LEGISLATIVE SUMMARY SHEET
Tracking No. 0287-19

DATE: September 24, 2019

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING HOUSING PROJECT MASTER LEASE NM15-28 BETWEEN THE NAVAJO NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING PROJECT WITHIN THE CROWNPOINT CHAPTER OF THE NAVAJO NATION

PURPOSE: The purpose of the resolution is to approve Master Lease NM15-28 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Crownpoint Chapter of the Navajo Nation.

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

5-DAY BILL HOLD PERIOD: 2300
Website Posting Time/Date: 4:46pm 9-25-19
Posting End Date: 9/30/19
Eligible for Action: 10/01/19

Resources & Development Committee

PROPOSED NAVAJO NATION COMMITTEE RESOLUTION

24th NAVAJO NATION COUNCIL—First Year, 2019

INTRODUCED BY

Primary Sponsor

TRACKING NO. 0287-19

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING HOUSING PROJECT MASTER LEASE NM15-28 BETWEEN THE NAVAJO NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING PROJECT WITHIN THE CROWNPOINT CHAPTER OF THE NAVAJO NATION

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 proposed Master Lease NM15-28 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Crownpoint Chapter is attached hereto as **Exhibit A**.

B. The proposed Master Lease NM15-28 is composed of 10.0617 acres which is shown in a map attached as **Exhibit B**.

C. Environmental and archaeological studies and clearances are attached in **Exhibit D** and incorporated herein by this reference.

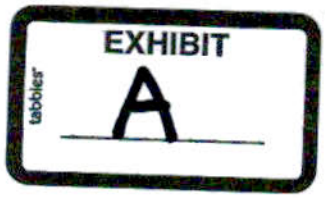
D. The proposed Master Lease NM15-28 has been reviewed through Executive Official Review Document Number 012401 by the Fish and Wildlife; Historic Preservation; Minerals; Navajo Nation Environmental Protection; Division of Natural Resources and the Department of Justice and "Approved" or found "Sufficient." See documents included in Executive Official Review Document Number 012401, **Exhibit E**.

E. The Crownpoint Chapter resolution dated May 8, 1984 withdrawing land for housing development within the Crownpoint Chapter. It is attached as **Exhibit C**.

Section Three. Approval

A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Master Lease NM15-28 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Crownpoint Chapter of the Navajo Nation as found at **Exhibit A**.

B. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute this Master Lease and all other documents necessary to effectuate the intent of this resolution.



LEASE NO. _____

THE NAVAJO NATION
and
NAVAJO HOUSING AUTHORITY

HOUSING PROJECT MASTER LEASE
(Trust or Restricted Land Only)

Crownpoint, New Mexico
NM15-28

THIS LEASE is made and entered into this ___ day of _____, by and between THE NAVAJO NATION, hereinafter called the "Lessor," whose address is P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the NAVAJO HOUSING AUTHORITY, a public body established and existing pursuant to the provisions of 6 N.N.C. § 601 et seq., hereinafter called the "Lessee," whose address is P.O. Box 4980, Window Rock, Navajo Nation (Arizona) 86515, in accordance with the provisions of 2 N.N.C. § 501(B)(2)(a), 16 N.N.C. § 2301 et seq., and 25 U.S.C. § 415(e), Navajo General Leasing Act regulations and the Navajo Nation Homesite Lease Regulations of 2016 as implemented by the regulations contained in 25 C.F.R. Part 162; and all amendments or successors thereto, which by this reference are made a part hereof.

1. DEFINITIONS.

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

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

(C) "Hazardous Substance" means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001(8) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6991(8).

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated with in **Crownpoint Chapter** of the Navajo Nation, (County of **McKinley**, State of **New Mexico**), a tract of land situate within the Northeast Quarter (NE1/4) of Section 19, Township 17 North, Range 12 West of the New Mexico Principal Meridian. Said **Navajo Housing Authority Project, NM15-28** is more particularly described in Exhibit "A", attached hereto and by this reference made a part here

of, containing approximately **10.0617** acres, more or less, together with right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, hereinafter called the "Leased Premises". There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises.

3. USE OF PREMISES; GENERAL PLAN.

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing and operating a Housing Project and its appurtenances, including constructing and operating appropriate related residential and public facilities such as roads, utilities, playgrounds, multi-purpose buildings, day care centers, ceremonial structures, laundry facilities, police, fire and medical facilities and other like facilities, consistent with a General Plan developed and approved in accordance with subsection (B) of this Section, known as Project No. **NM15-28.**

(B) Prior to development of the Leased Premises, Lessee shall develop and submit to Lessor for approval a General Plan for the complete development of the Leased Premises. The approval of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) The Leased Premises shall not be used by Lessee for any purpose other than as provided in an approved General Plan, except with the prior written consent of Lessor. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(D) Lessee agrees not to use or permit to be used any part of the Leased Premises for any unlawful conduct or purpose.

