

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

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A LEASE BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE FOR FORTY-THREE ACRES MORE OR LESS (43.06) IN CROWNPOINT NAVAJO NATION FOR CONSTRUCTION OF A NINETEEN UNIT APARTMENT BUILDING TO BE OWNED AND MAINTAINED BY THE INDIAN HEALTH SERVICE FOR RESIDENTIAL STAFF

BE IT ENACTED:

**Section One. Authority**

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

**Section Two. Findings**

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

B. The DHS-IHS seeks approval of a Lease in order that they may construct additional apartment housing units (19) at that facility for its medical staff. See Exhibit "A".

C. The requested Lease has been reviewed and found to be legally sufficient. See Exhibit "B".

D. The Resources and Development Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation to approve the Lease as submitted and found at Exhibit "A".

**Section Three. Approvals**

A. The Resources and Development Committee hereby approves the Lease between the Navajo Nation and the United States Department of Health and Human Services, Indian Health Service as found at Exhibit "A", for the construction of nineteen (19) apartment housing units to be owned and maintained by the Indian Health Service.

**CERTIFICATION**

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



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

Motion: Honorable Davis Filfred  
Second: Honorable Leonard Pete

**UNITED STATES OF AMERICA**  
**DEPARTMENT HEALTH AND HUMAN SERVICES**  
**INDIAN HEALTH SERVICE**  
**NAVAJO AREA OFFICE**



Date: \_\_\_\_\_

**IHS Lease No. 102-17**

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

**The UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service**, hereinafter known as (**IHS**), hereinafter called the **Lessee**, Resolution No. ACAP-40-78 dated, April 18, 1978, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

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

**1. DEFINITIONS.**

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

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

## **2. LEASED PREMISES**

**Whereas**, The Lessor hereby leases to the Lessee a parcel of land approximately 43.06 acres as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, utility infrastructure and roads belonging or appertaining thereto, and more particularly described below

- (A) This parcel as described in attached Exhibit 1 lies within the South Half of Section 17, Township 17, Range 12 West, New Mexico Principal Meridian. The parcel is currently encumbered by a hospital, hospital support buildings and several residential housing units owned by IHS and maintained by IHS.
- (B) IHS will build a 19 unit apartment building is to be owned by IHS; and Maintained by IHS. The address of this apartment buildings is IHS Hospital Junction 371 and Navajo Rte. 19 Crownpoint New Mexico 87313.

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

## **3. LEASE TERM**

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

## **4. TERMINATION RIGHTS**

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

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

## **5. RENTAL CONSIDERATION**

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

staff.

## **6. LEASE PURPOSE**

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

## **7. UTILITY SERVICE LINE AGREEMENTS.**

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

## **8. CONSTRUCTION OR PLACEMENT OF IMPROVEMENTS**

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



## **9. IMPROVEMENTS AND PERSONAL PROPERTY**

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

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

## **10. PROPERTY DAMAGE.**

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

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

#### **11. HOLDING OVER.**

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

#### **12. EMINENT DOMAIN**

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

#### **13. FEDERAL TRUST**

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

#### **14. HAZARDOUS SUBSTANCES.**

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

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

#### **15. OFFICIALS NOT TO BENEFIT**

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

#### **16. CHANGE OF OWNERSHIP**

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

#### **17. INTEGRATED AGREEMENT**

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

#### **18. MUTUALITY OF AGREEMENT**

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



## **19. SUCCESSORS AND ASSIGNS.**

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

## **20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS**

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

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

## **21. UTILITIES**

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

## **22. DISCOVERY OF HISTORIC PROPERTIES**

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

## **23. CONDITION OF LEASED PREMISES.**

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

## **24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.**

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws

and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

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

## **25. CONSTRUCTION BOND**

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

## **26. NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

## **27. SUBLEASES AND ASSIGNMENTS.**

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

## **28. QUIET ENJOYMENT.**

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

## **29. ENCUMBRANCE.**

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

## **30. VIOLATION.**

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

### **31. SANITATION.**

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

### **32. LIABILITY.**

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

### **33. INSURANCE.**

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

### **34. INSPECTION.**

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

### **35. MINERALS**

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

### **36. DELIVERY OF PREMISES.**

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



### **37. ATTORNEY'S FEES.**

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

### **38. DISPUTE RESOLUTION.**

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

### **39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY**

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

### **40. NOTICES AND DEMANDS.**

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

To or upon Lessor:

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

To or upon Lessee:

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

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

**THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:**

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

**LESSOR:**  
**NAVAJO TRIBE**

**LESSEE:**  
**UNITED STATES OF AMERICA**

\_\_\_\_\_  
Russell Begay, President      Date

\_\_\_\_\_  
Stewart Jones      Date  
Lease Contracting Officer  
Indian Health Service-DES

1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND  
2. REQUIREMENTS AS PROVIDED BY THE CLIENT  
3. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS  
4. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL  
5. PURPOSE ONLY.  
6. ALL FOUND MONUMENTS WERE ACCEPTED  
7. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE GRID  
8. AREA SUBJECT PROPERTY CONTAINS 43.06 ± ACRES

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 00°54'00" E | 122.49'  |
| 2    | S 54°45'22" W | 75.42'   |
| 3    | S 37°16'49" W | 57.56'   |
| 4    | S 22°58'05" W | 82.76'   |
| 5    | S 40°05'30" W | 30.30'   |
| 6    | S 57°00'11" W | 82.57'   |
| 7    | N 37°15'24" W | 137.01'  |
| 8    | S 51°11'59" W | 150.03'  |
| 9    | S 37°31'42" E | 108.44'  |
| 10   | S 8°59'50" W  | 256.94'  |
| 11   | N 00°23'11" E | 75.61'   |
| 12   | N 89°32'58" W | 250.71'  |



DATE: 10 NOV 67.  
TIME: 1400Z  
FROM: JMWAVE  
TO: JMWAVE  
SUBJ: JMWAVE



- FOUND BLM CADASTRAL BRASS CAP, 2009
- FOUND BLM CADASTRAL BRASS NAIL/ESC
- FOUND 5/8" REBAR, NO TAG
- SET 5/8" REBAR, LG 2009

A PARCEL OF LAND IS SITUATED IN THE SOUTH HALF (5.1/2) TRACT 12, T28N34W, R12E, NORTH RANGE 12 WEST, NEW MEXICO PRINCIPAL MERIDIAN, IN THE VICINITY OF CHOWAGWON CHAPTER, MCKNILEY COUNTY, STATE OF NEW MEXICO, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12, T12N, R12E, NMPM, ADJACENT WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY, BEING A 1/4 SEC ON THE CENTER LINE OF NAVAJO ROUTE #9, AND END WITH TWO REFERENCE BRASS CAP ON THE NORTH & SOUTH SIDE OF THE PAVEMENT

DATED 2009.

