office Building

LOCATION: Chinle, Apache County, Arizona

REPRESENTATIVE: Thomasita Morris, Compliance Coordinator, Navajo Housing Authority

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

including a warehouse facility for the Chinle Housing Management Office.

B.R. REPORT TITLE / DATE / PREPARER: Request for review and concurrence/21 MAR 2018/T. Morris

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 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/27 MAR 2018

COPIES TO: (add categories as necessary)

2 NTC § 164 Recommendation: ☐ Approval ☐ Conditional Approval (with memo) ☐ Disapproval (with memo) ☐ Categorical Exclusion (with reques) ☐ None (with memo)	Gloria M. Tom, Director, Navajo Nation I	Date 3/28/18 Department of Fish and Wildlife
*I understand and accept the conditions the Department not recommending the	of compliance, and acknowledge that lack of e above described project for approval to the	of signature may be grounds for Tribal Decision-maker.
Representative's signature		Date



JONATHAN NEZ AND FRANCE

MEMORANDUM

TO

: David Mikesic, Zoologist

Department of Fish and Wildlife DIVISION OF NATURAL RESOURCES

FROM

: Sille

For Gloria M. Tom, Director

Department of Fish and Wildlife

DIVISION OF NATURAL RESOURCES

DATE

: March 26, 2018

SUBJECT: DELEGATION OF AUTHORITY

I will be on travel and I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00am on Monday March 26, 2018. This delegation shall end at 5:00 pm. on Wednesday, March 28, 2018.

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

ACKNOWLEDGEMENT:

David Mikesic, Zoologist

Department of Fish and Wildlife DIVISION OF NATURAL RESOURCES

Cc: file

FINDING OF NO SIGNIFICANT IMPACT (FONSI)



United States Department of the Interior BUREAU OF INDIAN AFFAIRS

Navajo Regional Office P.O. Box 1060 Gallup, New Mexico 87301

AUG 0 3 2018

IN REPLY REFER TO.
465: Branch of Environmental Quality Act Compliance and Review

Ms. Thomasita Morris, Compliance Coordinator Environmental Clearance Program Navajo Housing Authority P.O. Box 1579 Fort Defiance, AZ 86504

RE: FONSI Request - National Environmental Policy Act Compliance for Navajo Housing Authority Land Withdrawal and Construction of Proposed Office Building

EA-18-33339

Dear Ms. Morris:

This letter is in response to your request for a Finding of No Significant Impact (FONSI) in compliance with the National Environmental Policy Act from the Bureau of Indian Affairs (BIA), Navajo Regional Office (NRO). The NRO does not have a federal action associated with the proposed Navajo Housing Authority office building. Although there may be land action (i.e., land withdrawal) for the facility, the NRO would not be issuing a permit for the proposed action.

In accordance with 25 Code of Federal Regulations §162.104 (a), "An Indian landowner who owns 100% of the trust or restricted interests in a tract may take possession without a lease or any other prior authorization from us (BIA)." Therefore, tribal trust land designated for specific use by the Navajo Nation does not require approval from the Bureau of Indian Affairs (BIA); thus, would not require a Nation Environmental Policy Act (NEPA) action.

The only federal action that may require NEPA compliance is the utilization of federal dollars to construct the facility. In which case, the funding agency would be responsible for the NEPA compliance documentation.

If you have any questions, you may contact Ms. Harrilene J. Yazzie, Regional NEPA Coordinator, at (505) 863-8286.

Sincerely,

Regional Director Navajo

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

May 29, 2018

Harrilene Yazzie, Regional NEPA Coordinator U.S. Department of the Interior Bureau of Indian Affairs Navajo Region P.O. Box 1060 Gallup, New Mexico 87305

Dear Ms. Yazzie:

I am submitting the Final Environmental Assessment (EA) for the Proposed Chinle Office Building in Chinle, Apache County, Arizona. The EA document will be for construction of an office building and a warehouse including all associated facilities and utilities. The Navajo Housing Authority is seeking Right-of-Way from the Bureau of Indian Affairs therefore NHA is requesting for Finding of No Significant Impact determination for the project based on the environmental assessment and its supporting documentation. If you have any questions, please contact me at (928)729-6612, email at temorris@hooghan.org.

Sincerely,

Thomasula Monis

Thomascita Morris, Compliance Coordinator Environmental Clearance Program Operations Branch Navajo Housing Authority P.O. Box 1579 Fort Defiance, Arizona 86504

cc: File

Phone: (928) 871-2600

PURPOSE OF AND NEED FOR THE ACTION

A. Project Description

Navajo Housing Authority proposes to acquire right-of-way from the Bureau of Indian Affairs for the 2.6300 acres of land to build an office building including a warehouse facility for the NHA Chinle Housing Management Office. At the new site, the Chinle Office Building will continue to provide housing service to the Navajo People in the following areas; Chinle, Many Farms, Rock Point, Rough Rock, and Round Rock.

The existing Chinle office building and warehouse will be abated and remediated for the following substances; lead-based paint, asbestos, and mold then the existing office building and warehouse will be demolished and reclaimed. The existing property will remain with Navajo Housing Authority.

For the new office building and warehouse, the project location will be grubbed, leveled, and filled for site preparation of an office building, a warehouse facility including street turn-out, and a parking area. The office building and warehouse will connect to existing electric, water, sewer, and gas systems within and/or adjacent to the parcel of land. After construction of the office building and warehouse, NHA will continue all maintenance activities within the property.

B. Purpose & Need for Action

Statement of Purpose: To provide housing services to housing clients in the Chinle Housing Management Office.

Statement of Need: The existing building has the following issues and concerns; (1) non-compliant with ADA and/or UFAS standards, (2) non-compliant with current building codes, (3) non-compliant with current energy efficient requirements, and (4) insufficient parking space for clientele.

C. Location

NHA AZ12-856 is located in Section 16, T5N R10W of the Navajo Special Principal Meridian. Figure 1 shows the general location of the proposed project location. Figure 2 shows the proposed project location on a 7.5' topographic map: Chinle, Arizona. Below are UTM coordinates.

Project	Quad Map with Legal	Center of	Center of	Total
Number	Location	AZ12-03:	Project UTM	Acreage
		Existing Chinle	(NAD 83)	,
		Office Building		
AZ12-856	Chinle, AZ	0627901E	0629949E	2.6300
	Sec-16 T5N R10W Navajo	4002315N	4001810N	
	Special Principal Meridian			

II. ALTERNATIVES INCLUDING THE PROPOSED ACTION

A. Alternative A

The existing building has the following issues and concerns; (1) non-compliant with ADA and/or UFAS standards, (2) non-compliant with current building codes, (3) non-compliant with current energy efficient requirements, and (4) insufficient parking space for clientele. With the no action alternative, these issues and concerns will remain unaddressed.

B. Alternative B

Alternative B, the preferred alternative, Navajo Housing Authority proposes to acquire right-of-way from the Bureau of Indian Affairs for the 2.6300 acres of land to build an office building including a warehouse facility for the NHA Chinle Housing Management Office. At the new site, the Chinle Office Building will continue to provide housing service to the Navajo People in the following areas; Chinle, Many Farms, Rock Point, Rough Rock, and Round Rock.

The existing Chinle office building and warehouse will be abated and remediated for the following substances; lead-based paint, asbestos, and mold then the existing office building and warehouse will be demolished and reclaimed. The existing property will remain with Navajo Housing Authority.

For the new office building and warehouse, the project location will be grubbed, leveled, and filled for site preparation of an office building, a warehouse facility including street turn-out, and a parking area. The office building and warehouse will connect to existing electric, water, sewer, and gas systems within and/or adjacent to the parcel of land. After construction of the office building and warehouse, NHA will continue all maintenance activities within the property.

C. Alternative C

Navajo Housing Authority would renovate the existing office building but the need for a parking space will not be addressed. Therefore, this alternative was not entertained.

III. AFFECTED ENVIRONMENT

A. Land Resources

1. Topography

The project area is characterized by floodplain terraces. The elevation in the project area range from 5,500 feet-5,540 feet.

2. Soils

Soil at project area is classified as Urban land-Ives-Jocity Complex, described as primarily on floodplain steps, and stream terraces. This association consists of well drained soils.

Parent Material for Ives is slope alluvium derived from sandstone and shale and/or eolian sands derived from sandstone and shale over residuum weathered from sandstone and

shale. Parent material for Jocity is slope alluvium derived from sandstone and shale and/or eolian sands derived from sandstone and shale over residuum weathered from sandstone and shale (NRCS, 2017).

3. Geological Setting & Mineral Resources

The geologic setting for project area is Petrified Forest Member which is part of the Upper Triassic of the Cretaceous (M.E. Cooley, J.W. Harshbarger, J.P. Akers, & W.F. Hardt, 1969).

B. Water Resources

1. Surface Water

Nazlini Wash, a tributary of the Chinle Wash is located north of the project location. Nazlini Wash runs from east to west direction.

2. Floodplain Management [Executive Order 11988]

According to the report, "Navajo Water Resources Evaluation Volume XII Floodplain June, 1977 written by Morrison Maierle, Inc., the project location is located in the 100-year floodplain, Exhibit A.

a. Wild & Scenic River Act [Sections 7(b) and (c)]

According to the National Park Service (NPS) website (http://www.rivers.gov/wildriverslist.html), no wild and scenic rivers occur on or near the project site. The nearest wild and scenic river is the Verde and Fossil River located about 200 miles south of the project area, Exhibit B.

b. Wetland Protection [Executive Order 11990]

On March 19, 2018, a field visit was conducted by Thomascita Morris, NHA and based on the site visit it is determined that no wetlands occur on or near the project. On March 21, 2018, NHA requested for consultation regarding the proposed project activities: there is no response from NN Environmental Protection Agency Water Quality Program, Exhibit C.

c. Coastal Zone Management [16 U.S.C. 145 et seq]

No Coastal Zones occur in the State of Arizona.

d. Clean Water Act Section 401, Water Quality Certification, & Section 404, Nationwide Permit & Individual Permit

On March 21, 2018, a consultation letter was written to Leann Martinez-Silversmith, Environmental Specialist of the Navajo Nation Environmental Protection Agency – Water Quality Program. The Navajo Nation EPA – Water Quality Program did not respond to the Navajo Housing Authority, Exhibit C.

3. Ground Water

The project area is in the Petrified Forest Member: this geological formation is not known for its water-bearing characteristics. Water is at a shallow depth in the alluvium along

Chinle Wash: depth of water levels below land surface is approximately 0 - 200 feet (M.E. Cooley, J.W. Harshbarger, J.P. Akers, & W.F. Hardt, 1969).

a. Sole Source Aquifers [40 CFR 149]

Based on the U.S. Environmental Protection Agency website (www.epa.gov/safewater/sourcewater/pubs/qrg ssamap reg9.pdf), there are no designated sole source aquifers near the project area, Exhibit D.

C. Air Resources [42 U.S.C. 7401 et. Seq.] [Sections 176(c) and (d) [42 U.S.C. 7506(c) and (d)]

1. Quality & Visibility

The proposed project is located within the jurisdiction of the Navajo Nation AQCP and in an area designated a Class II.

2. Climate

This regional climate in northern Arizona is semi-arid to arid with extremes of temperature and precipitation. The broad range of climate is strongly correlated with altitude, resulting in moderate summers and severe winters at higher altitudes and intense summer heat and mild winters at lower altitudes. The mean annual temperature is 51.6° F. The mean annual precipitation is 9.16 inches. The mean annual snowfall is 11.0 inches (M.E. Cooley, J.W. Harshbarger, J.P. Akers, & W.F. Hardt, 1969).

3. Climate Change

The proposed project is a short-term effect: the construction activity will not significantly change the climate.

D. Biotic Resources

1. Description of Ecosystems & Biological Communities

This region is characterized as being in the Chinle Formation. Soils have clay characteristics.

2. Wildlife

a. Terrestrial

There is minimal vegetation cover varying from 0-10 percent. Evidence of burrows was present at the proposed site.

b. Riparian/Aquatic

There was no indication of riparian/aquatic species at the proposed site.

c. Threatened & Endangered Species

On March 28, 2018, the Navajo Nation Fish & Wildlife Natural Heritage Program issued a Biological Resources Compliance Form for AZ12-856. There is no effect for NESL species potentially impacted, federally-listed species affects, and other significant impacts to Biological Resources. There is no avoidance/mitigation measures and conditions of compliance for these projects, Exhibit E.