4. TERM.

The term of this Lease shall be seventy five (75) years, beginning on _____ and ending _____.

5. RENTAL.

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: none. In accordance with the provisions of 25 C.F.R. § 162.320 and 162.326 and 16 N.N.C. Sections 2334 (F) and 2332 (C), only nominal rental is provided for herein because this Lease is for a public purpose to an agency of local government, is for the purpose of subsidization or the benefit of the Navajo Nation, and/or is for homesite purposes to Tribal members and the Leased Premises are not commercial or industrial in character.

6. CONDITION OF LEASED PREMISES.

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

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

7. IMPROVEMENTS.

(A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease. At its option, Lessor may require Lessee to remove said buildings and other improvements and to restore the Leased Premises to its original state upon termination of this Lease.

(B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.

(C) As used in this Section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefore, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

(A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

(B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.

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

9. UTILITY SERVICE LINE AGREEMENTS.

(A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:

(1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;

(2) such agreements authorize utility service lines only within the Leased Premises;

(3) such agreements do not extend beyond the term of this Lease;

(4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessorr, within thirty (30) days of their execution; and

(5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. § 169.51-56, including any amendments or successors thereto.

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

10. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

(A) Lessee shall not permit any liens arising from any work performed, materials furnished, or other obligations incurred by Lessee to be enforced against the Leased Premises, any interest therein or improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom.

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

(C) Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.

(D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefore, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

11. SUBLEASES AND ASSIGNMENTS; PARTIAL RELINQUISHMENTS.

(A) Except as otherwise provided in subsections (B) and (C) of this Section, this Lease may not be assigned, subleased or otherwise transferred or conveyed, in any manner whatsoever, in whole or in part, without the prior written consent of Lessor , and then only upon the condition that the assignee or other successor in interest shall agree in writing to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, sublease, transfer or conveyance without such prior written approval shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of Lessor.

(B) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, Lessee Navajo Housing Authority, but no successor in interest thereto, is hereby authorized to sublease the Leased Premises, in whole or in part, with the prior written approval of Lessor, but without further approval of the Secretary. Subleases so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Lessor provided for under this Lease or under applicable federal laws and regulations. During the term of any sublease, should the sublessee succeed to the interests of Lessee hereunder, it is hereby agreed that no merger of interests shall occur thereby.

(C) Notwithstanding the provisions of subsection (A) of this Section, and subject to the provisions of subsection (D) of this Section, this Lease may be assigned, in whole or in part, by Lessee Navajo Housing Authority, but not by any successor in interest thereto, with the prior written approval of Lessor; provided, that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. Assignments so made shall not serve to relieve the Lessee from any liability under this Lease nor to diminish any supervisory authority of the Lessor provided for under this Lease or under applicable federal laws and regulations; provided, that

Lessee may be relieved from its liability under this Lease, in whole or in part, with the prior written approval of the Lessor.

(D) Lessee shall provide a copy of any sublease, assignment or partial relinquishment to Lessor within thirty (30) days of its execution. Any sublease or assignment authorized by this Section shall be on a form approved by Lessor, and no such sublease or assignment shall be valid unless it is on an approved form. No sublease or assignment authorized by this Section shall be valid unless and until it is duly recorded in accordance with the provisions of 25 C.F.R. Part 150, including any amendment or successor thereto, at the Land Titles and Records Office of the Bureau of Indian Affairs, Albuquerque, New Mexico Office, or any successor thereto.

(E) Lessee is hereby authorized to relinquish to Lessor any part of this Lease, with the prior written approval of Lessor , for the purpose of Lessor issuing a Homesite Lease for the part relinquished; provided, that each person to whom the Homesite Lease is proposed to be issued is eligible to receive a Homesite Lease and the issuance of the Homesite Lease is otherwise in compliance with all applicable requirements of the Navajo Nation Homesite Regulations 2016 adopted by Resolution No. RDCO-74-16, including amendments or successors thereto.

12. QUIET ENJOYMENT.

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

13. ENCUMBRANCE.

(A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor , and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial statements or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount, purpose and terms of said encumbrance.

(B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor anotice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

(C) If Lessor exercises the above right, all right, title and interest of Lessee in this Lease shall terminate and Lessor shall acquire this Lease; provided, however, that such termination shall not relieve Lessee of any obligation or liability which shall have accrued prior to the date of

termination. Acquisition of this Lease by Lessor under these circumstances shall not serve to extinguish this Lease by merger or otherwise.

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

14. DEFAULT.

(A) Time is declared to be of the essence of this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Lessor in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successors thereto.