THENCE N 97°09'33" E, DISTANCE 1,566.35 FEET TO  
THE TRUE POINT OF BEGINNING FOR THIS PARCEL;  
THENCE N 10°05'08" W, DISTANCE 1,119.37 FEET,  
THENCE S 89°32'50" E, DISTANCE 180.36 FEET,  
THENCE N 0°55'06" W, DISTANCE 1,244.39 FEET,  
THENCE N 81°18'15" E, DISTANCE 1,010.37 FEET,  
THENCE S 0°25'12" E, DISTANCE 2,054.56 FEET ALONG  
THE WEST RIGHT OF WAY LINE OF US HIGHWAY 371,  
THENCE N 89°33'24" W, DISTANCE 513.15 FEET,  
THENCE N 02°31'11" E, DISTANCE 79.61 FEET,  
THENCE S 75°59'50" W, DISTANCE 1,010.37 FEET,  
THENCE S 73°31'47" E, DISTANCE 108.44 FEET,  
THENCE S 51°11'59" W, DISTANCE 160.03 FEET,  
THENCE N 37°15'24" W, DISTANCE 137.01 FEET,  
THENCE S 57°00'11" W, DISTANCE 82.57 FEET,  
THENCE S 03°02'07" W, DISTANCE 1,010.37 FEET,  
THENCE S 52°58'05" W, DISTANCE 87.76 FEET,  
THENCE S 37°16'49" E, DISTANCE 57.56 FEET,  
THENCE S 52°45'22" W, DISTANCE 75.42 FEET,  
THENCE N 02°55'00" E, DISTANCE 122.69 FEET,  
THENCE N 89°32'58" W, DISTANCE 250.71 FEET ALONG  
THE NORTH RIGHT OF WAY LINE OF MAJOR ROUTE 105  
AND BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,  
CONTAINING 43.05 ACRES, MORE OR LESS

SURVEYED BY INA'DA' INC. ON JULY 15, 2014



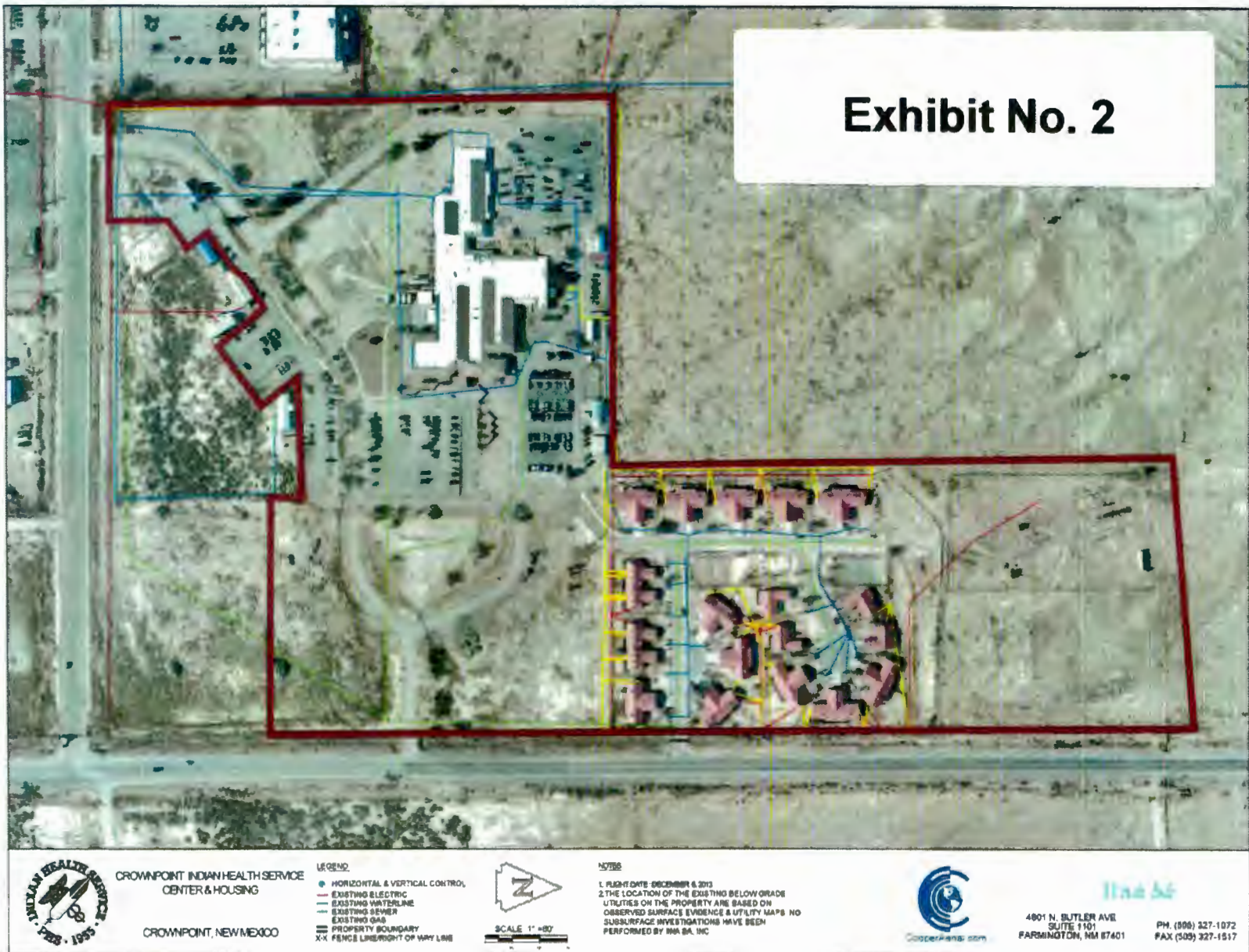
RM 4 Stoll  
RONALD E. STOLL, 15 7258

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

|                             |  |
|-----------------------------|--|
| CROWNPOINT IHS CLINIC TRACT |  |
|                             | <p>43.06 ± ACRE(S)</p> <p>NAVAJO NATION TRUST LAND DISTRICT #18</p> <p>S 1/2 SECTION 17, T74N R12 W NMPM</p> <p>CROWN PT. MURKIN &amp; COUNTY,</p> <p>NEW MEXICO</p> |