3. Vegetation

a. Terrestrial

There is minimal vegetation cover varying from 0-10 percent. Evidence of burrows was present at the proposed site.

b. Riparian/Aquatic

There was no indication of riparian/aquatic species at the proposed site.

c. Threatened & Endangered Species

On March 28, 2018, the Navajo Nation Fish & Wildlife Natural Heritage Program issued a Biological Resources Compliance Form for AZ12-856. There is no effect for NESL species potentially impacted, federally-listed species affects, and other significant impacts to Biological Resources. There is no avoidance/mitigation measures and conditions of compliance for these projects, Exhibit E.

E. Cultural Resources, Historic Preservation [36 CFR Part 800]

1. Traditional Cultural Properties, Historic, Religious Properties & Archaeological Resources

As written in the Archaeological Report (Addendum I: A Cultural Resources Inventory of the Proposed Development of the Navajo Housing Authority Chinle Housing Management Office Tract at Chinle, Apache County, Arizona dated August 17, 2018), fieldwork was performed on March 19, 2018. On August 29, 2018, Richard M. Begay, the Navajo Nation Preservation Officer concurred to NHA's no effect determination. On September 20, 2018, the Regional Director of the Navajo Regional Office, Bureau of Indian Affairs concurred to NHA's no effect determination, Exhibit F.

F. Socioeconomic Conditions

1. Employment & Income

On the Navajo Nation, the median family income is \$22,392. 42.9% of individuals are below poverty level. 40.1% of families are below poverty level. Key areas of employment are agriculture, service, manufacturing, government and tourism (http://navajobusiness.com/fastfacts/demographics.htm).

The project location is vacant and undeveloped area. During construction, the project will be beneficial in terms of short-term employment for local people. After construction, the office building and warehouse will provide housing services to the local area.

2. Demographics & Trends

According to the U.S. Census 2010, the population of the Chinle Chapter was 8005. Navajo in age group of 40-49 tend to return to the Navajo Nation (Navajo Division of Health, Navajo Epidemiology Center, 2013).

Although the proposed project does not create new housing units, nonetheless people will have better access to the NHA Chinle Housing Management Office.

- 3. Lifestyle, Cultural Values, Attitudes & Expectations Project activity will have no effect on lifestyle, cultural values, attitudes and expectations.
- 4. Community Infrastructure
 Project activity will connect to the existing facilities and utilities.

G. Environmental Justice

1. Indian Trust Resources

In compliance with Executive Order 12898, Environmental Justice has been evaluated and determined that there will be no activity performed with federal funds that will in anyway create discrimination or cause isolation of minority or low-income individuals based on the siting or purpose of the project.

H. Environmental Module

- 1. Resource Conservation & Recovery Act Subtitle C No hazardous waste sites exist in or near the proposed area, Exhibit G.
- 2. Resource Conservation & Recovery Act Subtitle D No solid waste sites exist in or near the proposed area.
- 3. Resource Conservation & Recovery Act Subtitle I No underground storage tanks exist in or near the proposed area, Exhibit G.
- 4. Comprehensive Environmental Response Compensation & Liability Act Sites (CERCLS)

 No CERCLS exist in or near the proposed area, Exhibit G.
- 5. Toxic Substance Control Act Sites (TSC) No TSC sites exist in or near the proposed area, Exhibit G.
- a. Toxic Chemical/Radioactive Materials

 No presence of toxic chemical/radioactive materials in the proposed area, Exhibit G.
- b. Explosive and Flammable Operations Sites

 No presence of explosive & flammable operations sites in the proposed area, Exhibit H.
 - I. Resource & Land Use Patterns
- 1. Hunting, Fishing, Gathering
 No effect is determined for hunting, fishing and gathering.
- 2. Timber Harvesting No effect is determined for timber harvesting.

3. Agriculture

a. Farmland Protection [7 CFR 685]

Based on a field survey, NHA determined that no prime or unique farmlands are located on or within proximity of the project. On April 3, 2018, Judy Willeto, Range Conservationist of the Navajo Nation Department of Agriculture concurred with NHA's determination of no effect, Exhibit I.

4. Mining

No evidence of past mining activities.

5. Outdoor Recreation

The proposed project is an undeveloped site with no outdoor recreation.

6. Transportation Use Networks

The NHA will need to do a traffic impact analysis report and provide findings to the Navajo Nation Department of Transportation and Bureau of Indian Affairs Branch of Roads.

7. Land Use Plans

The project is located within an area designated for office building. The proposed project will have no effect on land use plans.

J. Other Values

1. Wilderness

There are no designated wilderness areas on the Navajo Reservation.

2. Sound & Noise

a. Noise Abatement & Control [24 CFR 51B]

The project is within 1000 feet of a major roadway, a noise study determined that the external sound levels were below 65 dB and therefore met the standards of 24 CFR 51B. And the project is not located within 3,000 feet from a railway, and within 15 miles of a civilian airport, Exhibit J.

3. Public Health & Safety

The NHA will need to do a traffic impact analysis report and provide findings to the Navajo Nation Department of Transportation and Bureau of Indian Affairs Branch of Roads.

4. Visual Setting

Because the NHA property will be along a major roadway, the Chapter Officials are requesting that the compound remain clean and clear of clutter during and after construction.

IV. ENVIRONMENTAL CONSEQUENCES OF THE PROPOSED ACTION

A. Biological Impacts

On March 28, 2018, the Navajo Nation Fish & Wildlife Natural Heritage Program issued a Biological Resources Compliance Form for AZ12-856. There is no effect for NESL species potentially impacted, federally-listed species affects, and other significant impacts to Biological Resources. There is no avoidance/mitigation measures and conditions of compliance for this project, Exhibit E.

B. Physical Impacts

Fugitive dust emissions shall be kept to a minimum by designating traffic, applying water to roads and taking other measures to minimize potential impacts during construction activity. Construction activities will be a short term negative effect. After construction activities, emissions would be expected to be below air quality standards. Therefore, no permits and mitigation measures are required.

Because the proposed project is disturbing more than one acre, the NHA will be required to provide the Stormwater Construction General Permit. On March 21, 2018, NHA did a consultation letter to Leann Martinez, Environmental Specialist of the Navajo Nation Environmental Protection Agency – Water Quality Program. The Navajo Nation EPA – Water Quality Program did not respond to the Navajo Housing Authority.

The NHA needs to do a traffic impact analysis report for the undertaking.

C. Environment Module

During construction activities, solid waste produced will be hauled to a permitted landfill. All oil, fuels and lubricants and hydraulic fluids require a sealed storage container and/or facilities which meet U.S. EPA regulations.

D. Cumulative Impacts

This environmental document finds that the proposed project has no significant impacts on the natural or the human environment. This impact determination is made assuming that the recommended mitigation measures are implemented.

V. LIST OF PREPARERS

Thomascita Morris, Compliance Coordinator Environmental Clearance Program/Operations Branch Navajo Housing Authority

VI. AGENCY/ENTITY CONSULTATION & COORDINATION

A. Bibliography/Reference

http://navajobusiness.com/fastfacts/demographics.htm

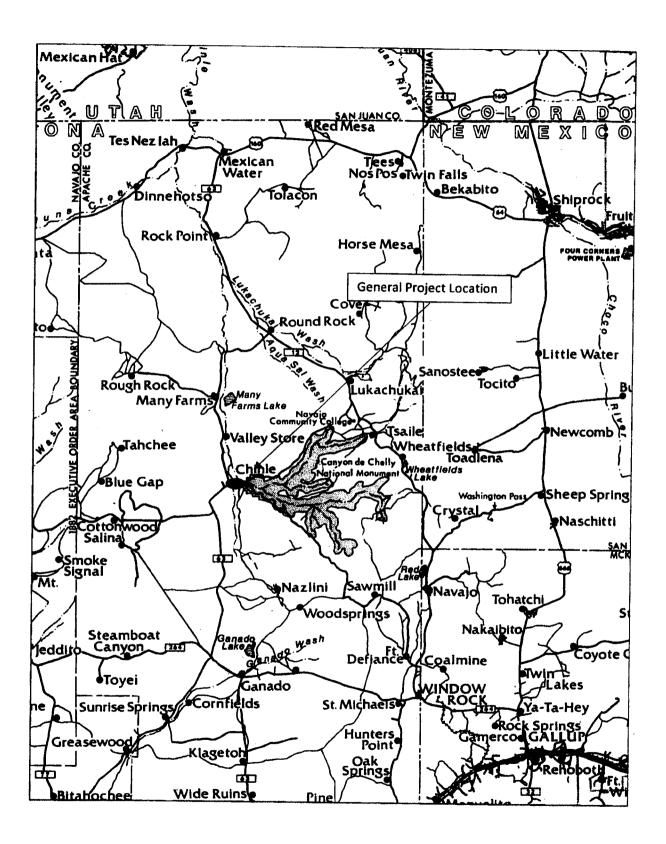
http://www.rivers.gov/wildriverslist.html

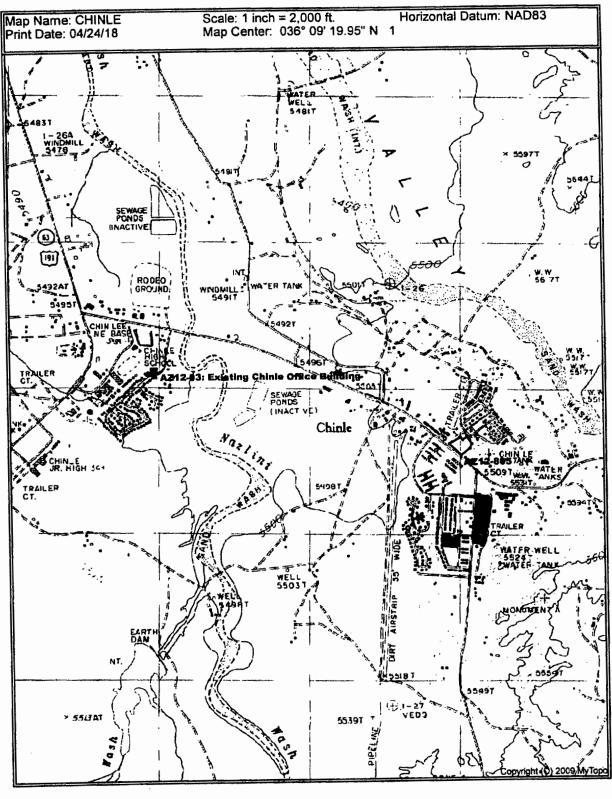
Natural Resource Conservation Service. Web Soil Survey, 2017.

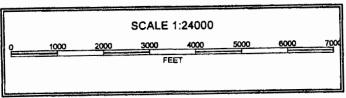
Navajo Division of Health, and Navajo Epidemiology Center. Navajo Population Profile: Window Rock, Arizona, Navajo Nation, December 2013.