(B) In addition to the rights and remedies provided by the aforementioned regulations, Lessor, either jointly or severally, may exercise the following options upon Lessee's default, subject to the provisions of subsection (D) below:

(1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or

(2) Re-enter the premises and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or

(3) Take any other action authorized or allowed under applicable law.

(C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of

this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor, or any other rights or remedies now held or which may be held by Lessor in the future.

(D) Lessor, as the case may be, shall give to an Encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor shall accept performance by an Encumbrancer of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. An Encumbrancer shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. Neither Lessor nor the shall terminate this Lease if an Encumbrancer has cured or is taking action diligently to cure Lessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

15. SANITATION.

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

16. HAZARDOUS SUBSTANCES.

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

17. PUBLIC LIABILITY INSURANCE.

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

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this Section be increased at any time, whenever either shall determine that such increase reasonably is necessary for the protection of Lessor or the United States.

(C) With the prior written approval of Lessor, the insurance obligation under this Section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor .

18. FIRE AND CASUALTY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State identified in Section 2 of this Lease, and shall be written to protect Lessee, Lessor, the United States and an Encumbrancer, if any, and shall provide for notification to Lessor, and any Encumbrancer prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefore, copies of said policy shall be furnished to Lessor.

(B) In the event of destruction of or damage to any improvement on the Leased Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to promptly replace or repair the destroyed or damaged improvements to a condition as good or better than before the destruction or damage occurred. If such amount paid to Encumbrancer is sufficient to repair the destroyed or damaged improvements with respect to which it was paid, or, if within three (3) months after such payment by the insurer to Encumbrancer, Lessor or Lessee shall deposit with Encumbrancer sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrancer shall pay such the costs of such replacement or repair, and such payment shall not be deemed a payment or credit on the Approved Encumbrance. Otherwise, at the expiration of such three (3) months said sum so paid by the insurer to Encumbrancer shall be applied and credited on the Approved Encumbrance.

(C) With the prior written approval of the Lessor and, the insurance obligations under this Section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor .

19. INSPECTION.

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

20. MINERALS.

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

21. EMINENT DOMAIN.

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

22. DELIVERY OF PREMISES.

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

23. HOLDING OVER.

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

24. INDEMNIFICATION.

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

25. ATTORNEY'S FEES.

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

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

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

27. GOVERNING LAW AND CHOICE OF FORUM.

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

28. CONSENT TO JURISDICTION.

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

29. COVENANT NOT TO CONTEST JURISDICTION.

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

30. NO WAIVER OF SOVEREIGN IMMUNITY.

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

31. TERMINATION OF FEDERAL SUPERVISION.

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

32. INTEREST OF MEMBER OF CONGRESS.

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

33. OBLIGATIONS TO THE UNITED STATES.

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

34. NOTICES AND DEMANDS.

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

To or upon Lessor:

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

To or upon Lessee:

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

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

(C) Copies of all notices shall be sent to the Lessor.

(D) Lessor, Lessee may at any time change its address for purposes of this Section by notice.

35. SUCCESSORS AND ASSIGNS.

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

36. EFFECTIVE DATE; VALIDITY.

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

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

LESSEE:

NAVAJO HOUSING AUTHORITY

By:_____
Chief Executive Officer

Date:_____

APPROVED:

THE NAVAJO NATION, LESSOR

By:_____

Date:_____

LEGAL DESCRIPTION

A TRACT OF LAND SITUATE WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 12 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN IN THE VICINITY OF CROWNPOINT, MCKINLEY COUNTY, NEW MEXICO AND IN LAND MANAGEMENT DISTRICT NO. 15 OF THE NAVAJO NATION. SAID TRACT OF LAND IS DESIGNATED AS CROWNPOINT NAVAJO HOUSING AUTHORITY (NHA) PROJECT NO. NM 15-28 AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19 AND 20, TOWNSHIP 17 NORTH, RANGE 12 WEST, A FOUND PK NAIL WITH B.L.M. CADASTRAL SURVEY WASHER, DATED 2009;

THENCE, S 18°06'34" W, A DISTANCE OF 289.535 METERS TO A POINT ON THE WESTERLY RIGHT-OF WAY OF BUREAU OF INDIAN AFFAIRS (B.I.A.) ROUTE 104, A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER), BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH NHA CONTROL POINT 534 BEARS N 62°14'20" W, A DISTANCE OF 12,792.190 METERS;

THENCE, S 00°37'21" E, ON THE WESTERLY RIGHT-OF-WAY OF B.I.A. ROUTE 104, A DISTANCE OF 3.553 METERS TO THE BEGINNING OF A CURVE TO THE RIGHT, BEING A CHISELED "X" IN CONCRETE WITH HOLE;

