

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

AN ACTION

**RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING FIRST
AMENDMENT TO CHINLE CAMPUS OF THE NAVAJO TECHNICAL UNIVERSITY
LEASE 18-1229-55**

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS

- A. In 2014, the Navajo Nation Resources and Development Committee through Resolution RDCN-74-14 approved a lease for 35 acres, more or less, for the Navajo Technical University in the Chinle Chapter vicinity. The term of the lease is ninety-nine (99) years. The approved lease became Lease No. 18-1229-55. Lease 18=1229-55 is attached as **Exhibit A**.
- B. The Navajo Technical University seeks approval of the First Amendment to Lease 18-1229-55. The amendment would increase the acreage of the lease from 35 acres, more or less, to 38.06 acres, more or less. No additional amendments are requested.
- C. The site with its additional 3.06 acres, more or less, will be used for constructing, operating and maintaining the Chinle Campus of the Navajo Technical University. The additional 3.06 acres, more or less, are described in maps attached as **Exhibit B**.

- D. The Chinle Chapter passed resolution No. CHIN-DEC-18-084 on December 17, 2018, attached as **Exhibit C**, supporting the proposed increase in acreage.
- E. The Grazing Committee Member has obtained the necessary consents from the affected land users (grazing permittees) which are attached as **Exhibit D**.
- F. All environmental studies and cultural resources inventories have been completed. An October 13, 2017 memorandum from the Navajo Region United States Department of Interior, Acting Regional Director regarding the environmental assessment is attached as **Exhibit E**. The Cultural Resource Inventory Determination Form is attached as **Exhibit F**. The Biological Resources Compliance Form is attached as **Exhibit G**. The Navajo Nation Environmental Protection Agency Surface and Ground Water Protection Department August 24, 2017 memorandum is attached as **Exhibit H**.
- G. The documentation to amend Chinle Campus of the Navajo Technical University Lease 18-1229-55 has been reviewed by the Fish and Wildlife; Historic Preservation; Minerals; Navajo Nation Environmental Protection; Division of Natural Resources and the Department of Justice and "Approved" or found "Sufficient". See **Exhibit I**.

SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the First Amendment of Chinle Campus of the Navajo Technical University Lease 18-1229-55 increasing the acreage from 35 acres, more or less, to 38.06 acres, more or less. The location is more particularly described on the survey map attached hereto as **Exhibit I and J**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby waives consideration for First Amendment to Chinle Campus of the Navajo Technical University Lease 18-1229-55.
- C. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to affect 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 23rd Navajo Nation Council at a duly called meeting at the Navajo Nation Council Chambers, Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 4: in favor, and 0 opposed, on this 26th day of December 2018.



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

Motion: Honorable Davis Filfred
Second: Honorable Jonathan Perry

Vice-Chairperson Benjamin Bennett not voting.

LEASE NO. 18-1229-55

THE NAVAJO NATION
and
NAVAJO TECHNICAL UNIVERSITY

THIS LEASE is made and entered into this 30th day of May, 2018, by and between THE NAVAJO NATION, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and NAVAJO TECHNICAL UNIVERSITY, hereinafter called the "Lessee," whose address is Post Office Box 849, Crownpoint, New Mexico 87313, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof.

1. DEFINITIONS.

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

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

(C) *"Hazardous Substance"* means any "hazardous substance as defined at § 2104 Q. of the NNCERCLA, 4 N.N.C. § 2101 *et seq.*, including all amendments or successors thereto.

(D) *"NNCERCLA"* means the Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act, 4 N.N.C. § 2101 *et seq.*

(E) *"Regulated Substance"* means any regulated substance as defined at § 1502 V. of the Navajo Nation Underground and Aboveground Storage Act, 4 N.N.C. § 1501 *et seq.*, which includes petroleum and petroleum products.

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 in Section 30, Township 32 North, Range 26 East, Gila and Salt River Meridian, Chinle, Apache County, Arizona, more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 35 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, is 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. NLD will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

3. PURPOSE; UNLAWFUL USES.

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing, maintaining, and operating the Chinle Campus of the Navajo Technical University. Lessee shall have the right to fence all or any portion of the Leased Premised as may be necessary to conduct its operations. Lessee shall not place Storage Tanks on the Leased Premises.

(B) The Leased Premises shall not be used by Lessee for any purpose other than as provided herein, 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.

(C) 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 ninety-nine (99) years, beginning on the date this Lease is approved by the Nation.

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 One and no/100 (\$1.00).

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

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, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

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. CONSTRUCTION BOND

Prior to the commencement of construction of any improvement on the Leased Premises, the Lessee shall require its construction contractor to post construction bonds in amount sufficient to cover such construction as may be approved by Lessor. The Bond shall be written to protect Lessor and Lessee. Copies of the bonds shall be submitted to Lessor upon written request.

10. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf.

11. 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 make Lessee and its Sublessee solely responsible for any charges; and
- (6) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.

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

12. 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 therefor, 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 therefor, 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.

13. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor. If the sublease or assignment is for the purposes stated in section 3 of this lease, the approval of Lessor will not be unreasonably withheld. NLD will submit one copy of each Sublease to BIA for recording pursuant to 16 N.C. §2322(B).

14. 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.

15. 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 it is the Encumbrancer, the 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.

16. DEFAULT.

(A) Time is declared to be of the essence in 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, said violation may be acted upon by the Nation 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 may exercise the following options upon Lessee's default, authorized by applicable law subject to the provisions of subsection (D) below:

- (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
- (2) Re-enter the premises if the lessee has abandoned the premises or has failed to conduct business for an extended period of time without notice, 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. The Lessor shall not 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.

17. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of 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.

18. HAZARDOUS AND REGULATED SUBSTANCES.

(A) Lessee shall not cause or permit any Hazardous or Regulated Substance to be used, stored, generated or disposed of on or in the Leased Premises without first notifying Lessor and obtaining Lessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Leased Premises, with or without Lessor's consent, or if the premises become contaminated in any manner, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Leased Premises), as well as attorneys' fees, consultant and expert fees arising during or after the Lease term and arising as a result of such contamination regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or

restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Lessee causes or permits any Hazardous or Regulated Substance on the Leased Premises and the presence of such results in any contamination of the Leased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

(B) Lessee shall provide the Navajo Environmental Protection Agency and the Risk Management Department of the Nation with a clear and legible copy of all notices or reports concerning release of Hazardous or Regulated Substance, testing, or remediation at the premises subject to this Lease which Lessee is required by applicable law, or regulation, to provide to the United States Environmental Protection Agency or which Lessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Lease upon the Navajo Environmental Protection Agency shall be by first class mail to:

Waste Regulatory and Compliance Program
Navajo Environmental Protection Agency
Post Office Box 3089
Window Rock, Navajo Nation (Arizona) 86515

and,

Risk Management Department
Navajo Environmental Protection Agency
Post Office Box 1690
Window Rock, Navajo Nation (Arizona) 86515

or their respective institutional successors.