M.E. Cooley, J.W. Harshbarger, J.P. Akers, & W.F. Hardt, 1969. Regional Hydrogeology of the Navajo and Hopi Indian Reservations, Arizona, New Mexico, and Utah. Geological Survey Professional Paper 521-A. United States Government Printing Office, Washington: 1969.

www.epa.gov/safewater/sourcewater/pubs/qrg_ssamap_reg9.pdf







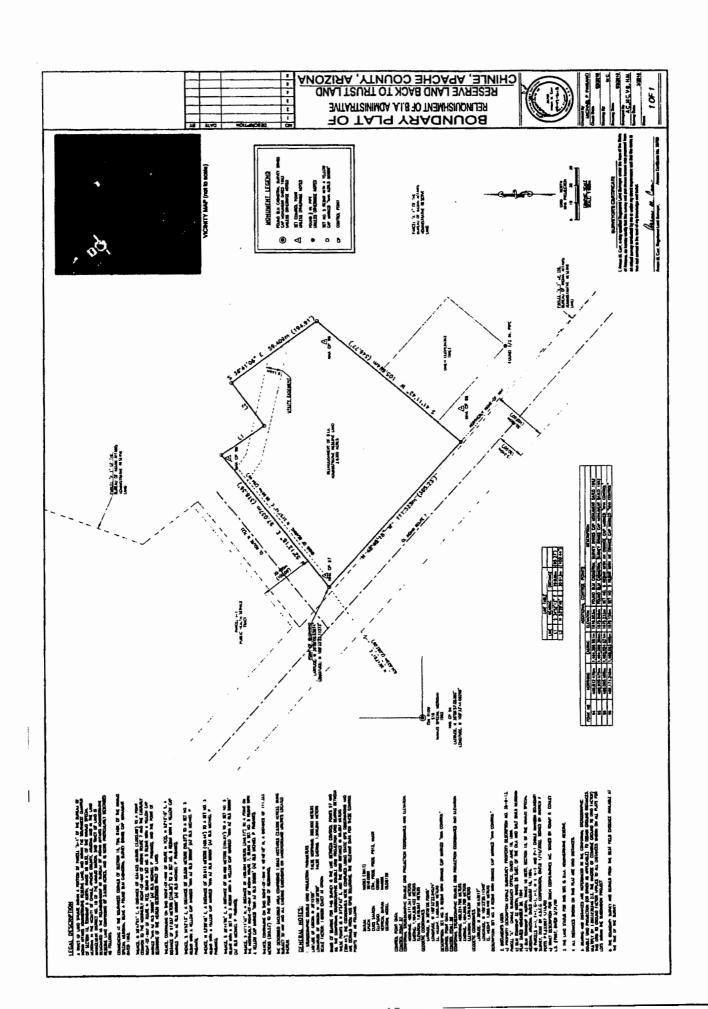


EXHIBIT A FLOODPLAIN MANAGEMENT

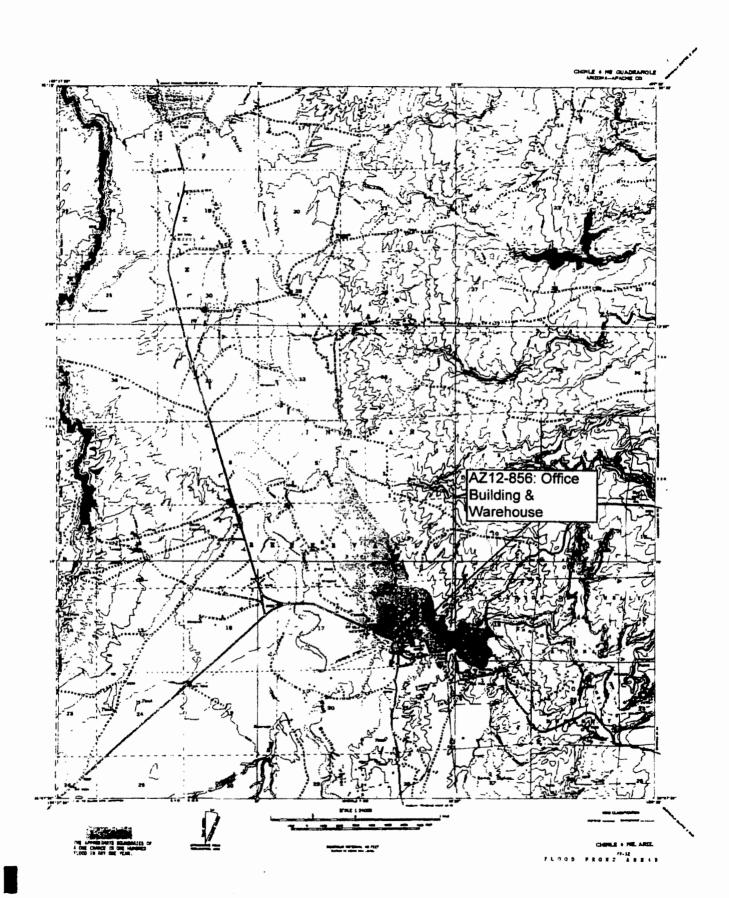
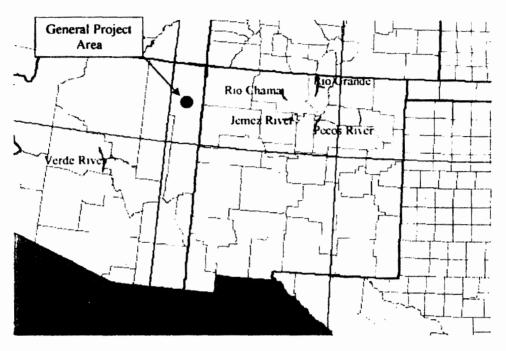


EXHIBIT B WILD & SCENIC RIVERS

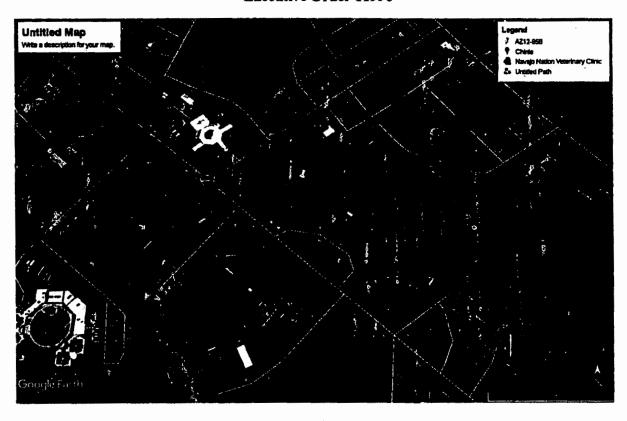
WILD AND SCENIC RIVERS (SECTIONS 7 (B), (C))



Map New Mexico and Arizona showing officially designated Wild and Scenic Rivers and general project area (Source: www.nationaltas.gov).

EXHIBIT C WETLAND PROTECTION

Wetland Protection Executive Order 11990



March 21, 2018

Leann Martinez-Silversmith, Environmental Specialist Navajo Nation Environmental Protection Agency- Water Quality Program PO Box 339 Window Rock, AZ 86515

Re: NHA Project Number NHA AZ12-856 Project in Chinle, Apache County, Arizona

Dear Ms. Martinez-Silversmith,

Navajo Housing Authority is conducting an environmental analysis pursuant to the National Environmental Policy Act (NEPA) for the update of an environmental document. The purpose of this scoping letter is to provide your office with project-specific information and request your assistance in identifying any potential impacts to air quality that might occur as a result of the undertaking.

The Navajo Housing Authority (NHA) is proposing to acquire a parcel of land from the Navajo Nation Government so NHA can build a Chinle Office Building including a warehouse facility for the Chinle Housing Management Office. At the new site, the Chinle Office Building will continue to provide housing services to the Navajo People in the following areas; Chinle, Many Farms, Rock Point, Rough Rock, and Round Rock. For the new site, the project location will be grubbed, leveled, and filled for site preparation of a new office building, new warehouse, new street turn-out, and a parking area. The new office building and warehouse will connect to existing electric, water, sewer, and gas systems within the parcel of land. During construction activities, a temporary fenced construction yard will exist within the leased area. The yard will contain storage of materials and machinery. Minimal or extensive ground disturbance. both surface and sub-surface, may be expected from the use of heavy equipment. After construction of the office building including the warehouse, NHA will continue all maintenance activities within the property. The AZ12-03 Existing Chinle Office Building will be abated and remediated for the following substances; lead-based paint, asbestos, and mold. The existing Chinle Office Building and Warehouse will be demolished and reclaimed. The existing property will remain with Navajo Housing Authority.

Project Number	Quad Map with Legal Location	Center of AZ12- 03: Existing Chinle Office Building	Center of Project UTM (NAD 83)	Total Acreage
AZ12-856	Chinle, AZ Sec-16 T5N R10W Navajo Special Meridian	0627901E 4002315N	0629949E 4001810N	2.6300

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

Sincerely,

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

Attachment: Project Map

EXHIBIT D SOLE SOURCE AQUIFER

SOLE SOURCE AQUIFERS [40 CFR 149]

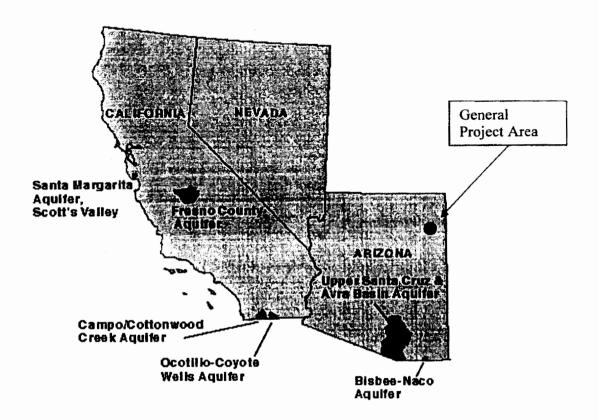


EXHIBIT E ENDANGERED & THREATENDED SPECIES

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.: BIA Administrative Reserve to Navajo Housing Authority, AZ12-856

DESCRIPTION: Proposed relinquishment of the Chinle BIA Administrative Reserve, converting the 2.63 acre parcel to Navajo Trust Lands, and reassigning the parcel to the Navajo Housing Authority to build a Chinle Office Building including a warehouse facility for the Chinle Housing Management Office.

LOCATION: Chinle, Apache County, Arizona

REPRESENTATIVE: Thomasita Morris, Compliance Coordinator, Navajo Housing Authority

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: Request for review and concurrence/21 MAR 2018/T. Morris

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 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/27 MAR 2018

COPIES TO: (add categories as necessary)

2 NTC § 164 Recommendation:	Signature	Date 3/28/18			
Approval	Signature Land Milian	3/28/18			
☐Conditional Approval (with memo) ☐Disapproval (with memo) ☐Categorical Exclusion (with request ☐None (with memo)	Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife letter)				
*I understand and accept the conditions	of compliance, and acknowledge that lack above described project for approval to the	of signature may be grounds for			
Representative's signature	above described project for approvar to a	Date			



RUSSELL BEGAYE JONATHAN NEZ

MEMORANDUM

TO

: David Mikesic, Zoologist

Department of Fish and Wildlife DIVISION OF NATURAL RESOURCES

FROM

: Shire

For Gloria M. Tom, Director

Department of Fish and Wildlife

DIVISION OF NATURAL RESOURCES

DATE

: March 26, 2018

SUBJECT: DELEGATION OF AUTHORITY

I will be on travel and I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00am on Monday March 26, 2018. This delegation shall end at 5:00 pm. on Wednesday, March 28, 2018.

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

ACKNOWLEDGEMENT:

David Mikesic, Zoologist

Department of Fish and Wildlife DIVISION OF NATURAL RESOURCES

Cc: file

EXHIBIT F ARCHAEOLOGICAL REPORT

CULTURAL RESOURCES COMPLIANCE FORM NAVAJO HOUSING AUTHORITY P.O. BOX 4980 WINDOW ROCK, ARIZONA 86515

		WINDOW ROCK, A	AKIZONA 60313	
ROUTING: 0	COPIES TO NNHHPD REAL PROPERTY MGT/330 NHA		NNHPD NO. <u>HPD-18-244.1</u> OTHER PROJECT NO. <u>NHA 18-08 Addendum I</u> AZ12-856	
	TLE: Addendum I: Cultural Reagement Office Tract at Chinle, A		e Proposed Development of the N	Navajo Housing Authority Chinle
	ICY: HUD/NHA Navajo Housing Authority – Oper	ration Branch, P.O. Box	1579, Fort Defiance, Arizona 8650	4
Management accommodate parking areas, construction y subsurface, is 100.436 ft (30)	Office tract. The development internal personnel and external, a maintenance & warehouse but ard includes the storage of mater expected from the use of heavy	will construct a standar communities. Furthern ilding, and other sustain- rials and machinery with equipment. The propo (a) x 346.765 ft (105.694)	sed tract measures 318.363 ft (97. m) x 365.233 ft (111.323 m). The	ilding an administrative office to acilities, accessibilities, streets & ousing staff. A temporary fenced and disturbance, both surface and 037 m) x 95.272 ft (29.039 m) x
	US: Navajo Tribal Trust			
CHAPTER: (LOCATION: series (topogr	T.5N. R.10W, SW/4 of Section	n 16, Navajo Special P	rincipal Meridian: Chinle Quadra	ngles, Arizona; Apache Co., 7.5
	OMPLIANCE ANALYST: Karei ITIQUITIES PERMIT NO.: B18			234567
DATE INSPE	CTED: 3/19/18			A 1234567880
	EPORT: 3/20/18, 3/21/18, 3/22/			
TOTAL ACR	EAGE INSPECTED: 2.6300 ac	(1.0643 ha)		/s/ RECEIVED Y
METHOD OF	FINVESTIGATION: Class III p	edestrian inventory with	transects spaced 15 m apart.	RECEIVED
	TURAL RESOURCES FOUND:	2.7	(IUA)	CPERATIONS BRANCH
	GIBLE PROPERTIES: N-ELIGIBLE PROPERTIES:	None (1) In-Use Area	(1114)	\P
	CHAEOLOGICAL RESOURCES		(IOA)	8/9 C V 6 2 V
	NDITIONS OF COMPLIANCE:		ffected.	311
archaeologica	I deposits, human remains, or location the immediate vicinity of the	cations reportedly associ	ated with Native American religio	urces including but not limited to us/traditional beliefs or practices]. Preservation Department must be
FORM CREE	ARED BY: Haren I Tilde	•		
	ARED BY: Malen . A Male	•••		
. HARBIELD.				- 1 1
Notification to Conditions:		es <u>XX</u> No es No <u>XX</u>	Thomascita Morris Compliance Coordinator-Oper	Date Date Attorns Branch, NHA