## Exhibit No. 2





**UNITED STATES OF AMERICA**  
**DEPARTMENT HEALTH AND HUMAN SERVICES**  
**INDIAN HEALTH SERVICE**  
**NAVAJO AREA OFFICE**

Date: \_\_\_\_\_

IHS Lease No. 102-17

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

**The UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service**, hereinafter known as (**IHS**), hereinafter called the **Lessee**, Resolution No. ACAP-40-78 dated, April 18, 1978, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

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

**1. DEFINITIONS.**

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

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

## **2. LEASED PREMISES**

**Whereas,** The Lessor hereby leases to the Lessee a parcel of land approximately 43.06 acres as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, utility infrastructure and roads belonging or appertaining thereto, and more particularly described below

- (A) This parcel as described in attached Exhibit 1 lies within the South Half of Section 17, Township 17, Range 12 West, New Mexico Principal Meridian. The parcel is currently encumbered by a hospital, hospital support buildings and several residential housing units owned by IHS and maintained by IHS.
- (B) IHS will build a 19 unit apartment building is to be owned by IHS; and Maintained by IHS. The address of this apartment buildings is IHS Hospital Junction 371 and Navajo Rte. 19 Crownpoint New Mexico 87313.

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

## **3. LEASE TERM**

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

## **4. TERMINATION RIGHTS**

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

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

## **5. RENTAL CONSIDERATION**

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

staff.

## **6. LEASE PURPOSE**

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

## **7. UTILITY SERVICE LINE AGREEMENTS.**

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

## **8. CONSTRUCTION OR PLACEMENT OF IMPROVEMENTS**

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



## **9. IMPROVEMENTS AND PERSONAL PROPERTY**

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

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

## **10. PROPERTY DAMAGE.**

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



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

#### **11. HOLDING OVER.**

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

#### **12. EMINENT DOMAIN**

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

#### **13. FEDERAL TRUST**

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

#### **14. HAZARDOUS SUBSTANCES.**

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

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

#### **15. OFFICIALS NOT TO BENEFIT**

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

#### **16. CHANGE OF OWNERSHIP**

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

#### **17. INTEGRATED AGREEMENT**

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

#### **18. MUTUALITY OF AGREEMENT**

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

#### **19. SUCCESSORS AND ASSIGNS.**

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

#### **20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS**

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

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

#### **21. UTILITIES**

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

#### **22. DISCOVERY OF HISTORIC PROPERTIES**

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

#### **23. CONDITION OF LEASED PREMISES.**

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

#### **24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.**

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws



and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

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

## **25. CONSTRUCTION BOND**

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

## **26. NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

## **27. SUBLEASES AND ASSIGNMENTS.**

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

## **28. QUIET ENJOYMENT.**

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



## **29. ENCUMBRANCE.**

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

## **30. VIOLATION.**

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

### **31. SANITATION.**

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

### **32. LIABILITY.**

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

### **33. INSURANCE.**

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

### **34. INSPECTION.**

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

### **35. MINERALS**

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

### **36. DELIVERY OF PREMISES.**

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

### **37. ATTORNEY'S FEES.**

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

### **38. DISPUTE RESOLUTION.**

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

### **39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY**

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

### **40. NOTICES AND DEMANDS.**

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

To or upon Lessor:

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

To or upon Lessee:

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

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

**THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:**

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

**LESSOR:**  
**NAVAJO TRIBE**

**LESSEE:**  
**UNITED STATES OF AMERICA**

\_\_\_\_\_  
Russell Begay, President      Date

\_\_\_\_\_  
Stewart Jones      Date  
Lease Contracting Officer  
Indian Health Service-DES



# NOTES

1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY
4. ALL FOUND MONUMENTS WERE ACCEPTED
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE GRID
6. AREA: SUBJECT PROPERTY CONTAINS 43.06 ± ACRES

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 07°09'33" E | 1306.35  |
| 2    | S 52°45'08" W | 75.42    |
| 3    | S 37°18'49" E | 57.56    |
| 4    | S 52°58'06" W | 87.76    |
| 5    | S 40°05'30" W | 30.30    |
| 6    | S 57°00'11" W | 82.57    |
| 7    | N 37°15'24" W | 137.01   |
| 8    | S 51°11'59" W | 160.03   |
| 9    | S 37°31'47" E | 108.44   |
| 10   | S 87°59'50" W | 256.94   |
| 11   | N 00°23'11" E | 75.61    |
| 12   | N 89°32'58" W | 250.71   |



S17  
 S19  
 S18  
 S20  
 N 07°09'33" E 1306.35'  
 S 52°45'08" W 75.42'  
 S 37°18'49" E 57.56'  
 S 52°58'06" W 87.76'  
 S 40°05'30" W 30.30'  
 S 57°00'11" W 82.57'  
 N 37°15'24" W 137.01'  
 S 51°11'59" W 160.03'  
 S 37°31'47" E 108.44'  
 S 87°59'50" W 256.94'  
 N 00°23'11" E 75.61'  
 N 89°32'58" W 250.71'

CROWNPOINT HIS LAND  
 TRANSFER BACK TO THE  
 NAVAJO NATION PARCEL A

IHS CLINIC TRACT  
 1875531.4 Sq. Feet  
 43.06 Acres

1/2" REBAR, NO TAG

CROWNPOINT HIS LAND  
 TRANSFER BACK TO THE  
 NAVAJO NATION PARCEL A

CENTER LINE NAVAJO ROUTE 2

## LEGEND

- FOUND BLM CADASTRAL BRASS CAP, 2009
- FOUND BLM CADASTRAL BRASS NAIL, 2009
- FOUND 5/8" REBAR, NO TAG
- SET 5/8" REBAR, LS 1209