19. 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 \$2,000,000 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 of New Mexico and shall be written to protect Lessee and Lessor 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 therefor, 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 no more than every five (5) years from the beginning date of this Lease and only upon the Lessor's determination that such increase reasonably is necessary for the protection of Lessor.

(C) With the prior written approval of Lessor, which will not be unreasonably withheld, 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.

20. NON-LIABILITY.

Except for liability arising from the Lessor's negligence or misconduct, Lessor nor their officers, agents, or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises by Lessee, or by any defect in any structure existing or erected thereon, or arising from accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.

21. PROPERTY DAMAGE, 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 of New Mexico, and shall be written to protect Lessee and Lessor 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 therefor, copies of said policy shall be furnished to Lessor.

(B) Subject to the provisions of subsections (C) and (D) of this section, in the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall promptly replace or repair the destroyed or damaged improvement to a condition as good or better than before the destruction or damage occurred.

(C) In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (30) days of the said event of damage. Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof and all proceeds of fire and damage insurance shall be paid to Lessor. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease.

(D) In the event of destruction of or damage to any improvement on the Leased Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to perform and comply with Lessee's replacement and repair obligations set forth in subsections (B) and (C) of this section. 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.

(E) With the prior written approval of Lessor, which will not be unreasonably withheld, 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.

22. INSPECTION.

The Lessor and its authorized representatives shall have the right, upon reasonable notice to Lessee, to enter upon the Leased Premises, or any part thereof, to inspect the same and all improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the Leased Premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection. If testing for environmental contamination reveals environmental contamination in violation of applicable law, Lessee shall pay the costs of such testing provided such contamination arose due to Lessee's acts or omissions. Nothing in this section shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

23. INDEMNIFICATION.

Except to the extent of the negligence or intentional misconduct of the Nation and its agents, employees and contractors, Lessee shall defend, indemnify and hold harmless the Navajo Nation and their authorized agents, employees, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Leased Premises by Lessee.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 or in pursuing an action against Lessee or any Sublessee for breach, default or liability arising under this Lease.

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

Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all applicable laws, regulations and ordinances of the United States now in force and effect or as may be hereafter in force and effect including, but not limited to the Navajo Education Policies, 10 N.N.C. §§ 101 *et seq.*, Navajo Preference in Employment Act, 15 N.N.C. §§ 601 *et seq.* (NPEA) and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.* (NNBOA).

30. 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 Nation in connection with or arising out of the terms and conditions of this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation, and no such action or proceeding shall be brought by Lessee against the Nation in any court or administrative body of any State.

31. RESERVATION OF LESSEE'S RIGHTS TO ADMINISTRATIVE AND JUDICIAL REVIEW.

Nothing in this agreement shall be construed as divesting the Lessee of any right to an administrative appeal or judicial review of an administrative decision regarding this lease under 25 C.F.R. Part 2; 43 C.F.R. Part 4, Subpart D; 5 U.S.C. §704; or any other applicable regulation or statute.

32. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to, before initiating any action or proceeding, agrees to use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution in connection with this Lease.

33. 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.

34. 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 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.

35. 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.

36. 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.

37. 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 and the obligations of its sureties are to the United States as well as to Lessor.

38. NOTICES AND DEMANDS.

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

To or upon Lessor:

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

To or upon Lessee:

Dr. Elmer J.Guy, President
Navajo Technical University
Post Office Box 849
Crownpoint, New Mexico 87313
Fax: (505) 786-4325

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

(C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

39. 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.

40. RESERVATION OF JURISDICTION.

There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the area under the lease and all lands burdened by the lease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the lease; and the area under the lease and all lands burdened by the lease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

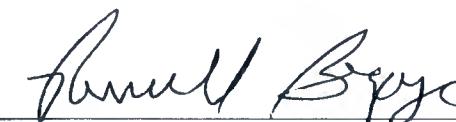
41. EFFECTIVE DATE; VALIDITY.

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:



Russell Begaye, President

NAVAJO TECHINCAL UNIVERSITY, LESSEE

By:



Dr. Elmer Guy, President

Chinle Chapter Government

THE NAVAJO NATION

EXHIBIT

C

Myron McLaughlin
PRESIDENT

David Yazzie, Jr.
VICE PRESIDENT

Cynthia Hunter
SECRETARY/TREASURER

Leonard H. Pete
COUNCIL DELEGATE

Eugene Tso
GRAZING COMMITTEE MEMBER

RESOLUTION OF THE CHINLE CHAPTER NAVAJO NATION CHIN-DEC-18-084

RESCINDING CHIN-SEPT-15-059; AND REQUESTING RESOURCES AND DEVELOPMENT COMMITTEE TO AMEND CHINLE NAVAJO TECHNICAL UNIVERSITY'S APPROVED LEASE OF 35-ACRES (BY RDCN-74-14) TO INCLUDE AN ADDITIONAL 3.06-ACRES FOR A TOTAL OF 38.06 ACRES

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 Navajo Technical University (NTU) Chinle site was established in 2006 to provide a higher learning education environment for our Dine' people in the Chinle area and surrounding communities; and
3. Since NTU was established in Chinle, enrollment has increased from 30 students to over 1,000 students within recent years and continues to increase due to the demand for higher education; and
4. Due to the acreage inconsistencies in CHIN-SEPT-15-059 (Exhibit A), NTU requests to have the resolution rescinded; and
5. NTU is requesting for additional 3.06 acres for two (2) access roads onto the property and a signage to display NTU information; and
6. The additional 3.06-acres will be incorporated into the current approved lease for Chinle NTU site of 35-acres; and

NOW, THEREFORE BE IT RESOLVED THAT:

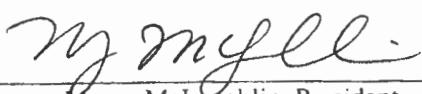
1. Chinle Chapter rescinds resolution CHIN-SEPT-15-059 due to the acreage inconsistencies.
2. Chinle Chapter requests the Resources and Development Committee to amend Chinle Navajo Technical University's approved lease of 35-acres (by RDCN-74-14) to include an additional 3.06-acres for a total of 38.06-acres.