Richard Begay, Department Manager Pate
Navajo Nation Heritage & Historic Preservation Officer

NNHHPD Approval/Concurrence:

CULTURAL RESOURCES COMPLIANCE FORM (Attachment Sheet)
NAVAJO HOUSING AUTHORITY
P.O. BOX 4980
WINDOW ROCK, ARIZONA 86515

NNHPD NO. <u>18-244.1</u> OTHER PROJECT NO. NHA 18-08 Addendum I (AZ12-856)

FINALIZED: August 17, 2018

BIA Approval/Concurrence:

Yes No___ (

9.2018

Regional Director

Date

Navajo Regional Office, Bureau of Indian Affairs



I. HPD REPORT NO. HPD-18-244.1	ORT DOCUMENTATION PAGE (HPD JAN 2. (FOR HPD USE ONLY)		RECIPIENTS ACCESSION NO.
	A Cultural Resources Inventory of the avajo Housing Authority Chinle Housing Apache County, Arizona.		FIELDWORK DATE: March 19, 2018
ageeeeeeeee	space county, ranzena.	6.	REPORT DATES:
			March 20, 21 & 22, 2018;
AUTHOR (S): Karen A. Tilden			August 17, 2018
7. CONSULTANT NAME AND ADDI		8.	PERMIT NO.
Gen'l Charge: Karen A. Tilden, C	Compliance Analyst		B18026
Org. Name: NHA-Operations I Org. Address: P.O. Box 1579	Branch/Environmental Clearance Program		CONCULTANT REPORT NO
Fort Defiance, Ari	zona 86504	9.	CONSULTANT REPORT NO. NHA 18-08 Addendum 1
Phone: (928) 729-6618			NIIA 18-06 Addendum 1
10. SPONSOR NAME AND ADDRESS		11.	SPONSOR PROJECT NO.
Ind. Responsible: Thomascita Morri		• • •	AZ12-856
Org. Name: NHA-Operations I	Branch/Environmental Clearance Program		
Org. Address: P.O. Box 1579		12.	AREA OF EFFECT:
Fort Defiance, Ari	zona 86504		2.6300 ac (1.0643 ha)
Phone: (928) 729-6618			AREA OF SURVEYED:
13. LOCATION (MAP ATTACHED): S			2.6300 ac (1.0643 ha)
cultural resources were encountered of a. Location/Identification of Each R	Supplement Sheet Setting: See Supplement Sheet Sheet GS: One in-use area (IUA) was identified or identified.	16, i	Navajo Special Principal Meridian. ovisional edition 1982.
16. MANAGEMENT SUMMARY (Recommended for the proposed under		1 0	f "no historic – properties – affected" i
17. CERTIFICATION: SIGNATURE: General/Direct	Charge Name: Karen A. Tilden, Compliance	DA'	

SUPPLEMENT SHEET (AIRS FORM)
INVENTORY OF THE PROPOSED DEVELOPMENT OF THE NHA CHINLE HMO TRACT AT CHINLE, AZ.
NHA 18-08 ADD. I

- 13. LOCATION: See Figure 1 for locational map.
 - f. <u>UTM CENTER:</u> Below are UTM coordinates of the NHA Chinle HMO tract (see Figure 1).

NHA Chinle HMO Tract:

Corners	Point	Northing	Easting	<u>Comers</u>	<u>Point</u>	Northing	Easting
North ¹	Α	4001878	629935	East	D	4001829	630013
South'	В	4001854	629953	South ²	E	4001750	629946
North ²	C	4001871	629976	West	F	4001823	629860

^{*}Data above is taking from Garmin GPS 12XL (NSPM).

14. REPORT:

- a. <u>DESCRIPTION OF UNDERTAKING</u>: The sponsor, the Navajo Housing Authority (NHA), requested a cultural resources inventory of the proposed development of the Navajo Housing Authority Chinle Housing Management Office tract at Chinle, Arizona. The development will involve to construct a standardizing and quality structure by building an administrative office to accommodate internal personnel and external communities. Furthermore, to construct any associated facilities, accessibilities, streets & parking areas, a maintenance & warehouse building, and other sustainable office improvements for the housing staff. A temporary fenced construction yard includes the storage of materials and machinery within the existing tract. Extensive ground disturbance, both surface and subsurface, is expected from the use of heavy equipment. The proposed tract measures 318.363 ft (97.037 m) x 95.272 ft (29.039 m) x 100.436 ft (30.613 m) x 194.911 ft (59.409 m) x 346.765 ft (105.694 m) x 365.233 ft (111.323 m). The area of potential effect therefore equals approximately 114,562.80 sq. ft (10,642.88 sq. m) or 2.6300 ac (1.0643 ha). The lead agency for the proposed construction is the Housing Urban Development Navajo Housing Authority.
- b. <u>EXISTING DATA REVIEW</u>: Archival records at the Navajo Nation Heritage & Historic Preservation Department (NNHHPD) indicated that thirteen archaeological survey projects (NPS 68-72, 80-284, NAU 84-233, NAEQ 84-273, 89-304, 91-662, 93-249, 93-449, 95-556, 98-172, 98-901, 03-1059, & 04-1012) have been previously conducted, but no archaeological sites have been recorded, within an approximate 328 ft. (100 m) radius of the current project area. Furthermore, there are four Traditional Cultural Properties [TCP-87 "Chinle", TCP-373, TCP-434, & TCP-1080] that were documented within the well-developed general area but are all located more than ½ mi (0.8 km) from the proposed project area.

For a relevant overview of the project area, the reader is referred to:

Van Valkenburgh, Richard F.

- 1974 Navajo Sacred Places. In Navajo Indian III edited by Clyde Kluckholn, pp. 9-199. Garland Publishing, New York, New York.
- c. AREA ENVIRONMENTAL AND CULTURAL SETTING: The proposed project area is located within the Chinle Valley below the Defiance Plateau ridges of the Colorado Plateau at elevations ranging between 5,513 ft. (1,680 m) and 5,516 ft. (1,681 m) above mean sea level. The area is located approximately ¼ mi (0.4 km) east of the Chinle Chapter House along northeast of Indian Route N7. The predominant vegetation in the area includes domestic shade trees, juniper, rabbitbrush, saltbush, broom snakeweed, Russian thistle, and various desertland grasses. The surface sediment is a red_clay loam with sandstone outcrops. Other than small unnamed drainages, the major water source in the area is Chinle Wash located approximately ½ mi (0.8 km) northeast of the project area. Dogs were the only domesticated animals noted during the survey; various native birds were the only non-domesticated animals observed. The surrounding area has been impacted by livestock, the development of scattered homesites, NHA housing, other residentials, business sites, church sites, health facilities, educational sites, community cemeteries, the Canyon De Chelly National Monument, camp grounds, a municipal airport, radio facilities, windmills, water tanks, sewage lagoons, sewerlines, waterlines, powerlines, fencelines, telephone lines, gas pipelines, Indian Routes N7, N27, N64, & N102-1, U.S Highway 191, and secondary roads.
- d. <u>FIELD METHODS:</u> The requested archaeological survey was conducted by K.A. Tilden of the Navajo Housing Authority (NHA) on March 19, 2018. Thomascita Morris, Compliance Coordinator with NHA-Environmental Clearance Program, assisted in locating the project area. The project area has been previously impacted by blading along with adjacent infrastructures (IUA #1). Once the tract rebars were located, a Class III pedestrian inventory was performed by walking

SUPPLEMENT SHEET (AIRS FORM)
INVENTORY OF THE PROPOSED DEVELOPMENT OF THE NHA CHINLE HMO TRACT AT CHINLE, AZ.
NHA 18-08 ADD. I

zigzag transects with adjacent points spaced approximately 15 m apart within the proposed project. A 50 ft (15 m) cultural buffer zone was not added because of the close proximity of surrounding business sites, a housing area, and infrastructures (IUA #1) within and adjacent the current project area. Thus, the total area inventoried equaled approximately 114,562.80 sq. ft. (10,642.88 sq. m) or 2.6300 ac (1.0643 ha).

Also, as part of the archaeological inventory, brief interviews were conducted in English and Navajo on previous projects with Chinle Chapter House officials and local community members regarding Traditional Cultural Properties (TCPs) in and around the project area. In addition, sufficient notes were gathered on the environmental and cultural setting, and for evaluation of the in-use area, in and around the survey area.

15. CULTURAL RESOURCE FINDINGS:

- a. LOCATION/IDENTIFICATION OF EACH RESOURCE: One in-use area (IUA) was identified during the NHA 18-08 Addendum I inventory; no other cultural resources were identified or encountered. In keeping with the Navajo Nation's policy to respect the property and privacy rights of its people, the IUA was not fully recorded, but features were noted in sufficient detail to allow for their assessments as archaeological resources. IUA #1 consists of a pre-1982 to recent demolish BIA compounds and newly develop businesses {Dineh Cooperative, Navajo Nation Specialized Child Care Service-Chinle Agency Social Service, Chinle Treament Center "Life is Precious", Frontier Communications, etc.}, residentials, Indian Routes N7 & N102-1, fence lines, fire hydrants, gas lines, waterlines, powerlines, telephone lines, and sewer lines.
- b. EVALUATION OF SIGNIFICANCE OF EACH RESOURCE (ABOVE): The in-use area (IUA #1) is less than 50 years old and it is not distinctive enough to justify waiving the 50-year age guideline of the National Register of Historic Places. Being less than 100 years old, it does not meet the definition of an archaeological resource as required for protection under the Archaeological Resources Protection Act (ARPA). Some if not all of the existing residents & buildings were blessed prior to occupations therefore they are considered protectable under the American Indian Religious Freedom Act (AIRFA). However, the NHA/HMO personnel have requested service and do not believe the proposed undertakings will compromise any sacred qualities associated with the residents and buildings; all forthcoming undertakings will be within the existing NHA Chinle HMO tract.

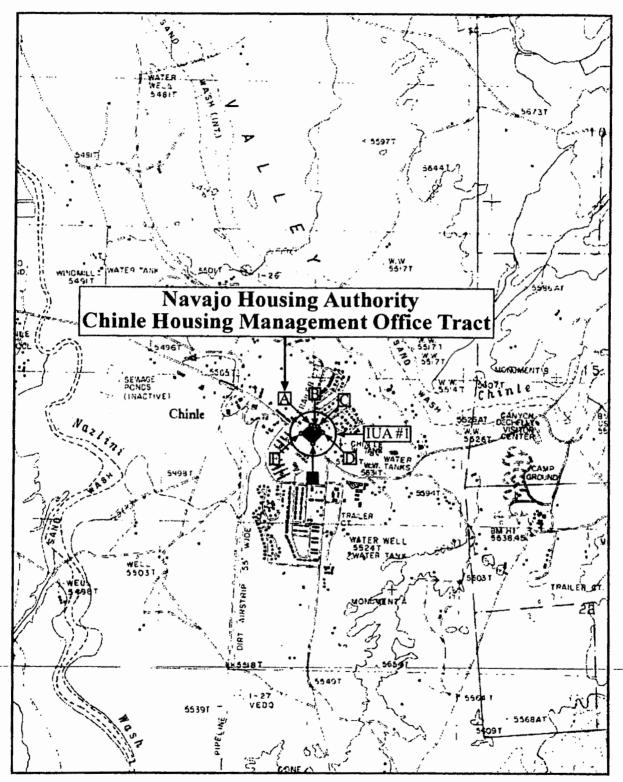


Figure 1. Locational map of the proposed development of the NHA Chinle Housing Management Office tract and of IUA #1 (NHA 18-08 Addendum I). Letters correspond to UTM coordinates. USGS 7.5' series map reference: Chinle, Arizona, provisional edition 1982; T.5N, R.10W, SW/4 of Section 16, Navajo Special Principal Merdian.