## LEGAL DESCRIPTION

A PARCEL OF LAND IS SITUATED IN THE SOUTH HALF (S 1/2) TRACT 17, T17N, R12W, NMPM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY NAIL SET WITH A DISC ON THE CENTER LINE OF NAVAJO ROUTE #2, ALONG WITH TWO REFERENCE BRASS CAP ON THE NORTH & SOUTH SIDE OF THE PAVEMENT (DATED 2009)

THENCE N 07°09'33" E, DISTANCE 1,306.35 FEET TO  
 THE TRUE POINT OF BEGINNING FOR THIS PARCEL,  
 THENCE N 00°55'08" W, DISTANCE 1,119.37 FEET,  
 THENCE S 89°32'50" E, DISTANCE 790.36 FEET,  
 THENCE N 00°55'06" W, DISTANCE 1,244.38 FEET,  
 THENCE N 85°18'15" W, DISTANCE 586.09 FEET,  
 THENCE S 00°25'12" E, DISTANCE 2,054.56 FEET ALONG  
 THE WEST RIGHT OF WAY LINE OF US HIGHWAY 371,  
 THENCE N 89°33'04" W, DISTANCE 513.15 FEET,  
 THENCE N 00°23'11" E, DISTANCE 75.61 FEET,  
 THENCE S 87°59'50" W, DISTANCE 256.94 FEET,  
 THENCE S 37°31'47" E, DISTANCE 108.44 FEET,  
 THENCE S 51°11'59" W, DISTANCE 160.03 FEET,  
 THENCE N 37°15'24" W, DISTANCE 137.01 FEET,  
 THENCE S 57°00'11" W, DISTANCE 82.57 FEET,  
 THENCE S 40°05'30" W, DISTANCE 30.30 FEET,  
 THENCE S 52°58'06" W, DISTANCE 87.76 FEET,  
 THENCE S 37°16'49" E, DISTANCE 57.56 FEET,  
 THENCE S 52°45'27" W, DISTANCE 75.42 FEET,  
 THENCE S 00°55'00" E, DISTANCE 127.69 FEET,  
 THENCE N 89°32'58" W, DISTANCE 250.71 FEET ALONG  
 THE NORTH RIGHT OF WAY LINE OF NAVAJO ROUTE #2 AND  
 BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,  
 CONTAINING 43.06 ACRES, MORE OR LESS

SURVEYED BY INABA' INC. ON JULY 15, 2014

## SURVEYORS CERTIFICATE

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



RONALD E. STOLL, 15729

|   |          |
|---|----------|
| CROWNPOINT IHS CLINIC TRACT   |          |
| 43.06 ± ACRE(S)   |          |
| NAVAJO NATION TRUST LAND DISTRICT #16   |          |
| S 1/2 SECTION 17, T17N R12 W NMPM   |          |
| CROWNPOINT, MCKINLEY COUNTY,<br>NEW MEXICO  |          |
| <br>APRIL N. HILLER AVE<br>SUITE 100<br>PARKINGTON, NM 87041<br>PH (505) 327-1072<br>FAX (505) 327-1077 | 10/13/14 |

## Exhibit No. 2



CROWNPOINT INDIAN HEALTH SERVICE  
CENTER & HOUSING

CROWNPOINT, NEW MEXICO

### LEGEND

- HORIZONTAL & VERTICAL CONTROL
- EXISTING ELECTRIC
- EXISTING WATERLINE
- EXISTING SEWER
- EXISTING GAS
- PROPERTY BOUNDARY
- FENCE LINE (ADJACENT TO WAY LINE)



### NOTES

1. PLANS DATE: DECEMBER 6, 2011
2. THE LOCATION OF THE EXISTING BELOW GROUND UTILITIES ON THE PROPERTY ARE BASED ON OBSERVED SURFACE EVIDENCE & UTILITY MAPS. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED BY E&B-DA, INC.



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

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

**UNITED STATES OF AMERICA**  
**DEPARTMENT HEALTH AND HUMAN SERVICES**  
**INDIAN HEALTH SERVICE**  
**NAVAJO AREA OFFICE**

Date: \_\_\_\_\_

**IHS Lease No. 102-17**

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

**The UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service**, hereinafter known as (**IHS**), hereinafter called the **Lessee**, Resolution No. ACAP-40-78 dated, April 18, 1978, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

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

**1. DEFINITIONS.**

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



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

## **2. LEASED PREMISES**

**Whereas**, The Lessor hereby leases to the Lessee a parcel of land approximately 43.06 acres as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, utility infrastructure and roads belonging or appertaining thereto, and more particularly described below

- (A) This parcel as described in attached Exhibit 1 lies within the South Half of Section 17, Township 17, Range 12 West, New Mexico Principal Meridian. The parcel is currently encumbered by a hospital, hospital support buildings and several residential housing units owned by IHS and maintained by IHS.
- (B) IHS will build a 19 unit apartment building is to be owned by IHS; and Maintained by IHS. The address of this apartment buildings is IHS Hospital Junction 371 and Navajo Rte. 19 Crownpoint New Mexico 87313.

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

## **3. LEASE TERM**

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

## **4. TERMINATION RIGHTS**

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

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

## **5. RENTAL CONSIDERATION**

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



staff.