CERTIFICATION

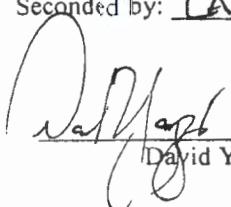
We, hereby certify that the foregoing chapter resolution was duly considered by the Chinle Chapter at a duly called meeting in Chinle, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 26 in favor, 0 opposed, and 1 abstained, this 17th day of December 2018.

Motioned by: LEONARD PETE

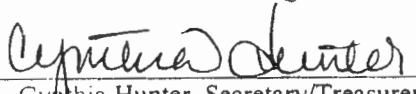
Seconded by: LA SHANNA DESCHINE



Myron McLaughlin, President



David Yazzie, Vice President



Cynthia Hunter, Secretary/Treasurer

EXHIBIT

D

FIELD CLEARANCE CHECKLIST

This form covers only damages and compensation to individual land users. It doesn't cover consideration or other fee to the Navajo Nation. (use back if necessary to complete this form).

1. Project Identification: Navajo Technical College (NTC)
 Application: Land Withdrawal
 Type of Project: NTC Campus (Chinle)
 Purpose: _____

- Location: Chinle, Apache County, Arizona
 Identification number(s): _____
2. Amount of land affected: 38.06 acres
3. Land Status: Trust: XX Fee: _____ Other: _____
4. List names of all individuals whose land use rights will be affected by the proposed project.

| Name | Census Number | Type of Land Use Right |
|-------------------------|---------------|------------------------|
| 1. <u>Foster Gorman</u> | _____ | G/P# 10-1602 |
| 2. <u>Melvin Gorman</u> | _____ | G/P# 10-1349 |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |

5. Are all the land users with claims to the affected lands as shown in Branch Land Operation records included in the list in item 4? Yes
6. Have the Grazing Committee or Land Board Member (whichever appropriate) for the affected area confirm land user list in Item 4 by signing acknowledgement below. Yes

ACKNOWLEDGEMENT

I acknowledge that due notice was given to the affected community of the proposed project, and according to my records and to the best of my knowledge, the list of the individual in item 4 includes all land users who have land use rights in the affected lands.

3/24/17

Date:

Salonie Da
Grazing Committee/Land Board Member10-26

Dist. No.

CONSENT 3
(Waiver of compensation for damages)

**CONSENT TO USE
NAVAJO TRIBAL LANDS**

TO WHOM IT MAY CONCERN

I, Foster Gorman hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs to permit Navajo Technical College (NTC) of Post Office Box 849, Crownpoint, New Mexico 87313 to use a portion of my land use area for the following purpose(s): to withdraw 38.06 acres, more or less, of Navajo Tribal Trust Land (NTTL) for the new Navajo Technical College (Chinle Campus), located within Section 30, Township 32 North, Range 26 East, Gila & Salt River Meridian, Chinle, Apache County, Arizona as shown on the map showing the location of the proposed project on the back of this consent form.

I hereby waive any rights I may have to compensate for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS: _____

3/22/17
Date:

Foster Gorman
Land Users Signature (or thumb print)

Census No.

G/P 10-1602
Permit No.

3/22/17
Date:

Zelard J. Jr.
Grazing Committee or Land Board Members

10-26
District No

Acknowledgement of Field Agent

I acknowledge that the consents of this consent form was read / / or fully explained / / to the land user in Navajo / / or English / / (check where applicable).

Field Agent Signature

CONSENT 3
(Waiver of compensation for damages)

**CONSENT TO USE
NAVAJO TRIBAL LANDS**

TO WHOM IT MAY CONCERN

I, Melvin Gorman hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs to permit Navajo Technical College (NTC) of Post Office Box 849, Crownpoint, New Mexico 87313 to use a portion of my land use area for the following purpose(s): to withdraw 38.06 acres, more or less, of Navajo Tribal Trust Land (NTTL) for the new Navajo Technical College (Chinle Campus), located within Section 30, Township 32 North, Range 26 East, Gila & Salt River Meridian, Chinle, Apache County, Arizona as shown on the map showing the location of the proposed project on the back of this consent form.

I hereby waive any rights I may have to compensate for the diminishment in value of my land use rights as a result of the above-referenced project as proposed.

REMARKS: _____

3/23/17
Date:

Melvin Gorman
Land Users Signature (or thumb print)

Census No. G/P 10-1349
Permit No.

3/24/17
Date:

Land O.
Grazing Committee or Land Board Members

10-26
District No

Acknowledgement of Field Agent

I acknowledge that the consents of this consent form was read // or fully explained // to the land user in Navajo // or English // (check where applicable).

Field Agent Signature



United States Department of the Interior
Navajo Region
P.O. Box 1060
Gallup, NM 87305

EXHIBIT

E

MC: 460 Branch of Environmental Quality Act Review & Compliance

OCT 13 2017

Mr. Steven Chischilly
Dine' Bi Keyah Environmental
P.O. Box 2084
Crownpoint, NM 87313

RE: Environmental Assessment for the Navajo Technical University Chinle Campus Development Project Site in Chinle Chapter, Apache County, Arizona (EA-17-19438)

Dear Mr. Chischilly:

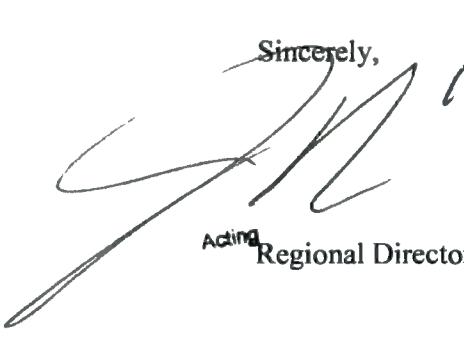
In response to your request for a National Environmental Policy Act (NEPA) compliance document from the Bureau of Indian Affairs, Navajo Regional Office (NRO). The Bureau of Indian Affairs (BIA) NRO does not have a federal action associated with the tribal Land Withdrawal process for Navajo Technical University, a Navajo government entity.