APPENDIX A

Proposed Guidelines for Treatment of Discovery Situations

Proposed Guidelines for Treatment of Discovery Situations

In all discovery situations, the existing ground surface in the vicinity of the discovery will be mapped to show the relationship of the discovery to the project area, topographic features, cultural features, and surface artifacts. The map will be prepared using, at a minimum, a compass and measuring tape; at the option of the archaeologist, a transit, a plane table and alidade, or other surveying equipment may be used. Beyond that, specific types of features will be treated as follows.

ASH STAINS: The location will be mapped, the feature will be profiled and photographed, and charcoal fragments will be collected for radiocarbon dating. If it appears that the feature can be dated through radiocarbon analysis, artifacts, or stratigraphy, and if the ash stain is dense enough and dark enough to be likely to yield botanical remains, pollen and flotation samples will be collected and analyzed. At the discretion of the archaeologist, in consultation with NNHPD, radiocarbon samples will be analyzed.

HEARTHS: The location will be mapped, the feature will be profiled and photographed, and charcoal fragments will be collected for radiocarbon dating. If it appears that the feature can be dated through radiocarbon analysis, archaeomagnetic, artifacts, or stratigraphy, and if the ash stain is dense enough and dark enough to be likely to yield botanical remains, a flotation sample will be collected and analyzed. Since burning destroys pollen, no pollen samples will be taken from hearths. At the discretion of the archaeologist, in consultation with NNHPD, radiocarbon samples will be analyzed.

MIDDENS: The location will be mapped, and the feature will be profiled and photographed. Charcoal fragments will be collected for radiocarbon dating. Pollen and flotation samples will be collected and analyzed. If natural stratigraphy is present in middens, samples will have collected according to natural stratigraphy, not from arbitrary levels. In order to recover data on the stratification of artifacts in the midden, at least one 1 m-by-1 m column, located immediately adjacent to the area disturbed by construction, will be hand excavated in levels no greater than 10 cm thick, and all excavated fill will be screened through mesh no larger than ¼ inch. Auger holes will be placed every 2.5 to 5.0 m along the unexcavated portion of the right-of-way for a sufficient distance to define the boundary of the midden and to ascertain whether or not additional features are present. Because middens are generally associated with substantial occupations and other features, consultation with NNHPD, the B1A, and the SHPO will be required after the initial recording has been completed.

PIT HOUSES AND BURIED SURFACE STRUCTURES (PUEBLOS AND FIELD HOUSES): The location will be mapped, and the feature exposed will be profiled and photographed. Charcoal fragments and any wood samples will be collected for radiocarbon and dendrochronological analysis. Charcoal and wood samples of adequate size and quality will be submitted for dendrochronological analysis; charcoal will be radiologically analyzed only if the feature cannot be dated by other means. Pollen and flotation samples will be taken from the floor, subfloor pits, hearths, and other appropriate contexts, and will be analyzed.

Auger holes will be placed every 1.5 to 5.0 m along the unexcavated portion of the right-of-way for a sufficient distance to define the boundary of the feature and to ascertain whether or not additional features are present. Because dwellings usually yield substantial amounts of significant information, and because they are usually associated with other features, consultation with NNHPD, the BIA, and the SHPO will be required after the initial recording has been completed. In general, however, additional excavation of these types of features (beyond the initial recording described above) will occur only if the feature is likely to sustain additional damage from erosion, additional construction, or maintenance.

PREHISTORIC BURIALS: Prehistoric burials will be completely excavated, mapped, profiled, and photographed. Charcoal, pollen, and flotation samples will be collected as appropriate from the burials and associated artifacts and features. Charcoal will be submitted for analysis if the burial cannot be dated by other means. Pollen and flotation samples will be analyzed, along with skeletal remains and artifacts.

HISTORIC AND UNDATED GRAVES: The Navajo Nation burial policy will be followed in these cases.

Except for items associated with burials and graves, all materials recovered from discovery situations will be curated by NNAD for the Navajo Tribal Museum. Human remains and grave goods will be treated in accordance with the Navajo Nation policy on burials and human remains.

EXHIBIT G ENVIRONMENTAL MODULE

TOXIC OR HAZARDOUS SUBSTANCES & RADIOACTIVE MATERIALS (HUD Notice 79-33)

Arizona (8 Sites)							
Site Name	City	CERCLIS ID	Final Listing Date	Federal Facility Indicator			
APACHE POWDER CO.	SAINT DAVID	AZD008399263	08/30/1990	No			
HASSAYAMPA LANDFILL	HASSAYAMPA	AZD980735666	07/22/1987	No			
INDIAN BEND WASH AREA	SCOTTSDALE	AZD980695969	09/08/1983	No			
MOTOROLA, INC. (52ND STREET PLANT)	PHOENIX	AZD009004177	10/04/1989	No			
PHOENIX-GOODYEAR AIRPORT AREA	GOODYEAR	AZD980695902	09/08/1983	No			
TUCSON INTERNATIONAL AIRPORT AREA	TUCSON	AZD980737530	09/08/1983	No			
WILLIAMS AIR FORCE BASE	CHANDLER	AZ7570028582	11/21/1989	Yes			
YUMA MARINE CORPS AIR STATION	YUMA	AZ0971590062	02/21/1990	Yes			

EXHIBIT H EXPLOSIVE & FLAMMABLE

Explosive and Flammable Operations 24 CFR Part 51C regulations

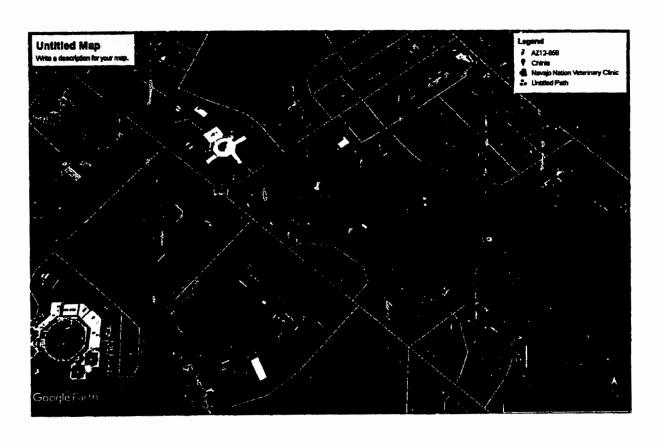


EXHIBIT I FARMLAND PROTECTION

March 21, 2018

Judy Willeto, Range Conservationist Division of Natural Resources PO Box 9000 Window Rock, AZ 86515



Re: NHA Project Number NHA AZ12-856 Project in Chinle, Apache County, Arizona

Dear Ms. Willeto.

Navajo Housing Authority is conducting an environmental analysis pursuant to the National Environmental Policy Act (NEPA) for the update of an environmental document. The purpose of this scoping letter is to provide your office with project-specific information and request your assistance in identifying any potential impacts to air quality that might occur as a result of the undertaking.

The Navajo Housing Authority (NHA) is proposing to acquire a parcel of land from the Navajo Nation Government so NHA can build a Chinle Office Building including a warehouse facility for the Chinle Housing Management Office. At the new site, the Chinle Office Building will continue to provide housing services to the Navajo People in the following areas; Chinle, Many Farms, Rock Point, Rough Rock, and Round Rock. For the new site, the project location will be grubbed, leveled, and filled for site preparation of a new office building, new warehouse, new street turn-out, and a parking area. The new office building and warehouse will connect to existing electric, water, sewer, and gas systems within the parcel of land. During construction activities, a temporary fenced construction yard will exist within the leased area. The vard will contain storage of materials and machinery. Minimal or extensive ground disturbance, both surface and sub-surface, may be expected from the use of heavy equipment. After construction of the office building including the warehouse. NHA will continue all maintenance activities within the property. The AZ12-03 Existing Chinle Office Building will be abated and remediated for the following substances; lead-based paint, asbestos, and mold. The existing Chinle Office Building and Warehouse will be demolished and reclaimed. The existing property will remain with Navajo Housing Authority.

Project Number	Quad Map with Legal Location	Center of AZ12- 03: Existing Chinle Office Building	Center of Project UTM (NAD 83)	Total Acreage
AZ12-856	Chinle, AZ Sec-16 T5N R10W Navajo Special Meridian	0627901E 4002315N	0629949E 4001810N	2.6300

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

Sincerely.

Thorasita Maria

Thomascita Morris. Compliance Coordinator NHA- Operations Branch/Environmental Clearance Program PO BOX 1579

Fort Defiance, AZ 86504

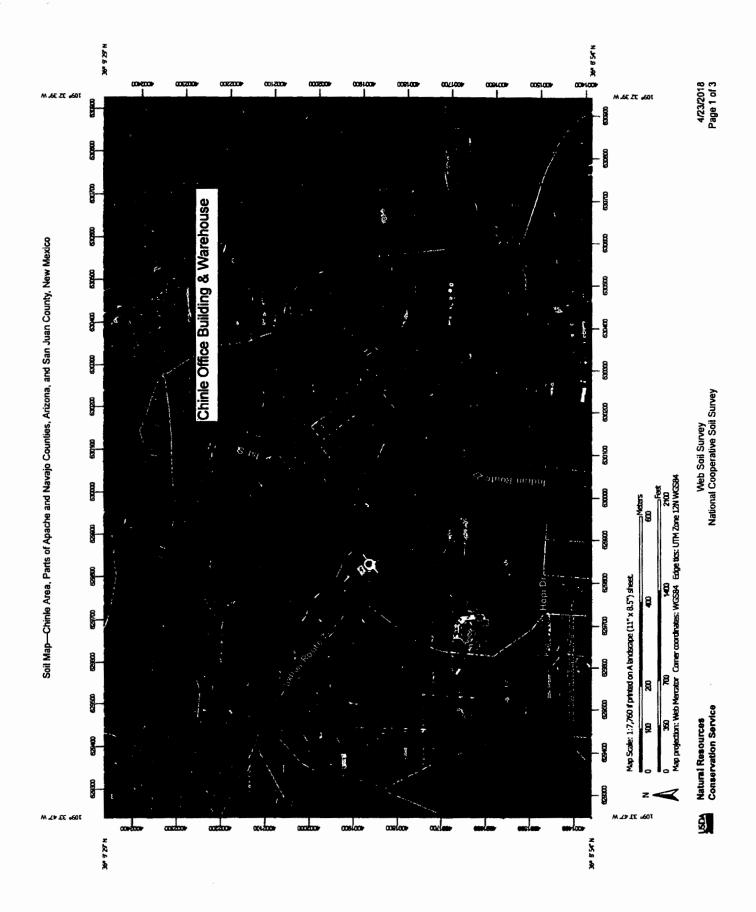
Attachment: Project Map

CONCURRENCE:

DATE:

Willete, Range Conservationist

Department of Agriculture



This product is generated from the USDA-NRCS certified data as line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed distance and area. A projection that preserves area, such as the Date(s) aerial images were photographed: Nov 29, 2010-Nov Maps from the Web Soil Survey are based on the Web Mercator misunderstanding of the detail of mapping and accuracy of soil Enlargement of maps beyond the scale of mapping can cause The orthophoto or other base map on which the soil lines were Soil Survey Area: Chinle Area, Parts of Apache and Navajo compiled and digitized probably differs from the background projection, which preserves direction and shape but distorts Soil map units are labeled (as space allows) for map scales Source of Map: Natural Resources Conservation Service Albers equal-area conic projection, should be used if more imagery displayed on these maps. As a result, some minor The soil surveys that comprise your AOI were mapped at Please rely on the bar scale on each map sheet for map Counties, Arizona, and San Juan County, New Mexico accurate calculations of distance or area are required. Coordinate System: Web Mercator (EPSG:3857) MAP INFORMATION Warning: Soil Map may not be valid at this scale. shifting of map unit boundaries may be evident. Survey Area Data: Version 10, Sep 7, 2017 of the version date(s) listed below Web Soil Survey URL: 1:50,000 or larger. measurements. 1:24,000 Special Line Features Streams and Canals Interstate Highways Aerial Photography Very Stony Spot Major Roads Local Roads US Routes Story Spot Spoil Area Wet Spot ğ Ö Raifs Water Features Transportation **Background** MAP LEGEND В ŧ ? Soil Map Unit Polygons Severely Eroded Spot Area of Interest (AOI) Miscelfaneous Water Soil Map Unit Points Soil Map Unit Lines Closed Depression Marsh or swamp Perennial Water Mine or Quarry Rock Outcrop Special Point Features Gravelly Spot Saline Spot Sandy Spot Side or Sip Sodic Spot Borrow Prt Gravel Pit Lava Flow Clay Spot Area of interest (AOI) Sinkhole Blowout Landfill 3 Ø 0 × ٥

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Aneth-Naha-Sheppard family complex, 0 to 2 percent slopes	1.1	0.4%
13	Claysprings-Lithic Torriorthents-Typic Torriorthents complex, badlands, 1 to 60 percent slopes	39.9	13.6%
24	Jocity-Tezinie-Nazlini complex, sodic, 0 to 5 percent slopes	7.0	2.4%
42	Riverwash-Bebeevar complex, 0 to 3 percent slopes	14.1	4.8%
51	Trail-Ives-Riverwash complex, 0 to 2 percent slopes	29.8	10.2%
60	Urban land-lves-Jocity complex, sodic, 0 to 3 percent slopes	201.2	68.6%
Totals for Area of Interest		293.1	100.0%

Chinle Area, Parts of Apache and Navajo Counties, Arizona, and San Juan County, New Mexico

60—Urban land-lves-Jocity complex, sodic, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2sdyc Elevation: 5,200 to 5,600 feet

Mean annual precipitation: 6 to 10 inches
Mean annual air temperature: 54 to 57 degrees F

Frost-free period: 150 to 180 days

Map Unit Composition

Urban lands: 40 percent

Ives and similar soils: 30 percent Jocity and similar soils: 20 percent

Estimates are based on observations, descriptions, and transects of

the mapunit.