## **6. LEASE PURPOSE**

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

## **7. UTILITY SERVICE LINE AGREEMENTS.**

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

## **8. CONSTRUCTION OR PLACEMENT OF IMPROVEMENTS**

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

## **9. IMPROVEMENTS AND PERSONAL PROPERTY**

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

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

## **10. PROPERTY DAMAGE.**

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

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

#### **11. HOLDING OVER.**

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

#### **12. EMINENT DOMAIN**

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

#### **13. FEDERAL TRUST**

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

#### **14. HAZARDOUS SUBSTANCES.**

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



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

#### **15. OFFICIALS NOT TO BENEFIT**

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

#### **16. CHANGE OF OWNERSHIP**

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

#### **17. INTEGRATED AGREEMENT**

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

#### **18. MUTUALITY OF AGREEMENT**

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



#### **19. SUCCESSORS AND ASSIGNS.**

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

#### **20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS**

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

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

#### **21. UTILITIES**

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

#### **22. DISCOVERY OF HISTORIC PROPERTIES**

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

#### **23. CONDITION OF LEASED PREMISES.**

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

#### **24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.**

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws

and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

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

## **25. CONSTRUCTION BOND**

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

## **26. NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

## **27. SUBLEASES AND ASSIGNMENTS.**

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

## **28. QUIET ENJOYMENT.**

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

## **29. ENCUMBRANCE.**

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

## **30. VIOLATION.**

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



### **31. SANITATION.**

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

### **32. LIABILITY.**

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

### **33. INSURANCE.**

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

### **34. INSPECTION.**

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

### **35. MINERALS**

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

### **36. DELIVERY OF PREMISES.**

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



**37. ATTORNEY'S FEES.**

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

**38. DISPUTE RESOLUTION.**

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

**39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY**

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

**40. NOTICES AND DEMANDS.**

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

To or upon Lessor:

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

To or upon Lessee:

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

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

**THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:**

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

**LESSOR:**  
**NAVAJO TRIBE**

**LESSEE:**  
**UNITED STATES OF AMERICA**

\_\_\_\_\_  
Russell Begay, President      Date

\_\_\_\_\_  
Stewart Jones      Date  
Lease Contracting Officer  
Indian Health Service-DES

# NOTES

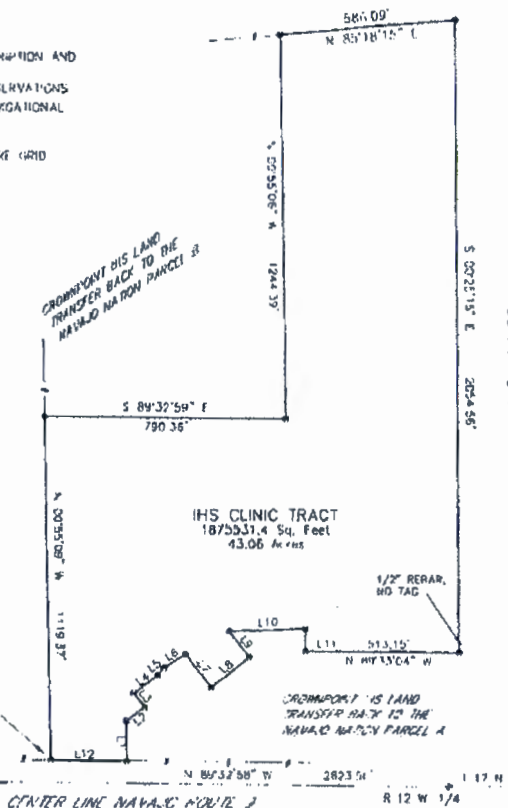
1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY
4. ALL FOUND MONUMENTS WERE ACCEPTED
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE GRID
6. AREA: SUBJECT PROPERTY CONTAINS 43.06 ± ACRES

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 00°55'00" E | 127.49   |
| 2    | S 92°45'22" W | 75.42    |
| 3    | S 37°18'49" E | 57.58    |
| 4    | S 52°58'05" W | 87.76    |
| 5    | S 40°05'30" W | 30.30    |
| 6    | S 57°00'11" W | 82.57    |
| 7    | N 37°15'24" W | 137.01   |
| 8    | S 51°11'58" W | 160.03   |
| 9    | S 37°31'47" E | 108.44   |
| 10   | S 87°53'50" W | 255.94   |
| 11   | N 00°23'11" E | 75.61    |
| 12   | N 89°32'58" W | 250.71   |



S17  
 S20  
 N 87°09'33" E 1308.35'  
 S 17°15'24" W 137.01'  
 S 51°11'58" W 160.03'  
 S 37°31'47" E 108.44'  
 S 87°53'50" W 255.94'  
 N 00°23'11" E 75.61'  
 N 89°32'58" W 250.71'

MON. # 10-100-001  
 CROWNPOINT HIS LAND  
 TRANSFER BACK TO THE  
 NAVAJO NATION PARCEL B  
 1/2" REBAR, NO TAG  
 N 89°32'58" W 250.71'



## LEGEND

- FOUND BLM CADASTRAL BRASS CAP, 2009
- FOUND BLM CADASTRAL BRASS NAIL/DISC
- FOUND 5/8" REBAR, NO TAG
- SET 5/8" REBAR, LS 12.9

## LEGAL DESCRIPTION

A PARCEL OF LAND IS SITUATED IN THE SOUTH HALF (S 1/2) TRACT 17, T17N, R12W, NMPM, 17 NORTH, RANGE 12 WEST, NEW MEXICO PRINCIPAL MERIDIAN, IN THE MIDNEY OF CROWNPOINT CHAPTER, McKinley County, STATE OF NEW MEXICO, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17, T17N, R12W, NMPM, ADJACENT TO A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY NAIL SET WITH A DISC ON THE CENTER LINE OF NAVAJO ROUTE 12, ALONG WITH TWO REFERENCE BRASS CAP ON THE NORTH & SOUTH SIDE OF THE PAVEMENT DATED 2009