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

Therefore, this action will be closed out in our system and your Environmental Assessment will be returned to you.

If you have questions, you may contact Ms. Harrilene J. Yazzie, Regional NEPA Coordinator, at (505) 863-8287.

Sincerely,


Acting Regional Director, Navajo

Enclosure



EXHIBIT

F

THE NAVAJO NATION HISTORIC PRESERVATION DEPARTMENT

PO Box 4950, Window Rock, Arizona 86515 Tel: (928) 871-7198 Fax: (928) 871-7886

CULTURAL RESOURCE INVENTORY DETERMINATION FORM

| | |
|--|--|
| SPONSOR: Arlena Benallie – Director/Chinle Site | NNHPD NO.: NTM-89-410 |
| ADDRESS: Navajo Technical University | PROJECT NO.: NNAD 89-286 |
| PO Box 849, Crownpoint, New Mexico 87313 | UNDERTAKING: Additional Land Withdrawal of 3.06-acres for Navajo Technical University/Chinle |
| REPORT TITLE: <i>An Archeological Survey of 106 Acres of Land near Chinle, Arizona for the Central Navajo Fair Committee</i> | |

NAVAJO NATION HERITAGE & HISTORIC PRESERVATION DEPARTMENT RECOMMENDATIONS:

A Cultural Resources Compliance Form (CRCF) may not be included in this "*archaeological approval*" due to the nature of sensitive cultural resources documented. This in no way affects any authority of the NNHPD-Cultural Resource Compliance Section to issue an "*archaeological approval*" for this undertaking. A cultural resource inventory survey **is not** required for this undertaking for reason(s) indicated below:

THE PROPOSED PROJECT IS LOCATED WITHIN AN AREA THAT HAS BEEN PREVIOUSLY INVENTORIED FOR CULTURAL RESOURCES AND DOCUMENTED IN THE NNHPD REPORT LISTED ABOVE. THE PREVIOUS ARCHAEOLOGICAL INVENTORY FOUND THAT "NO HISTORIC PROPERTIES WILL BE AFFECTED" WITHIN THE AREA OF THIS UNDERTAKING. ARCHAEOLOGICAL APPROVAL IS HEREBY GRANTED FOR THE UNDERTAKING WITHIN THE AREA NOTED IN ATTACHMENT(S).

Attachment A (Request) The Navajo Technical University will be withdrawing an additional 3.06-acres to 3 - tract construct buildings/infrastructure for NTU Cultural Resource Clearance was the initial 35-acres on November 21, 2012. At that time, stipulations were specified for two logical sites AZ-I-52-16 & AZ-I-52-17 for avoidance & monitoring. After reviewing the design of the these sites will be avoided.

Attachment B (Project Location)

Attachment C (Previous Clearance)

Note: Attach USGS map copy of project area & other supporting documents.

PREVIOUS GROUND DISTURBANCE WITHIN THE LAST FIFTY (50) YEARS HAS MODIFIED THE SURFACE SO EXTENSIVELY THAT THE LIKELIHOOD OF FINDING ANY CULTURAL PROPERTIES IS NEGLIGIBLE (E.G., WITHIN A FLOOD PLAIN).

Undertaking will not require any surface disturbing activities (e.g. aerial spraying, hand application of chemicals, travel on existing roads, etc).

Other: *as above*

ed/Prep

Reviewed/Prepared by: Tamara Billie, Senior Archaeologist

DATE: 5/15/17

NOTIFICATION TO PROCEED RECOMMENDED:

YES NO

Richard M. Begay, Dept. Manager/THPO

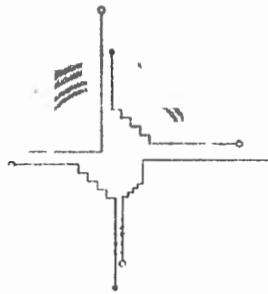
100

NAVAJO REGIONAL APPROVAL: ~~✓~~ 5/23/17

YES **NO**

Bureau of Indian Affairs - Navajo Area Office

5/24/17



ESTABLISHED 1970
NAVAJOTECH
SIHASIN

April 25, 2017

ID
11
N 11

Tamara Billie
Senior Archaeologist
Navajo Nation Historic Preservation Department
Window Rock, AZ 86515

Dear Ms. Billie

In November 2012, your department had provided NTU Cultural Clearance for the upgrade of 35 acres for infrastructure to accommodate students, staff, and faculty members. Today Navajo Tech has acquired the 35 acre plot and had been working diligently with the architects and engineers for building developments.

In September 2015, an additional resolution passed at the Chinle Chapter requesting for an additional 3.06 acres to be withdrawn along the north side of BIA route north 201 for turnouts into the proposed 35 acre parcel for future development of the University campus.

I am requesting an approval to add an addendum of 3.06 acres for the Archaeological Clearance at the aforementioned site. Attached are two copies of the legal descriptions. If you need any additional information, please feel free to contact me at 928-674-5762 for email at abenallic@navajotech.edu

Thank you

Arlena Benallic
Director- Chine Site
Navajo Technical University

卷之三

UNIVERSITATI DE NAVALE TEHNICA DIN BUCURESTI

ପ୍ରକାଶକ

THE NETHERLANDS

卷之三

CHINLE, APACHE COUNTY, ARIZONA
CHINLE CHARTER DISTRICT #1 NAVAJO NATION

LEGAL DESCRIPTION:
A PARCEL OF LAND SITUATED WITHIN SECTION 35, TOWNSHIP 32 NORTH, RANGE 25 EAST, GLA & SALT RIVER MERIDIAN DISTRICT ON NAVAJO

ON THE NORTHWEST CORNER OF SEED SECTION #1, BRASS CAP, FRCH, WHICH THE WEST CULVERT CORNER OF SAID SECTION #1, MARKED BY A 3 1/2 IN. BRASS CAP, STAMPED "A DISTANCE OF 2640.10 FEET (P.S. CERTIFIED BASIS OF BEARINGS) FROM N 125°40'00" DEGREE NOVEMBER 23, 1986 - R.L. THENCE S 162°56'55" E, A DISTANCE OF 1032.50 FEET TO A 3 1/2 IN. BRASS CAP, STAMPED "G.P.S. 24045" AND POINT BEING THE POINT OF BEGINNING OF THE FIFTEEN DESCRIBED PARCEL OF LAND.