Description of Urban Lands

Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 8c

Description of Ives

Setting

Landform: Flood-plain steps, stream terraces Landform position (two-dimensional): Summit Landform position (three-dimensional): Flat

Down-slope shape: Linear Across-slope shape: Linear

Parent material: Slope alluvium derived from sandstone and shale and/or eolian sands derived from sandstone and shale over residuum weathered from sandstone and shale

Typical profile

Anp1 - 0 to 6 inches: sandy clay loam
Anp2 - 6 to 21 inches: sandy clay loam
2Cny1 - 21 to 45 inches: loamy sand
2Cny2 - 45 to 52 inches: fine sandy loam
2Cny3 - 52 to 60 inches: very fine sandy loam

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Very

low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: Rare Frequency of ponding: None

Calcium carbonate, maximum in profile: 10 percent

Gypsum, maximum In profile: 4 percent

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0

to 3.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 120.0

Available water storage in profile: Moderate (about 6.4 inches)

Interpretive groups

Land capability classification (imigated): None specified

Land capability classification (nonimigated): 7c

Hydrologic Soil Group: D

Ecological site: Clay Loam Terrace 6-10" p.z. Sodic

(R035XB237AZ)

Description of Jocity

Setting

Landform: Flood-plain steps, stream terraces Landform position (two-dimensional): Summit Landform position (three-dimensional): Flat

Down-slope shape: Linear Across-slope shape: Linear

Parent material: Slope alluvium derived from sandstone and shale and/or eolian sands derived from sandstone and shale over residuum weathered from sandstone and shale

Typical profile

Anp1 - 0 to 7 inches: clay loam
Anp2 - 7 to 24 inches: clay loam
Anp3 - 24 to 30 inches: sandy clay loam
Cny1 - 30 to 46 inches: sandy clay loam

Cny2 - 46 to 60 inches: clay

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very

low to moderately low (0.00 to 0.06 in/hr) Depth to water table: More than 80 inches

Frequency of flooding: Rare Frequency of ponding: None

Calcium carbonate, maximum in profile: 10 percent

Gypsum, maximum in profile: 4 percent

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0

to 3.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 30.0

Available water storage in profile: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7c
Hydrologic Soil Group: D
Ecological site: Clay Loam Terrace 6-10" p.z. Sodic
(R035XB237AZ)

Data Source Information

Soil Survey Area: Chinle Area, Parts of Apache and Navajo Counties, Arizona,

and San Juan County, New Mexico

Survey Area Data: Version 10, Sep 7, 2017

EXHIBIT J NOISE ABATEMENT & CONTROL

WORKSHEET A - SITE EVALUATION

24-Apr-18

Site Location Chinle, Apache County, AZ Program Navajo Housing Authority **Project Name** AZ12-856 Locality File Number NHA-18-CSD-RS-15 Sponsor's Name Dwayne Waseta Phone (928)871-2600 Street Address P.O. Box 4980 City/St. Window Rock, AZ 86515 **Acceptability Category** DNL Year Predicted CURRENT UTURE 1. Roadway Noise: #NUM! #NUM! #NUM! 2018 2. Aircraft Noise: Acceptable 0.0 3. Railway Noise: Acceptable 0.0 2018 Combined DNL #NUM! #NUM! #DIV/0! #DIV/0! **Barrier Performance** Final DNL #NUM! #NUM! FINAL SITE EVALUATION: #### ACCEPTABLE #### NORMALLY UNACCEPTABLE (65-75dB)

#NUM! dB MINIMUM ATTENTUATION FOR FIGURE 19 REQUIRED.

Barrier Performance

UNACCEPTABLE

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WORKSHEET C - ROADWAY NOISE

List all major Roads wi					
1. IR-7IR-7IR-	-/IR-/IR-/				
2. 3.					
3. 4.					
٦.		ROAD 1	ROAD 2	ROAD 3	ROAD 4
1. Distance in feet from	n the NAL				
to the edge of the ro	pad				
a. nearest lane		27			
b. farthest lane		79			
c. average		53			
2. Distance to Stop Sig	an (If no	1000	<u> </u>	T	T
Sign enter					
3. Road Gradient in pe		2.00			
4 Average around in m	ah				
Average speed in managementa. autos	ihii	35	1	T	т——
b. heavy trucks - uphi	H	35		-	+
c. heavy trucks - down		35		 	
C. Heavy trucks - down	(1) (III)		<u> </u>	<u> </u>	<u> </u>
5. Auto ADT					
a. auto	(data)	8806			
	(projected)	10949			
 b. medium trucks 	(data)				
	(projected)				
c. effective ADT	(data)	8806			
	(projected)	10949			
6. Truck ADT					
a. uphill	(data)				
(or total)	(projected)				
b. downhill	(data)		Ī		
	(projected)	T			
c. buses					
d. total	(data)	176			
	(projected)				
7. Fraction of nightime	e traffic	0	T	r	
(10 PM to 7AM)	• • • • • • • • • • • • • • • • • • • •		<u> </u>		
O Troffic Data to Carl	Mihat Vaar	2007		·	T
8. Traffic Data Is For		2007		 	
Traffic Projected To	2018		<u> </u>	-	
Growth Rate in %/yr.	(as a whole #)	2	1	1	L

		ROAD 1	ROAD 2	ROAD 3	ROAD 4
AUTO DNL	Current Future	63.4 64.3	#NUM! #NUM!	#NUM! #NUM!	#NUM! #NUM!
TRUCK DNL	Current Future	#NUM! #NUM!	#NUM! #NUM!	#NUM! #NUM!	#NUM! #NUM!
COMBINE Trucks &	Cars Current Future	#NUM! #NUM!			
Roads 1	Roads 1 & 2		#VALUE! #VALUE!	#NUM! #NUM!	
Roads 38	3 4	Current Future			
Roads 1,	2 & 3	Current Future	#VALUE! #VALUE!	#NUM! #NUM!	
Roads 1,	2,3 & 4	Current Future	#VALUE!	#NUM! #NUM!	

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Chinle Chapter Government

THE NAVAJO NATION

Myron McLaughlin

David Yazzie, Jr.

Cynthia Hunter
SECRETARY TREASURER

Leonard H. Pete

COUNCIL DELEGATE

Eugene Tso

GRAZING COMMITTEE MI MBLR

RESOLUTION OF THE CHINLE CHAPTER NAVAJO NATION CHIN-MAR-18-021

RECOMMENDING AND REQUESTING BUREAU OF INDIAN AFFAIRS NAVAJO REGIONAL TO INITIATE AND COMPLETE THE RELINQUISHMENT 2.6300 ACRES WITHIN PARCEL "A" OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND BACK TO TRUST LAND IN CHINLE, ARIZONA

WHEREAS:

- 1. Chinle Chapter, a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and
- 2. The Bureau of Indian Affairs (BIA) Navajo Regional Office's objective is to enhance the quality of life, facilitate economic opportunity, carry out the responsibility to protect and improve the trust assets of the Navajo Nation, as well as, to strive for excellence while fostering cooperation, coordination, and consultation in support of Indian self-determination and tribal sovereignty; and
- 3 Chinle Chapter is in a land lock situation and has no land available for any kind of development within town limits; and
- 4 Chinle Chapter has critical land needs for community development to support the short and long-term needs of the its community members
- 5. The location of said land is within the southwest of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle Apache County, Arizona, and in the Land Management District of No. 10 of the Navajo Nation (see Exhibit A); and
- 6. Chinle Chapter deems it necessary to expeditiously expedite the relinquishment process so the said land will be available for improvement and development.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Chinle Chapter recommends and requests the Bureau of Indian Affairs Navajo Regional Office to initiate and complete the relinquishment 2.6300 acres within Parcel "A" of the Bureau of Indian Affairs Administrative Reserve Land Back to Trust Land in Chinle, Arizona.
- 2. The location of said land is within the southwest of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District of No. 10 of the Navajo Nation (see Exhibit A).

Page Two

CHIN-MAR-18-021: RECOMMENDING AND REQUESTING BUREAU OF INDIAN AFFAIRS NAVAJO REGIONAL TO INITIATE AND COMPLETE THE RELINQUISHMENT 2.6300 ACRES WITHIN PARCEL "A" OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND BACK TO TRUST LAND IN CHINLE, ARIZONA

CERTIFICATION

₩e.	hereby	certify that	the for	regoing o	chapter	resolution	was duly	considered	by the C	Chinle C	hapter	at a
		meeting in C										
was	passed	by a vote of	2A	in favor	. <i>O</i>	opposed,	and _5	_ abstained	this 19th	day of	March.	2018.

Motioned by: Leonard Pete Seconded by: Leo Max Begay

Myron McLaughtin, President David Wazzie. Vice President

Opnibia Hunter. Secretary/Treasurer

Chinle Chapter Government

THE NAVAIO NATION

Myron McLaughlin

David Yazzie, Jr.

Cynthia Hunter

VICE PRESIDENT

Leonard H. Pete

Eugene Tso

COUNCIL DELEGATE

GRAZING COMMITTEE MEMBER

RESOLUTION OF THE CHINLE CHAPTER NAVAJO NATION CHIN-MAR-18-022

SUPPORTING AND APPROVING CHINLE HOUSING MANAGEMENT OFFICE, NAVAJO HOUSING AUTHORITY'S (CHINLE HMO-NHA) REQUEST TO WITHDRAW 2.6300 ACRES BETWEEN THE DINEH COOPERATIVES, INC AND DEPARTMENT OF BEHAVIORAL HEALTH'S TWIN TRAILS TREATMENT CENTER AS A NEW SITE FOR THE CHINLE HMO-NHA

WHEREAS:

- 1. Chinle Chapter, a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and
- 2. The Chinle Housing Management Office-Navajo Housing Authority (Chinle HMO-NHA) is one of fifteen field offices under the umbrella of Navajo Housing Authority; and
- 3. The Chinle HMO-NHA is located on an existing 1.25 acre plat; and
- 4. Since the early 2000's, the Chinle HMO-NHA has been seeking and exploring Chinle area for land to construct and build a new Housing Management Office but to no avail; and
- 5. The Chinle HMO-NHA facility is too small, too constrained and has outgrown the current location to provide housing needs and services to low-income individuals and families; and
- 6. The current Chinle HMO-NHA is too old and does not meet the requirements of the Uniform Federal Accessibility Standards and the Americans with Disabilities Act (ADA) for individuals who are physically handicapped and/or have disabilities; and
- 7. The Chinle HMO-NHA and Chinle Chapter have been collaborating and working in partnership to identify and withdraw land for a new Housing Management Office; and
- 8. The Chinle HMO-NHA and Chinle Chapter have identified a 2.6300 acre parcel between the Dineh Cooperatives, Inc. and Department of Behavioral Health's Twin Trails Treatment Center as a new site for the Chinle HMO-NHA; and
- 9. The project name for the new site for the Chinle HMO-NHA is AZ 12-856; and

P: (928) 674-2052

- 10. The Chinle HMO-NHA and Navajo Housing Authority have conducted the survey for a legal survey and description. The location of said land is within the southwest of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District of No. 10 of the Navajo Nation (see Exhibit A); and
- 11. Chinle Chapter recommends to Chinle Navajo Housing Authority Housing Management Office (Chinle HMO-NHA) and Navajo Housing Authority to utilize the proper Navajo Nation land withdrawal procedures and processes to withdraw land.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Chinle Chapter supports and approves Chinle Navajo Housing Authority Housing Management Office (Chinle HMO-NHA) request to withdraw the 2.6300 acre parcel between the Dineh Cooperatives, Inc. and Department of Behavioral Health's Twin Trails Treatment Center as a new site for the Chinle HMO-NHA in Chinle, AZ.