THENCE N 87°09'33" E, DISTANCE 1,308.35 FEET TO  
 OLD TRUE POINT OF BEGINNING FOR THIS PARCEL,  
 THENCE N 00°55'08" E, DISTANCE 1,119.37 FEET,  
 THENCE S 89°32'50" E, DISTANCE 190.36 FEET,  
 THENCE N 00°55'08" E, DISTANCE 1,244.38 FEET,  
 THENCE N 89°18'15" W, DISTANCE 586.09 FEET,  
 THENCE S 00°25'12" E, DISTANCE 2,054.56 FEET ALONG  
 THE WEST RIGHT OF WAY LINE OF US HIGHWAY 371,  
 THENCE N 89°33'04" W, DISTANCE 513.15 FEET,  
 THENCE N 00°23'11" E, DISTANCE 75.61 FEET,  
 THENCE S 87°53'50" W, DISTANCE 256.94 FEET,  
 THENCE S 37°31'47" E, DISTANCE 108.44 FEET,  
 THENCE S 51°11'58" W, DISTANCE 160.03 FEET,  
 THENCE N 37°15'24" W, DISTANCE 137.01 FEET,  
 THENCE S 57°00'11" W, DISTANCE 82.57 FEET,  
 THENCE S 40°05'30" W, DISTANCE 30.30 FEET,  
 THENCE S 52°58'05" W, DISTANCE 87.76 FEET,  
 THENCE S 37°16'48" E, DISTANCE 57.58 FEET,  
 THENCE S 52°45'22" E, DISTANCE 75.42 FEET,  
 THENCE S 00°55'00" E, DISTANCE 127.49 FEET,  
 THENCE N 89°32'58" W, DISTANCE 250.71 FEET ALONG  
 THE NORTH RIGHT OF WAY LINE OF NAVAJO ROUTE 12 AND  
 BACK TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL,  
 CONTAINING 43.06 ACRES, MORE OR LESS

SURVEYED BY INABA INC. ON JULY 15, 2014



RM & Stoll  
 RONALD E. STOLL, LS 7258

## SURVEYORS CERTIFICATE

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

|                                       |  |
|---------------------------------------|--|
| CROWNPOINT IHS CLINIC TRACT           |  |
| 43.06 ± ACRE(S)                       |  |
| NAVAJO NATION TRUST LAND DISTRICT #16 |  |
| S 1/2 SECTION 17, T17N R12 W NMPM     |  |
| CROWNPOINT, MCKINLEY COUNTY,          |  |
| NEW MEXICO                            |  |



## Exhibit No. 2



CROWNPOINT INDIAN HEALTH SERVICE  
CENTER & HOUSING

CROWNPOINT, NEW MEXICO

### LEGEND

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



SCALE 1" = 400'

### NOTES

1. FIELDWORK: DECEMBER 8, 2013
2. THE LOCATION OF THE EXISTING BELOW GRADE UTILITIES ON THE PROPERTY ARE BASED ON OBSERVED SURFACE EVIDENCE & UTILITY MAPS. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED BY BMR & INC.



4801 N. BUTLER AVE  
SUITE 1101  
FARMINGTON, NM 87401

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



**UNITED STATES OF AMERICA**  
**DEPARTMENT HEALTH AND HUMAN SERVICES**  
**INDIAN HEALTH SERVICE**  
**NAVAJO AREA OFFICE**

Date: \_\_\_\_\_

**IHS Lease No. 102-17**

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

**The UNITED STATES OF AMERICA, Department of Health and Human Services, Indian Health Service**, hereinafter known as (IHS), hereinafter called the **Lessee**, Resolution No. ACAP-40-78 dated, April 18, 1978, pursuant to the authority contained in Public Law 94-437, Section 804, and amendments thereto, which by reference are made a part hereof.

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

**1. DEFINITIONS.**

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

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

## **2. LEASED PREMISES**

**Whereas,** The Lessor hereby leases to the Lessee a parcel of land approximately 43.06 acres as depicted (Exhibit 1, Survey and Land Legal Description and Exhibit 2, Aerial Photo and Plot Plan on attachment together with all rights, utility infrastructure and roads belonging or appertaining thereto, and more particularly described below

- (A) This parcel as described in attached Exhibit 1 lies within the South Half of Section 17, Township 17, Range 12 West, New Mexico Principal Meridian. The parcel is currently encumbered by a hospital, hospital support buildings and several residential housing units owned by IHS and maintained by IHS.
- (B) IHS will build a 19 unit apartment building is to be owned by IHS; and Maintained by IHS. The address of this apartment buildings is IHS Hospital Junction 371 and Navajo Rte. 19 Crownpoint New Mexico 87313.

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

## **3. LEASE TERM**

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

## **4. TERMINATION RIGHTS**

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

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

## **5. RENTAL CONSIDERATION**

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

staff.

## **6. LEASE PURPOSE**

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

## **7. UTILITY SERVICE LINE AGREEMENTS.**

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

## **8. CONSTRUCTION OR PLACEMENT OF IMPROVEMENTS**

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



## **9. IMPROVEMENTS AND PERSONAL PROPERTY**

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

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

## **10. PROPERTY DAMAGE.**

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



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

#### **11. HOLDING OVER.**

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

#### **12. EMINENT DOMAIN**

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

#### **13. FEDERAL TRUST**

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

#### **14. HAZARDOUS SUBSTANCES.**

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

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

#### **15. OFFICIALS NOT TO BENEFIT**

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

#### **16. CHANGE OF OWNERSHIP**

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

#### **17. INTEGRATED AGREEMENT**

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

#### **18. MUTUALITY OF AGREEMENT**

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

#### **19. SUCCESSORS AND ASSIGNS.**

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

#### **20. SITE MAINTENANCE AND ENVIRONMENTAL CONDITIONS**

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

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

#### **21. UTILITIES**

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

#### **22. DISCOVERY OF HISTORIC PROPERTIES**

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

#### **23. CONDITION OF LEASED PREMISES.**

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

#### **24. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.**

- (A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws



and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

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

## **25. CONSTRUCTION BOND**

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

## **26. NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

## **27. SUBLEASES AND ASSIGNMENTS.**

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

## **28. QUIET ENJOYMENT.**

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

## **29. ENCUMBRANCE.**

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

## **30. VIOLATION.**

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

### **31. SANITATION.**

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

### **32. LIABILITY.**

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

### **33. INSURANCE.**

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

### **34. INSPECTION.**

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

### **35. MINERALS**

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

### **36. DELIVERY OF PREMISES.**

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



**37. ATTORNEY'S FEES.**

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

**38. DISPUTE RESOLUTION.**

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

**39. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY**

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

**40. NOTICES AND DEMANDS.**

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

To or upon Lessor:

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

To or upon Lessee:

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

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

**THE ATTACHED EXHIBITS ARE INCOPORATED AND MADE A PART HEREOF:**

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

**LESSOR:**  
**NAVAJO TRIBE**

**LESSEE:**  
**UNITED STATES OF AMERICA**

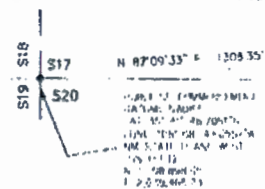
\_\_\_\_\_  
Russell Begay, President      Date

\_\_\_\_\_  
Stewart Jones      Date  
Lease Contracting Officer  
Indian Health Service-DES

# NOTES

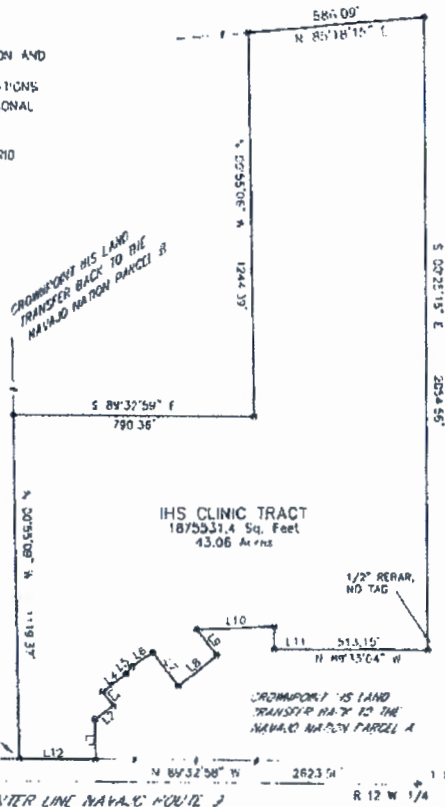
1. THIS SURVEY WAS PERFORMED BASED UPON THE DESCRIPTION AND REQUIREMENTS AS PROVIDED BY THE CLIENT
2. BASIS OF BEARING IS GRID NORTH BASED ON GPS OBSERVATIONS
3. THE COORDINATES SHOWN HEREON ARE USED FOR NAVIGATIONAL PURPOSE ONLY.
4. ALL FOUND MONUMENTS WERE ACCEPTED
5. ALL BEARINGS AND DISTANCES ARE MEASURED AND ARE GRID
6. AREA: SUBJECT PROPERTY CONTAINS 43.06 ± ACRES

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 00°55'00" E | 122.69   |
| 1.1  | S 3°24'52" W  | 75.47    |
| 1.2  | S 37°18'40" E | 57.58    |
| 1.3  | S 22°08'05" W | 97.76    |
| 1.4  | S 40°05'30" W | 30.30    |
| 1.5  | S 57°00'11" W | 82.57    |
| 1.6  | N 37°15'24" W | 132.01   |
| 1.7  | S 51°11'59" W | 160.03   |
| 1.8  | S 37°31'34" E | 108.44   |
| 1.9  | S 87°59'50" W | 256.94   |
| 1.10 | N 00°23'11" E | 75.61    |
| 1.11 | N 89°32'58" W | 250.71   |



## LEGEND

- FOUND BLM CADASTRAL BRASS CAP, 2009
- FOUND BLM CADASTRAL BRASS NAIL, 2009
- FOUND 5/8" REBAR, NO TAG
- SET 5/8" REBAR, LS 12/09



## LEGAL DESCRIPTION

A PARCEL OF LAND IS SITUATED IN THE SOUTH HALF (S 1/2) TRACT 17, 11N/12W, 12N/12W, RANGE 12 WEST, NEW MEXICO PRINCIPAL MERIDIAN, IN THE VICINITY OF CROWNPOINT CHAPTER, MCKINLEY COUNTY, STATE OF NEW MEXICO, ON THE NAVAJO NATION TRUST LAND AND IS BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17, 11N, R12W, NMPM, MONUMENTED WITH A UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY NAIL SET WITH A DISC ON THE CENTER LINE OF NAVAJO ROUTE #9, ALONG WITH TWO REFERENCE BRASS CAP ON THE NORTH & SOUTH SIDE OF THE PAVEMENT DATED 2009.

THENCE N 87°09'33" E, DISTANCE 1,308.35 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL.

THENCE N 00°55'00" E, DISTANCE 1,119.37 FEET.

THENCE S 89°32'58" W, DISTANCE 200.36 FEET.

THENCE N 00°55'00" E, DISTANCE 1,244.39 FEET.

THENCE N 85°18'15" W, DISTANCE 586.09 FEET.

THENCE S 00°25'12" E, DISTANCE 2,054.56 FEET ALONG THE WEST RIGHT OF WAY LINE OF US HIGHWAY 371.

THENCE N 89°33'04" W, DISTANCE 513.15 FEET.

THENCE N 00°23'11" E, DISTANCE 75.61 FEET.

THENCE S 87°59'50" W, DISTANCE 256.94 FEET.

THENCE S 37°31'47" E, DISTANCE 108.44 FEET.

THENCE S 51°11'59" W, DISTANCE 160.03 FEET.

THENCE N 37°15'24" W, DISTANCE 132.01 FEET.

THENCE S 57°00'11" W, DISTANCE 82.57 FEET.

THENCE S 40°05'30" W, DISTANCE 30.30 FEET.

THENCE S 22°08'05" W, DISTANCE 97.76 FEET.

THENCE S 37°18'40" E, DISTANCE 57.58 FEET.

THENCE S 3°24'52" W, DISTANCE 75.47 FEET.

THENCE S 00°55'00" E, DISTANCE 122.69 FEET TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL, CONTAINING 43.06 ACRES, MORE OR LESS.