THENCE STRAIGHT E, A DISTANCE OF 104.90 FEET TO A 3 1/2 IN. BRASS CAP, STAMPED "G.P.S. 24045"; THENCE S 162°56'55" E, A DISTANCE OF 500.10 FEET TO A 3 1/2 IN. BRASS CAP, STAMPED "G.P.S. 24045"; THENCE S 172°25'55" W, A DISTANCE OF 455.00 FEET TO A 3 1/2 IN. BRASS CAP, STAMPED "G.P.S. 24045"; THENCE N 42°39'55" W, A DISTANCE OF 1072.00 FEET TO A 3 1/2 IN. BRASS CAP, STAMPED "G.P.S. 24045" NON-TANGENT CURVE HAVING A RADIUS OF 317.00 FEET AND A RADIAL LINE TO SAND POINT SEAS S 47°42'20" W.

THENCE NORTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 007°45'35" A DISTANCE OF 30.92 FEET TO A 3 1/2 IN. BRASS CAP, STAMPED "G.P.S. 24045".

THENCE N 125°40'00" DEGREE NOVEMBER 23, 1986 - R.L. THENCE S 162°56'55" E, A DISTANCE OF 113.30 FEET TO THE POINT OF BEGINNINGS

858

(R.) SURVE

SURVEY

(REG) SUBDN

၁၃၅

RPT SURVE

EASIS OF USE

THE WEST

١٢٥

SUBSTANCE

卷之三

تہذیب

POLYMER

DIRECTION

JOURNAL

1

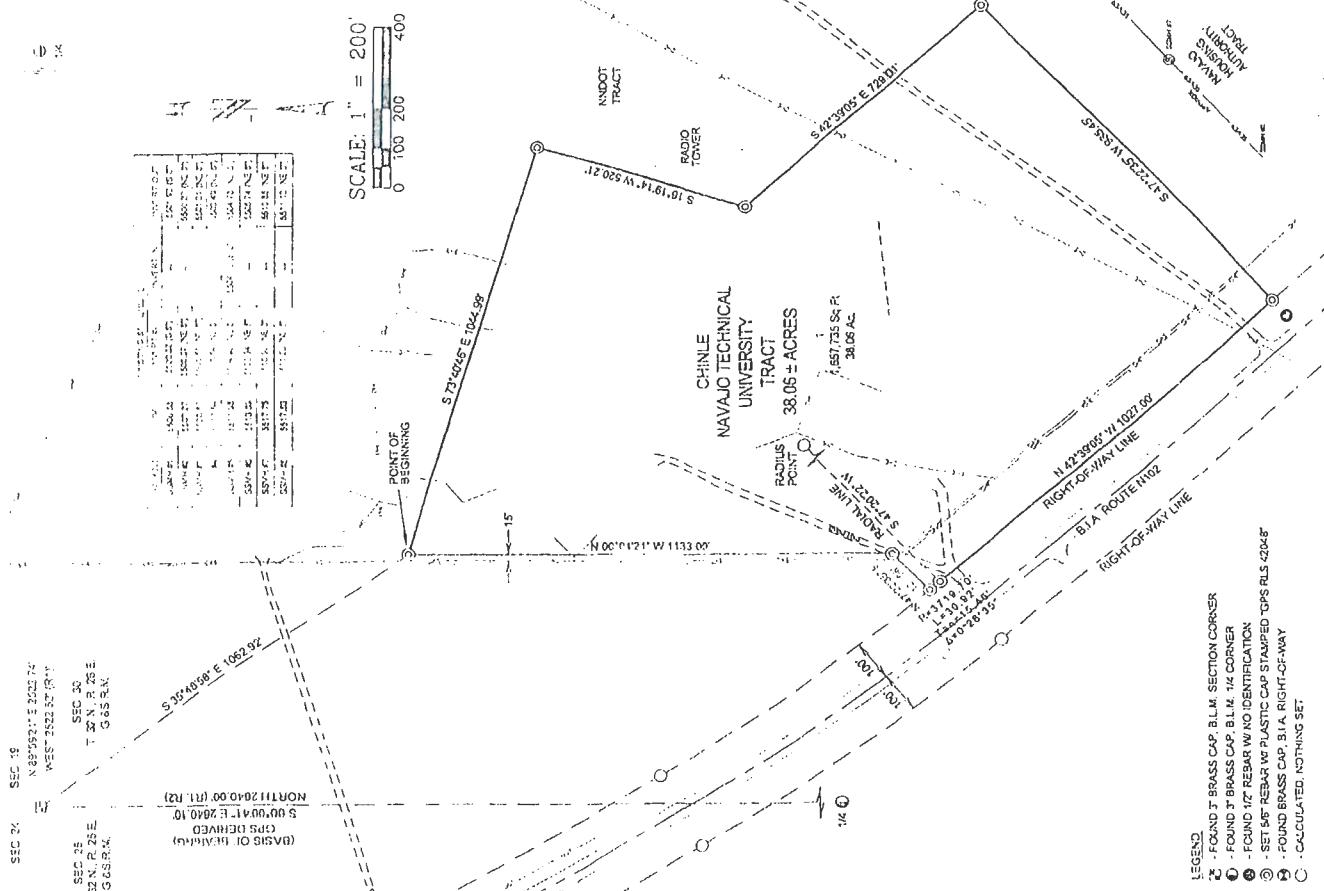
1

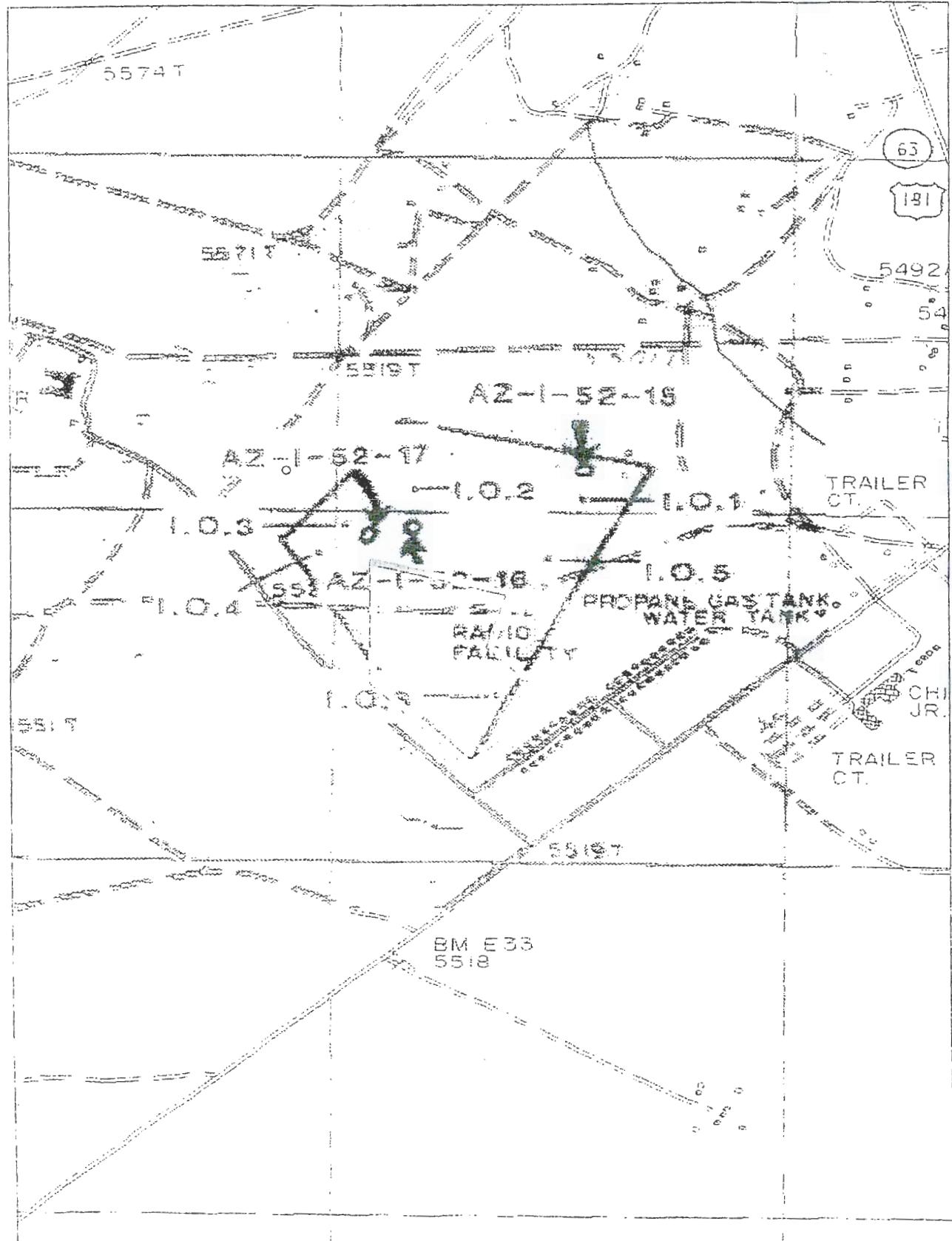
HALBERT O

四〇

•

A detailed map showing a rectangular tract of land labeled "CHINE TRACT". The tract is bounded by a thick black line. A road or path leads from the bottom right towards the center of the tract. The word "CHINE" is written vertically along the left side of the tract's boundary, and "TRACT" is written horizontally below the "CHINE" text. The map also features a grid system with various labels like "100", "1000", "10000", and "100000" scattered across the area.





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.: Chinle Navajo Technical College Tract

DESCRIPTION: The NTC proposes a new instructional site within a 3.06± acre tract.

LOCATION: S30, T32N, R26E, G&SRM, Chinle, Apache County, Arizona

REPRESENTATIVE: Arlena Benallie, Director for Chinle Navajo Technical College

ACTION AGENCY: Chinle Navajo Technical College (NTC)

B.R. REPORT TITLE / DATE / PREPARER: Request for concurrence/30 JUN 2017/Arlena Benallie

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 4 - Community Development

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/30 JUN 2017; amended on 19 APR 2018; 26 APR 2018

COPIES TO: (add categories as necessary)

| | | |
|--|---|---------|
| 2 NTC § 164 Recommendation: | Signature | Date |
| <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Conditional Approval (with memo) <input type="checkbox"/> Disapproval (with memo) <input type="checkbox"/> Categorical Exclusion (with request letter) <input type="checkbox"/> None (with memo) |  Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife | 4/27/18 |

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

Representative's signature

Date



THE NAVAJO NATION
ENVIRONMENTAL PROTECTION AGENCY

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

EXHIBIT

tables'

H



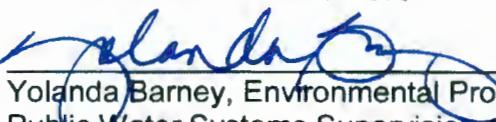
Russell Begaye