Page Two

CHIN-MAR-18-022: SUPPORTING AND APPROVING CHINLE HOUSING MANAGEMENT OFFICE, NAVAJO HOUSING AUTHORITY'S (CHINLE HMO-NHA) REQUEST TO WITHDRAW 2.6300 ACRES BETWEEN THE DINEH COOPERATIVES, INC AND DEPARTMENT OF BEHAVIORAL HEALTH'S TWIN TRAILS TREATMENT CENTER AS A NEW SITE FOR THE CHINLE HMO-NHA

- 2. The location of said land is within the southwest of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District of No. 10 of the Navajo Nation (see Exhibit A).
- Chinle Chapter recommends to Navajo Housing Authority and Chinle Housing Management Office, Navajo Housing Authority (Chinle HMO-NHA) to utilize the proper Navajo Nation land withdrawal procedures and processes to withdraw said parcel for the new site for the Chinle HMO-NHA.

CERTIFICATION

We, hereby certify that the foregoing chapter resolution was duly considered by the Chinle Chapter at a duly called meeting in Chinle, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 24 in favor, ϕ opposed, and 5 abstained this 19th day of March, 2018.

Motioned by: Leo Max Bogay

Myron McLaughlin, President

David Yazzie, Vice President

Cyphthia Hunter, Secretary/Treasurer

Shannellarni 3/26/2018



Chinle Chapter Government

Community Land Use Planning Committee

President

Vice President

Secretary

Member

Member

Glenn Davis

Eugene Tso

Shawna Claw

Rachel Wagner

Toy Baldwin

RESOLUTION OF THE CHINLE LAND USE PLANNING COMMITTEE

NOITAN OLAVAN

CLUPC-APR-10-18-001

AMENDING THE LANGUAGE OF CLUPC-MAR-29-18-001, "RECOMMENDING TO CHINLE CHAPTER TO REQUEST THE BUREAU OF INDIAN AFFAIRS NAVAJO REGIONAL OFFICE TO EXPEDITIOUSLY INITIATE AND COMPLETE THE RELINQUISHMENT OF 2.6300 ACRES WITHIN PARCEL "A-1" OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND BACK TO TRUST LAND IN CHINLE, ARIZONA"; THE AMENDING LANGUAGE WILL REFLECT THAT 85.872 ACRES OF THE ORIGINAL 88.502 ACRES OF PARCEL "A-1" WILL BE THE ACTUAL REMAINING ACREAGE OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND

WHEREAS:

- 1. Pursuant to Navajo Nation Council Resolution CAP-34-98, Title 26 of the Navajo Nation Code, Local Governance Act, Chinle Chapter established and certified it's Chinle Land Use Planning Committee (CLUPC) to advise and make recommendations to Chinle Chapter regarding land use issues; and
- 2. Chinle Chapter is in a land lock situation and has no land available for any kind of development within town limits; and
- 3. Chinle Chapter has critical land needs for community development to support the short and long-term needs of the its community members
- 4. The Bureau Of Indian Affairs Navajo Regional Office Property Management Office Administration oversee all parcels that are still in BIA's holdings across Navajo Nation; and
- 5. Parcel "A-1" is a BIA Administrative Reserved Land and consists of 88.502 acres ±; and
- 6. 2.6300 acres of Parcei "A-1" BIA Administrative Reserved Land has been identified for relinquishment and the location of said land is within the southwest quarter of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District No. 10 of the Navajo Nation (see Exhibit A); and
- 7. Chinle Chapter deems it necessary to expedite the relinquishment process so the said land will be available for improvement and development.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The Chinle Land Use Planning Committee recommends to Chinle Chapter to amend the language of CLUPC-MAR-29-18-001, "Recommending To Chinle Chapter to request the Bureau Of Indian Affairs Navajo Regional Office to expeditiously initiate and complete the relinquishment of 2.6300 acres within Parcel "A-1" of the Bureau Of Indian Affairs Administrative Reserve Land back to trust land in Chinle, Arizona"; The amending language will reflect that 85.872 acres of the original 88.502 acres of Parcel "A-1" will be the actual remaining acreage of the Bureau Of Indian Affairs Administrative Reserve Land.
- 2. The Chinle Land Use Planning Committee recommends to Chinle Chapter to request the Bureau Of Indian Affairs Navajo Regional Office to expeditiously initiate and complete the relinquishment of 2.6300 acres from the 88.502 acres of Parcel "A-1" of the Bureau of Indian Affairs Administrative Reserve Land back to trust land in Chinle, Arizona.
- 3. The location of said land is within the southwest quarter of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District No. 10 of the Navajo Nation.

CERTIFICATION

I, hereby, certify that the foregoing resolution was considered by the Chinle Land Use Planning Committee of the Chinle Chapter at a duly called meeting was which a quorum was present and that the same was passed by a vote of _____ in favor, ____ opposed and _____ abstained, on this 10th day of April 2018.

Glenn Davis, President

Chinle Land Use Planning Committee

MOTION:

SECOND:

Chinle Chapter Government

THE NAVAIO NATION

Myron McLaughlin

David Yazzie, Ir.

Cynthia Hunter

PRESIDENT

VICE PRESIDENT

SECRETARY/TREASURER

Leonard H. Pete

COUNCIL DELEGATE

Eugene Tso GRAZING COMMITTEE MEMBER

RESOLUTION OF THE CHINLE CHAPTER NAVAJO NATION CHIN-APR-18-027

AMENDING THE LANGUAGE OF CHIN-MAR-18-021. "RECOMMENDING REQUESTING BUREAU OF INDIAN AFFAIRS NAVAJO REGIONAL TO INITIATE AND COMPLETE THE RELINQUISHMENT 2.6300 ACRES WITHIN PARCEL "A" OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND BACK TO TRUST LAND IN CHINLE, ARIZONA"; THE AMENDING LANGUAGE WILL REFLECT THAT 85.872 ACRES OF THE ORIGINAL 88.502 ACRES OF PARCEL "A-1" WILL BE THE ACTUAL REMAINING ACREAGE OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND

WHEREAS:

- 1. Chinle Chapter, a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and
- 2. The Bureau of Indian Affairs (BIA) Navajo Regional Office's objective is to enhance the quality of life, facilitate economic opportunity, carry out the responsibility to protect and improve the trust assets of the Navajo Nation, as well as, to strive for excellence while fostering cooperation, coordination, and consultation in support of Indian self-determination and tribal sovereignty; and
- 3. Chinle Chapter approved chapter resolution CHIN-MAR-18-021, "Recommending and requesting Bureau of Indian Affairs Navajo Regional to initiate and complete the relinquishment 2.6300 acres within Parcel "A-1" of the Bureau Of Indian Affairs Administrative Reserve Land back to trust land in Chinle, Arizona", on March 16, 2018 at duly called meeting; and
- 4. Chinle Chapter has no land available for any kind of development within town limits and has critical land needs for community development to support the short and long-term needs of the its community members; and
- 5. Parcel "A-1" is a BIA Administrative Reserved Land and consists of 88.502 acres ±; and
- 6. 2.6300 acres of Parcel "A-1" BIA Administrative Reserved Land has been identified for relinquishment and the location of said land is within the southwest of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District of No. 10 of the Navajo Nation (see Exhibit A); and
- 7. Chinle Chapter deems it necessary to expeditiously expedite the relinquishment process so the said land will be available for improvement and development.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Chinle Chapter amends the language of CHIN-MAR-18-021, "Recommending and Requesting Bureau Of Indian Affairs Navajo Regional to Initiate and Complete the Relinquishment of 2.6300 acres within Parcel "A-1" of the Bureau Of Indian Affairs Administrative Reserve Land back to Trust Land in Chinle, Arizona"; The amending language will reflect that 85.872 acres will be the actual remaining acreage of the original 88.502 acres of Parcel "A-1" of the Bureau Of Indian Affairs Administrative Reserve Land.

CHIN-APR-18-027: AMENDING THE LANGUAGE OF CHIN-MAR-18-021, "RECOMMENDING AND REQUESTING BUREAU OF INDIAN AFFAIRS NAVAJO REGIONAL TO INITIATE AND COMPLETE RELINQUISHMENT 2.6300 ACRES WITHIN PARCEL "A" OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND BACK TO TRUST LAND IN CHINLE, ARIZONA"; THE AMENDING LANGUAGE WILL REFLECT THAT 85.872 ACRES OF THE ORIGINAL 88.502 ACRES OF PARCEL "A-1" WILL BE THE ACTUAL REMAINING ACREAGE OF THE BUREAU OF INDIAN AFFAIRS ADMINISTRATIVE RESERVE LAND

PAGE TWO

2. Chinle Chapter continues to request the Bureau of Indian Affairs Navajo Regional Office to expeditiously initiate and complete the relinquishment of 2.6300 acres from the 88.502 acres of Parcel "A-1" of the Bureau of Indian Affairs Administrative Reserve Land back to trust land in Chinle, Arizona.

CERTIFICATION

We, hereby certify that the foregoing chapter resolution was duly considered by the Chinle Chapter at a duly called meeting in Chinle, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 25 in favor, \varnothing opposed, and 3 abstained this 16th day of April, 2018.

Motioned by: Thompson Billy Seconded by: Leonard Pete

Myron McLaughlin, President

David Yazzle, Vice President

Cynthia Hunter, Secretary/Treasurer

Chinle Chapter Government

THE NAVAJO NATION

Myron McLaughlin

David Yazzie, Jr.

Cynthia Hunter

PRESIDENT

VICE PRESIDENT

SECRETARY TREASURER

Leonard H. Pete

Eugene Tso

COUNCIL DELEGATE GRAZING COMMITTEE MEMBER

RESOLUTION OF THE CHINLE CHAPTER NAVAJO NATION CHIN-APR-18-026

SUPPORTING CHINLE HOUSING MANAGEMENT OFFICE-NAVAJO HOUSING AUTHORITY (CHINLE HMO-NHA) TO UTILIZE THE LAND WITHDRAWAL DESIGNATION FOR 2.6300 ACRES FOR THE NEW SITE OF THE CHINLE HOUSING MANAGEMENT OFFICE NAVAJO HOUSING AUTHORITY (CHINLE HMO-NHA) #12-856

WHEREAS:

- 1. Chinle Chapter, a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and
- 2. The Resources and Development Committee of the 23rd Navajo Nation Council, by Resolution RDCJN-33-15, delegates authority to the Director of the Navajo Land Department to approve land withdrawals on the Navajo Nation and approving the Administrative Rules and Regulations for land withdrawals (Land Withdrawal Designation Regulations); and
- 3. The Chinle Housing Management Office-Navajo Housing Authority (Chinle HMO-NHA) is one of fifteen field offices under the umbrella of Navajo Housing Authority; and
- 4. The Chinle HMO-NHA is located on an existing 1.25 acre plat and the facility is too small, too constrained and has outgrown the current location to provide housing needs and services to low-income individuals and families; and
- 5. The project name and number for the new site is Chinle HMO-NHA #12-856; and
- 6. The Chinle HMO-NHA and Navajo Housing Authority have conducted the survey for a legal survey and description. The location of said land is within the southwest of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District of No. 10 of the Navajo Nation (see Exhibit A); and
- 7. The Chinle Chapter supports and recognizes this land withdrawal for community development.