SURVEYED BY INA'DA' RMC ON JULY 15, 2014

## SURVEYORS CERTIFICATE

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



RONALD E. STOLL, LS 7258

|   |  |
|---|--|
| CROWNPOINT IHS CLINIC TRACT             |  |
| 43.06 ± ACRE(S)                         |  |
| NAVAJO NATION TRUST LAND DISTRICT #10   |  |
| S 1/2 SECTION 17, 11N/12 W NMPM         |  |
| CROWNPOINT, MCKINLEY COUNTY, NEW MEXICO |  |



## Exhibit No. 2



CROWNPOINT INDIAN HEALTH SERVICE  
CENTRAL HOUSING

CROWNPOINT, NEW MEXICO

### LEGEND

- HORIZONTAL & VERTICAL CONTROL
- EXISTING ELECTRICAL
- EXISTING WATERLINE
- EXISTING SEWER
- EXISTING GAS
- PROPERTY BOUNDARY
- FENCE LINE (RIGHT OF WAY LINE)



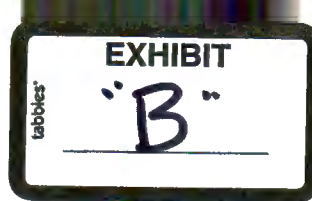
### NOTES

1. PLASIT DATE: DECEMBER 8, 2011
2. THE LOCATION OF THE EXISTING BELOW-GRADE UTILITIES ON THE PROPERTY ARE BASED ON OBSERVED SURFACE EVIDENCE & UTILITY MAPS. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED BY BNA BA INC.



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

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



Document No. 006219

Date Issued: 06/29/2016

**EXECUTIVE OFFICIAL REVIEW**

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NATURAL RESOURCES  
JAN 18 2017

Title of Document: USPHS, Crownpoint Hospital Lease Contact Name: DRAPER, HOWARD

Program/Division: DIVISION OF NATURAL RESOURCES

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

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

|  |       |             |                          |                          |
|--|-------|-------------|--------------------------|--------------------------|
| <input type="checkbox"/> <b>Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications</b> |       |             |                          |                          |
| 1. Office of Management and Budget:  | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Controller:   | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Office of the Attorney General:   | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

|   |       |             |                          |                          |
|---|-------|-------------|--------------------------|--------------------------|
| <input type="checkbox"/> <b>Navajo Housing Authority Request for Release of Funds</b> |       |             |                          |                          |
| 1. NNEPA:   | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General:  | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

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

|  |       |             |                          |                          |
|--|-------|-------------|--------------------------|--------------------------|
| <input type="checkbox"/> <b>Grant Applications</b> |       |             |                          |                          |
| 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"/> |

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

☐ Land Withdrawal or Relinquishment for Commercial Purposes

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

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

|             |       |                        |                                     |                                     |
|-------------|-------|------------------------|-------------------------------------|-------------------------------------|
| 1. NLD      | _____ | Date: <u>2/2/16</u>    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. F&W      | _____ | Date: <u>2/7/16</u>    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. HPD      | _____ | Date: <u>7/11/16</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Minerals | _____ | Date: _____            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 5. NNEPA    | _____ | Date: <u>8-5-2016</u>  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. DNR      | _____ | Date: <u>1/17/2017</u> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. DOJ      | _____ | Date: <u>7/20/17</u>   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

☐ Rights of Way

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

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

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

☐ Assignment of Mineral Lease

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

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

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

☐ OTHER:

|          |       |             |                          |                          |
|----------|-------|-------------|--------------------------|--------------------------|
| 1. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. _____ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |





# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



|   |        |
|---|--------|
| DOJ                                     |        |
| 01-30-17 358p                           |        |
| DATE / TIME                             |        |
| <input type="checkbox"/> 7 Day Deadline |        |
| DOC #:                                  | 006219 |
| SAS #:                                  |        |
| UNIT:                                   | NRU    |

☐ RESUBMITTAL

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

| CLIENT TO COMPLETE   |                        |   |                                |
|--|------------------------|---|--------------------------------|
| DATE OF REQUEST: Jan 30, 2017  |                        | ENTITY/DIVISION: DNR                              |                                |
| CONTACT NAME: Michelle Hoskie  |                        | DEPARTMENT: GLDD                                  |                                |
| PHONE NUMBER: x6447  |                        | E-MAIL: mchellchoskie@frontier.com                |                                |
| TITLE OF DOCUMENT: USPHS Crownpoint Hospital Lease                   |                        |   |                                |
| DOJ SECRETARY TO COMPLETE  |                        |   |                                |
| DATE/TIME IN UNIT: 1.30.17<br>4:55pm                                 |                        | REVIEWING ATTORNEY/ADVOCATE: Irvin Chee<br>2.8.17 |                                |
| DATE/TIME OUT OF UNIT: 7.20.17 @ 2:45 PM RJ                          |                        |   |                                |
| DOJ ATTORNEY / ADVOCATE COMMENTS                                     |                        |   |                                |
| Document re: USPHS Crownpoint Hospital lease, is legally sufficient. |                        |   |                                |
| REVIEWED BY: (PRINT)<br>Irvin Chee                                   | DATE / TIME<br>7-20-17 | SURNAMED BY: (PRINT)<br>V Blackhat                | DATE / TIME<br>7/20/17 11:25AM |
| DOJ Secretary Called: michelle                                       |                        | for Document Pick Up on 7.20.17 at 1:30 By: RJ    |                                |
| PICKED UP BY: (PRINT)  |                        | DATE / TIME:                                      |                                |

NNDOJ/DRRF-July 2013

COMPLETED




# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

## MEMORANDUM

TO: Section 164 Reviewers

FROM:   
Biddah N. Becker, Executive Director  
Division of Natural Resources

SUBJECT: Document No. 006219: Proposed Crownpoint Hospital Lease

DATE: January 26, 2017

I am marking Document No. 006219, the proposed U.S.P.H.S./I.H.S. Crownpoint Hospital Lease as sufficient as a policy matter, meaning that Division of Natural Resources supports the proposed lease. I am writing this memo to point out that the Hospital requires a Lease issued under the provisions of the Navajo Nation General Leasing Regulations of 2013 and the actual lease indenture is missing from the package. The Business Leasing Regulations are not appropriate for this particular real estate transaction. The Navajo Nation General Leasing Regulations of 2013 were promulgated by Navajo Nation Council Resolution No. CO-53-13, as authorized by the Navajo Nation Trust Land Leasing Act of 2000, codified at 25 U.S.C. § 415(e). The Department of Justice will draft the appropriate lease for the Nation and U.S.P.H.S. / I.H.S.

Please Contact me with any question at [biddahnbecker@navajo-nsn.gov](mailto:biddahnbecker@navajo-nsn.gov) .