President

Jonathan Nez
Vice President

August 24, 2017

MEMORANDUM

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

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

SUBJECT: DOCUMENT No. 008536

The Navajo Nation Environmental Protection Agency's Public Water Systems Supervision Program ("PWSSP") reviewed Document No. 008536: Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases regarding the Navajo Technical University's project in Chinle, AZ. An additional 3.08 acres was requested through this 164 document. PWSSP recommends approval of this project with the condition that all water and wastewater projects be permitted as required by the Navajo Nation Safe Drinking Water Act.

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

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

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

xc: Ronnie Ben, Environmental Department Manager, Surface/Ground Water Protection Dept., NNEPA
PWSID#NN0400174
DWWP#NN04100065

Document No. 008536Date Issued: 08/10/2017**EXECUTIVE OFFICIAL REVIEW**Title of Document: NTU, Chinle Az Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: michellehoskie@frontier.com Phone Number: 928-871-6447 **Business Site Lease**

- | | | | |
|---|-------|--------------------------|--------------------------|
| 1. Division: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Controller: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| (only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review) | | | |
| 3. Office of the Attorney General: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

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

- | | | | |
|-------------------------------------|-------|--------------------------|--------------------------|
| 1. Office of Management and Budget: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Controller: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Office of the Attorney General: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |

 Navajo Housing Authority Request for Release of Funds

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

 Lease Purchase Agreements

- | | | | |
|------------------------------------|-------|--------------------------|--------------------------|
| 1. Office of the Controller: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| (recommendation only) | | | |
| 2. Office of the Attorney General: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |

 Grant Applications

- | | | | |
|-------------------------------------|-------|--------------------------|--------------------------|
| 1. Office of Management and Budget: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Controller: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Office of the Attorney General: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |

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

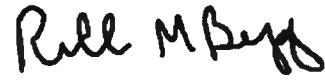
- | | | | |
|------------------------------------|-------|--------------------------|--------------------------|
| 1. Division: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |

 Relinquishment of Navajo Membership

- | | | | |
|------------------------------------|-------|--------------------------|--------------------------|
| 1. Land Department: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Elections: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Office of the Attorney General: | Date: | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|-------------------------------------|---|----------------------|-------------------------------------|
| <input type="checkbox"/> | Land Withdrawal or Relinquishment for Commercial Purposes | Sufficient | Insufficient |
| 1. | Division: _____ | Date: _____ | <input type="checkbox"/> |
| 2. | Office of the Attorney General: _____ | Date: _____ | <input type="checkbox"/> |
| | | | |
| <input checked="" type="checkbox"/> | Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases | | |
| 1. | NLD _____ | Date: _____ | <input type="checkbox"/> |
| 2. | F&W _____ | Date: _____ | <input type="checkbox"/> |
| 3. | HPD _____ | Date: _____ | <input type="checkbox"/> |
| 4. | Minerals _____ | Date: _____ | <input type="checkbox"/> |
| 5. | NNEPA _____ | Date: _____ | <input type="checkbox"/> |
| 6. | DNR _____ | Date: _____ | <input type="checkbox"/> |
| 7. | DOJ <u>(ic)</u> _____ | Date: <u>2/28/18</u> | <input checked="" type="checkbox"/> |
| | | Date: <u>3-8-15</u> | <input type="checkbox"/> |
| | | | |
| <input type="checkbox"/> | Rights of Way | | |
| 1. | NLD _____ | Date: _____ | <input type="checkbox"/> |
| 2. | F&W _____ | Date: _____ | <input type="checkbox"/> |
| 3. | HPD _____ | Date: _____ | <input type="checkbox"/> |
| 4. | Minerals _____ | Date: _____ | <input type="checkbox"/> |
| 5. | NNEPA _____ | Date: _____ | <input type="checkbox"/> |
| 6. | Office of the Attorney General: _____ | Date: _____ | <input type="checkbox"/> |
| 7. | OPVP _____ | Date: _____ | <input type="checkbox"/> |
| | | | |
| <input type="checkbox"/> | Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease | | |
| 1. | Minerals _____ | Date: _____ | <input type="checkbox"/> |
| 2. | OPVP _____ | Date: _____ | <input type="checkbox"/> |
| 3. | NLD _____ | Date: _____ | <input type="checkbox"/> |
| | | | |
| <input type="checkbox"/> | Assignment of Mineral Lease | | |
| 1. | Minerals _____ | Date: _____ | <input type="checkbox"/> |
| 2. | DNR _____ | Date: _____ | <input type="checkbox"/> |
| 3. | DOJ _____ | Date: _____ | <input type="checkbox"/> |
| | | | |
| <input type="checkbox"/> | ROW (where there has been no delegation of authority to the Navajo Land Department to grant the Nation's consent to a ROW) | | |
| 1. | NLD _____ | Date: _____ | <input type="checkbox"/> |
| 2. | F&W _____ | Date: _____ | <input type="checkbox"/> |
| 3. | HPD _____ | Date: _____ | <input type="checkbox"/> |
| 4. | Minerals _____ | Date: _____ | <input type="checkbox"/> |
| 5. | NNEPA _____ | Date: _____ | <input type="checkbox"/> |
| 6. | DNR _____ | Date: _____ | <input type="checkbox"/> |
| 7. | DOJ _____ | Date: _____ | <input type="checkbox"/> |
| 8. | OPVP _____ | Date: _____ | <input type="checkbox"/> |
| | | | |
| <input type="checkbox"/> | OTHER: | | |
| 1. | _____ | Date: _____ | <input type="checkbox"/> |
| 2. | _____ | Date: _____ | <input type="checkbox"/> |
| 3. | _____ | Date: _____ | <input type="checkbox"/> |
| 4. | _____ | Date: _____ | <input type="checkbox"/> |
| 5. | _____ | Date: _____ | <input type="checkbox"/> |

Tier 2 Document Voting Results

| User Name (Facility) | Job Title | Department | Vote Cast | Comments | Replies | Vote Date | Signature |
|--|--------------------------------|---|-----------|---|-------------|-------------|---|
| Bidtah N. Becker (FBFA) | FBFA Users | FBFA Action Team | Approved | 1. I am marking this packet sufficient. There are two outstanding items. The first is that the lease is lacking. I am marking the packet sufficient so as to move DNR and NNEPA's review forward to DOJ who will finalize the lease. The second is the question of consents. It was mentioned that consents may need to be obtained. GLDD has confirmed to me over email that no consents are necessary as the original consents reflect the current acreage of 38.08 acres. Thank you. | 1. No Reply | 29-Dec-2017 |  |
| Richard Begay NNHP Nation (Navajo Land Historic Title Data System - Windowrock AZ) | Navajo Preservation Officer | Historic Preservation Department | Approved | no comments | No Reply | 22-Sep-2017 |  |
| Ronnie Ben (Navajo Land Control - Title Data System - Windowrock AZ) | Underground Injection Reviewer | Navajo Nation Environmental Protection Agency | Approved | 1. Conditional Approval contingent on compliance with all NNEPA and EPA environmental laws. | 1. No Reply | 11-Sep-2017 |  |

| | | | | | |
|--|---|--|--|-----------------------|--------------------------|
| Sam Diswood Technical (Navajo Land Review Title Data System - Windowrock AZ) | Fish and Wildlife Approved | 1. Project is within the community development area. | 1. No <i>Reply</i> | 09-Sep-2017 | <i>Samuel T. Diswood</i> |
| Steven Prince Technical MIN Reviewer (Navajo Land Title Data System - Windowrock AZ) | Navajo Nation Minerals Management | Approved | 1. If this is a commercial lease the consideration for 20 years will be \$548,064. | 1. No <i>Reply</i> | 27-Sep-2017 |
| W. Mike Manager III NLD Halona Navajo Land Administration (Navajo Land Department Title Data System - Windowrock AZ) | | Approved | no <i>comments</i> | No <i>Reply</i> | 14-Sep-2017 |