NOW, THEREFORE, BE IT RESOLVED THAT:

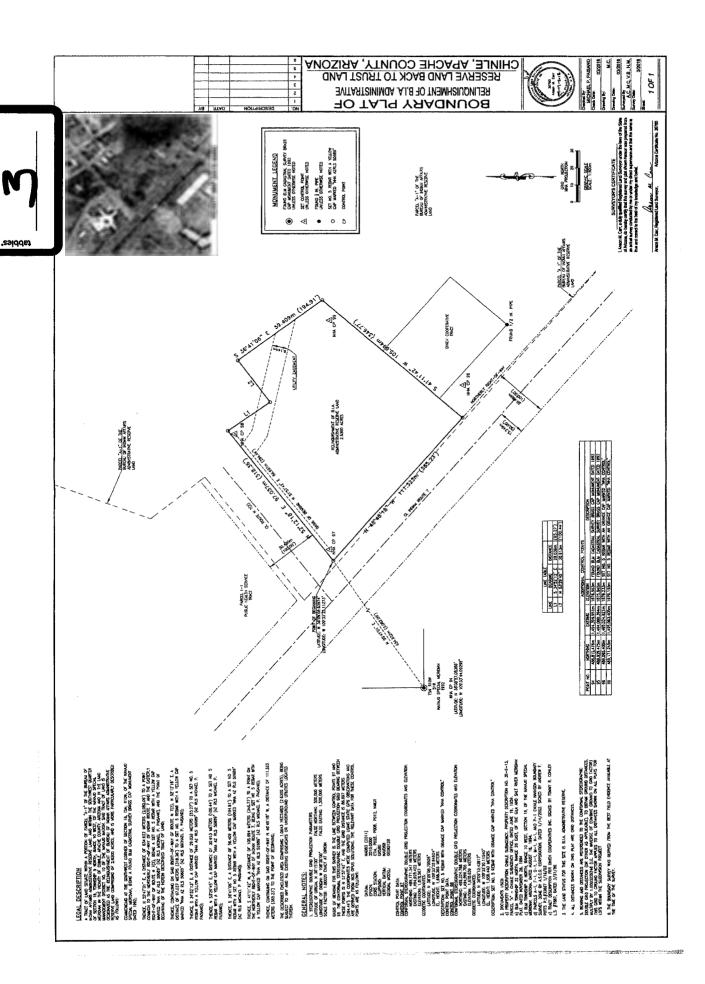
- 1. Chinle Chapter supports the Chinle Housing Management Office-Navajo Housing Authority (Chinle HMO-NHA) to utilize the land withdrawal designation for 2.6300 acres for the new site of the Chinle Housing Management Office Navajo Housing Authority (Chinle HMO-NHA) #12-856.
- 2. The location of said land is within the southwest of Section 16, Township 5 North, Range 10 West, of the Navajo Special Meridian in the vicinity of Chinle, Apache County, Arizona, and in the Land Management District of No. 10 of the Navajo Nation (Exhibit A).
- 3. Chinle Chapter supports and recognizes this land withdrawal for community development, which may include, but is not limited to, the following purposes: housing, education, economic development, healthcare facilities, public use, or governmental use. Industrial development is not supported for this area.

CHIN-APR-18-026: SUPPORTING CHINLE HOUSING MANAGEMENT OFFICE-NAVAJO HOUSING AUTHORITY (CHINLE HMO-NHA) TO UTILIZE THE LAND WITHDRAWAL DESIGNATION FOR 2.6300 ACRES FOR THE NEW SITE OF THE CHINLE HOUSING MANAGEMENT OFFICE NAVAJO HOUSING AUTHORITY (CHINLE HMO-NHA) #12-856

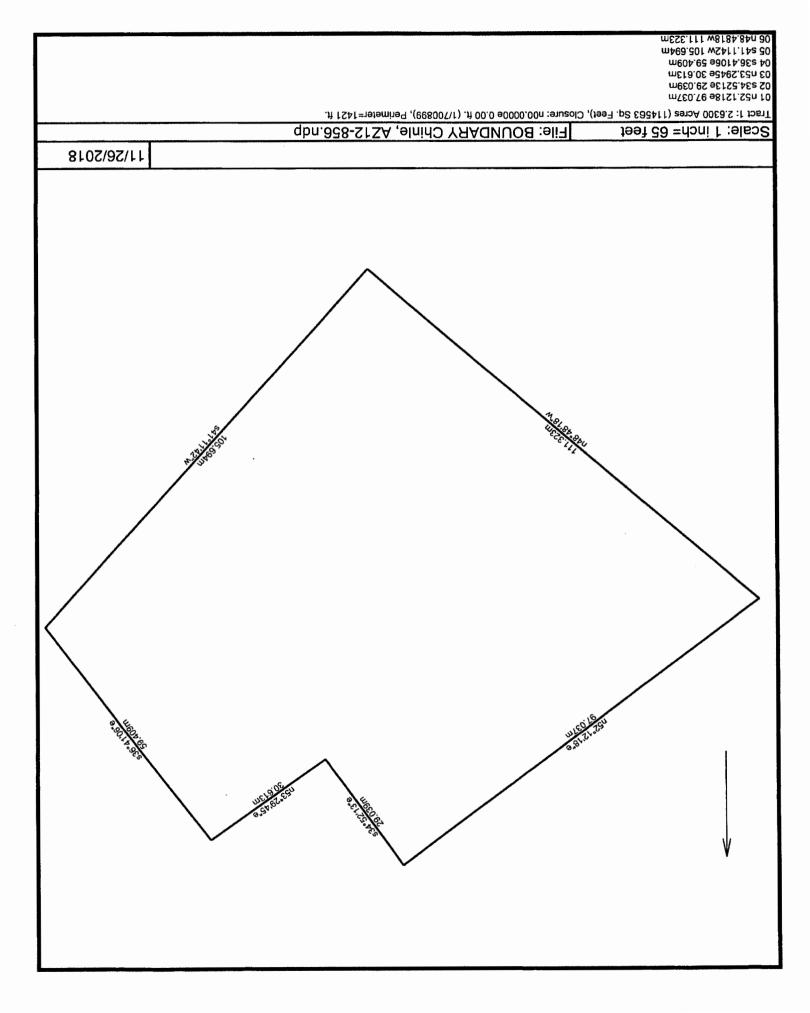
PAGE TWO

CERTIFICATION

We, hereby certify that the foregoing chapter resolution was duly considered by the Chinle Chapter at a duly called meeting in Chinle, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 22 in favor, 1 opposed, and 4 abstained this 16 th day of April, 2018.
Motioned by: Leonard Pete Seconded by: Francis Draper
Myron McLaughlin, President David Yazzie, Vice President
Cynthia Hunter, Secretary/Treasurer



EXHIBIT







United States Department of the Interior BUREAU OF INDIAN AFFAIRS

Navajo Regional Office P.O. Box 1060 Gallup, New Mexico 87301

NOV 0 2 2018

Honorable Leonard H. Pete Council Delegate, Navajo Nation P.O. Box 3390 Window Rock, Arizona 86515

Dear Delegate Pete:

This letter pertains to the relinquishment of the 2.63 acres of the Bureau of Indian Affairs (BIA) Administrative Reserve Land in Chine, Arizona. The subject property has been released to the Navajo Nation by letter accepted by the Navajo Nation President dated August 13, 2018. A copy of this letter is attached for your information. The property was immediately available to the Navajo Nation for further use and development effective August 13, 2018.

The recording of the release to the Navajo Nation in the BIA's Trust Asset and Accounting Management (TAAMS) system is an internal process for the BIA. This internal process does not hinder any development for the Navajo Nation.

If you need additional information on the release of the 2.63 acres of the BIA Administrative Reserve Land, please contact Ms. Karlene Zajicek, Acting Property Officer, at (505) 863-8486.

J UNWIV

Regional Director, Navajo

Attachment



IN REPLY REFER TO Branch of Property M/C^{*} N106

United States Department of the Interior BUREAU OF INDIAN AFFAIRS

Navajo Regional Office P.O. Box 1060 Gallup, New Mexico 87305-1060

JUL 1 3 2018

ZOIS DUST OF PER 2 HB

Honorable Russell Begaye President, The Navajo Nation P.O. Box 7440 Window Rock, Arizona 86515

Attention: Director, Navajo Nation Land Department

President, Chinle Chapter

Dear Honorable Begaye:

It has been determined that a portion of the Bureau of Indian Affairs (BIA), Chinle Administrative land withdrawal is no longer needed for the purpose for which the withdrawal was made. The portion of the BIA Chinle Administrative land withdrawal which has been determined excess to the Bureau's needs consists of approximately 2.63 acres, more or less.

These excess lands are more particularly described on the enclosed certified legal survey, dated April 4, 2018, and labeled RELINQUISHMENT OF B.I.A. ADMINISTRATIVE RESERVE LAND BACK TO TRUST LAND, and herein incorporated as "EXHIBIT A."

The total relinquished area being 2.63 acres (+/-), and is subject to any and all existing easements for utilities located therein.

The above lands as described on the cited certified survey map labeled "EXHIBIT A" are hereby returned to full Navajo Tribal Trust status. Please acknowledge acceptance of the return of the above described 2.63 acres (+/-) of lands by signing in the acceptance section on the second page of this letter. Return this signed original document to my office as soon as possible and retain a copy for your files.

Sincerely,

Regional Director, Navajo

Enclosures

RETURN OF 2.63 ACRES (+/-) OF THE BIA CHINLE ADMINISTRATIVE LAND WITHDRAWAL TO NAVAJO TRIBAL TRUST IS ACCEPTED ON:

BY:

President, Navajo Nation



INREPLY REFER TO Branch of Property M/C: N106

United States Department of the Interior BUREAU OF INDIAN AFFAIRS

Navajo Regional Office P.O. Box 1060 Gallup, New Mexico 87305-1060

JUL 1 3 2018

MANAGE VERTICAL STATE BIOS. NAVAGE VERTICAL STATE BIOS. NAVAGE VERTICAL STATE STATE

Honorable Russell Begaye President, The Navajo Nation P.O. Box 7440 Window Rock, Arizona 86515

Attention: Director, Navajo Nation Land Department

President, Chinle Chapter

Dear Honorable Begaye:

It has been determined that a portion of the Bureau of Indian Affairs (BIA), Chinle Administrative land withdrawal is no longer needed for the purpose for which the withdrawal was made. The portion of the BIA Chinle Administrative land withdrawal which has been determined excess to the Bureau's needs consists of approximately 2.63 acres, more or less.

These excess lands are more particularly described on the enclosed certified legal survey, dated April 4, 2018, and labeled RELINQUISHMENT OF B.I.A. ADMINISTRATIVE RESERVE LAND BACK TO TRUST LAND, and herein incorporated as "EXHIBIT A."

The total relinquished area being 2.63 acres (+/-), and is subject to any and all existing easements for utilities located therein.

The above lands as described on the cited certified survey map labeled "EXHIBIT A" are hereby returned to full Navajo Tribal Trust status. Please acknowledge acceptance of the return of the above described 2.63 acres (+/-) of lands by signing in the acceptance section on the second page of this letter. Return this signed original document to my office as soon as possible and retain a copy for your files.

Sincerely,

Regional Director, Navajo

Enclosures

RETURN OF **2.63** ACRES (+/-) Of THE BIA CHINLE ADMINISTRATIVE LAND WITHDRAWAL TO NAVAJO TRIBAL TRUST IS **ACCEPTED** ON:

BY:

President, Navaio Nation

RESOURCES AND DEVELOPMENT COMIMTTEE Special Meeting

ROLL CALL VOTE TALLY SHEET:

Legislation # 0452-18: An Action Relating to Resources and Development Committee; Approving the Issuance of Lease to the Navajo Housing Authority for 2.6300 Acres, More or Less, and Right of Reasonable Ingress and Egress, Subject to any prior, valid, Existing Rights-of-Way to Construct, Operate and Maintain an Administrative Office and Maintenance building in the Chinle Chapter Vicinity, Navajo Nation Sponsor: Honorable Leonard Pete

December 31, 2018 - Special Meeting

Meeting Location: NDOT Administrative Complex, Tse Bonito, NM MAIN MOTION:

M: Davis Filfred S: Walter Phelps Vote: 3-0-1 (CNV)

YEAS: Davis Filfred, Walter Phelps and Leonard Pete

NAYS: None

EXCUSED: Benjamin Bennett and Jonathan Perry

Honorable Alton Joe Shepherd, Presiding Chairman

Resources and Development Committee

Shammie Begay, Legislative Advisor

Office of Legislative Services