Tier 1 Document Voting Results

| User Name (Facility) | Job Title | Department | Vote Cast | Comments | Replies | Vote Date | Signature |
|---|---------------------------|---|-----------|--|-------------|-------------|---|
| Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ) | Air and Toxics - Reviewer | Navajo Nation Environmental Protection Agency | Approved | 1. The ATD was consulted regarding installation of RRNC in the design of this campus. The undertaking is significant. If there is an EA that was prepared, or tiered from, please forward it to the NNEPA reviewers, as there will be surface disturbances. | 1. No Reply | 29-Aug-2017 |  |
| Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ) | Water Quality - Reviewer | Navajo Nation Environmental Protection Agency | Approved | 1. As noted from other reviewers no EA attached. The survey map is not what we typically review here at Water Quality. Please consult with our office should your project impact any waterway, ephemeral or perennial. A Clean Water Act Section 401 may be needed for this project. Please contact our office at (928) 871-7692 or visit our website at www.naajonationepa.org . Thank you. | 1. No Reply | 30-Aug-2017 |  |
| Najamh Tariq (Navajo Land Title Data System - Windowrock AZ) | Approver | Department of Water Resources | Approved | no comments | No Reply | 24-Aug-2017 | |
| Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ) | Technical Review | Fish and Wildlife | Approved | 1. #17NTCo1a4 | 1. No Reply | 25-Aug-2017 |  |
| Pam Maples EPA (Navajo Land Program - Title Data System - Windowrock AZ) | Storage Tanks Reviewer | Navajo Nation Environmental Protection Agency | Approved | 1. The only locating information was the tiny inset vicinity map in the legal survey. Again, no coordinates provided. Luckily the area is near a town with housing patterns recognizable from above. | 1. No Reply | 24-Aug-2017 |  |

| | | | | | | | |
|--|---|--|----------|---|-------------|-------------|------------------------|
| Patrick Antonio EPA Quality - (Navajo Land Supervisor | Water Title Data System - Windowrock AZ) | Navajo Nation Environmental Protection Agency | Approved | 1. No "environmental survey", as mentioned in proposed RDC resolution, is not attached. Planned develop of NTU campus infrastructure that disturbs more than 1.0 acre must comply with the federal Construction General Permit for storm water discharges from construction sites. | 1. No Reply | 24-Aug-2017 | <i>Patrick Antonio</i> |
| Robert Allan DNR (Navajo Land DNR Title Data System - Windowrock AZ) | Deputy Director DNR Title Data System - Windowrock AZ) | DNR Administration | Approved | 1. Assuming that the Land User Consents cover the additional 3.08 acres. If this is not the case, package needs land User Consents. Terms and Conditions are supposed to be attached to the 30 acre lease package, assume that the Terms and Conditions are attached to the original resolution. If not, you need to add this document. | 1. No Reply | 08-Sep-2017 | <i>Robert O. Allan</i> |
| Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ) | HPD Reviewer | Historic Preservation Department | Approved | 1. NTM-89-410. All sites will be avoided. | 1. No Reply | 28-Aug-2017 | <i>Tamara Billie</i> |
| Yolanda Barney (Navajo Land System Title Data System - Windowrock AZ) | Public Water Supervision Agency Program | Navajo Nation Environmental Protection Agency | Approved | 1. Please see attached memorandum approving this project. | 1. No Reply | 24-Aug-2017 | <i>Yolanda Barney</i> |



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM

RESUBMITTAL



| | | |
|---|--|-----|
| 2/22/17 | | DOJ |
| DATE / TIME | | |
| <input type="checkbox"/> 7 Day Deadline | | |
| DOC #: 008536 | | |
| SAS #: | | |
| UNIT: NRU | | |

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

CLIENT TO COMPLETE

| | | | |
|------------------|----------------------------------|-------------|-------------------------------------|
| DATE OF REQUEST: | 2/22/2018 | DIVISION: | Division Natural Resources |
| CONTACT NAME: | Michelle Hoskie or Stevie Hudson | DEPARTMENT: | General Land Development Department |
| PHONE NUMBER: | 871-6447 or 6401 | E-MAIL: | michellehoskie@frontier.com |

TITLE OF DOCUMENT: NTU LEASE MODIFICATION CHINLE AZ LOCATION

DOJ SECRETARY TO COMPLETE

| | | | |
|------------------------|-------------------|------------------------------|-----------------------|
| DATE/TIME IN UNIT: | 2.22.18 4:30pm | REVIEWING ATTORNEY/ADVOCATE: | Travis Chee 3.5.18 |
| DATE TIME OUT OF UNIT: | 3/1/18 9:35 am | | |

DOJ ATTORNEY / ADVOCATE COMMENTS

- I re-reviewed the packet for the lease. The right lease is now attached with Connection Versions of Citation (References). The

| | | | |
|----------------------|-------------|--|-------------|
| REVIEWED BY: (Print) | Date / Time | SURNAMED BY: (Print) | Date / Time |
| Travis Chee 2/28/18 | | Blanket 2/28/18 3:18pm | |
| Emailed Michelle S | | for Document Pick Up on 3/1/18 at 9:18z By Z | |

PICKED UP BY: (Print) DATE / TIME:
NND DOJ/DRRF-July 2013

COMPLETED

✓consent(s) along with BRC P3CR TDF
are also attached. Document is now
legally sufficient. BIA Regional Director in
their memo. Dated October 13, 2017, indicated that
"Trust land designated for specific use by the NN does not
require BIA approval, therefore, would not require NEPA Action".
Thx - i

**RESOURCES AND DEVELOPMENT COMMITTEE
Regular Meeting**

**ROLL CALL
VOTE TALLY SHEET:**

Legislation # 0421-18: An Action Relating to Resources and Development:
Approving First Amendment to Chinle Campus of the Navajo Technical
University Lease 18-1229-55. Sponsor: Leonard H. Pete Co-Sponsor:
Nelson BeGaye

MAIN MOTION:

M: Davis Filfred S: Jonathan Perry Vote: 4-0-1 (VCNV)

YEAS: Davis Filfred, Walter Phelps, Leonard Pete and Jonathan Perry

NAYS:

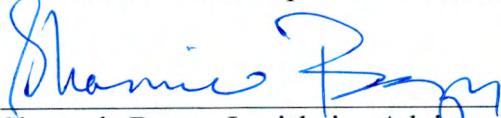
EXCUSED: Alton Joe Shepherd

Date: December 26, 2018 – Regular Meeting

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



Honorable Benjamin Bennett, Presiding Vice-Chairman
Resources and Development Committee



Shammie Begay, Legislative Advisor
Office of Legislative Services