THENCE, CONTINUING ON SAID RIGHT-OF-WAY, ON THE CURVE AN ARC LENGTH OF 135.157 METERS, HAVING A RADIUS OF 278.892 METERS AND A CENTRAL ANGLE OF 27°46'00", A CHORD LENGTH OF 133.838 METERS AND A BEARING OF S 13°15'39" W TO THE END OF THE CURVE, FROM WHICH A FOUND B.I.A. BRASS CAP RIGHT-OF-WAY MONUMENT, MARKED "B.I.A. ROADS 1967", BEARS N 27°08'38" E, A DISTANCE OF 0.107 METERS;

THENCE, S 27°08'38" W, CONTINUING ON SAID RIGHT-OF-WAY, A DISTANCE OF 129.778 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°51'26" W, ON THE NORTHERLY BOUNDARY OF NHA PROJECT NO. NM 15-19, A DISTANCE OF 54.865 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 27°08'34" E, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 25.798 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°51'26" W, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 39.623 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 27°08'34" E, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 0.555 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°46'22" W, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 54.863 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 27°08'34" E, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 35.051 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°58'34" W, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 54.234 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 05°29'29" E, ON THE EASTERLY BOUNDARY OF NHA PROJECT NO. NM 15-119, A DISTANCE OF 99.711 METERS TO A FOUND NO. 4 REBAR WITH A PLASTIC CAP, MARKED "R. MORRIS PS 10277" (NMPLS RICHARD A. MORRIS);

THENCE, N 89°22'16" E, ON THE SOUTHERLY BOUNDARY OF NHA PROJECT NOS. NM 15-76, 77 & 04, A DISTANCE OF 233.508 METERS TO THE POINT OF BEGINNING;

THE DESCRIBED ENCLOSED AREA COMPRISING OF 4.0718 HECTARES [10.0617 ACRES], MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UNDERGROUND UTILITIES LOCATED THEREIN.

LEGAL DESCRIPTION

A TRACT OF LAND SITUATE WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 12 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN IN THE VICINITY OF CROWNPOINT, MCKINLEY COUNTY, NEW MEXICO AND IN LAND MANAGEMENT DISTRICT NO. 15 OF THE NAVAJO NATION, SAID TRACT OF LAND IS DESIGNATED AS CROWNPOINT NAVAJO HOUSING AUTHORITY (NHA) PROJECT NO. NM 15-28 AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19 AND 20, TOWNSHIP 17 NORTH, RANGE 12 WEST, A FOUND PK NAIL WITH B.L.M. CADASTRAL SURVEY WASHER, DATED 2009;

THENCE, S 18°06'34" W, A DISTANCE OF 289.535 METERS TO A POINT ON THE WESTERLY RIGHT-OF WAY OF BUREAU OF INDIAN AFFAIRS (B.I.A.) ROUTE 104, A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER), BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH NHA CONTROL POINT 534 BEARS N 82°14'20" W, A DISTANCE OF 12,782.190 METERS;

THENCE, S 00°37'21" E, ON THE WESTERLY RIGHT-OF-WAY OF B.I.A. ROUTE 104, A DISTANCE OF 3.553 METERS TO THE BEGINNING OF A CURVE TO THE RIGHT, BEING A CHISELED "X" IN CONCRETE WITH HOLE;

THENCE, CONTINUING ON SAID RIGHT-OF-WAY, ON THE CURVE AN ARC LENGTH OF 135.157 METERS, HAVING A RADIUS OF 278.892 METERS AND A CENTRAL ANGLE OF 27°46'00", A CHORD LENGTH OF 133.838 METERS AND A BEARING OF S 13°15'29" W TO THE END OF THE CURVE, FROM WHICH A FOUND B.I.A. BRASS CAP RIGHT-OF-WAY MONUMENT, MARKED "B.I.A. ROADS 1967", BEARS N 27°08'36" E, A DISTANCE OF 0.107 METERS;

THENCE, S 27° 08'36" W, CONTINUING ON SAID RIGHT-OF-WAY, A DISTANCE OF 129.778 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°51'26" W, ON THE NORTHERLY BOUNDARY OF NHA PROJECT NO. NM 15-19, A DISTANCE OF 54.865 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 27°08'34" E, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 25.786 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°51'26" W, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 39.623 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 27°08'34" E, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 0.650 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°46'22" W, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 54.863 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 27°08'34" E, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 35.051 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 62°58'34" W, CONTINUING ON SAID BOUNDARY, A DISTANCE OF 34.224 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, N 03°28'29" E, ON THE EASTERLY BOUNDARY OF NHA PROJECT NO. NM 15-119, A DISTANCE OF 99.711 METERS TO A FOUND NO. 4 REBAR WITH A PLASTIC CAP, MARKED "R. MORRIS PS 16277" (NMPLS RICHARD A. MORRIS);

THENCE, N 89°22'16" E, ON THE SOUTHERLY BOUNDARY OF NHA PROJECT NOS. NM 15-76, 77 & 04, A DISTANCE OF 233.508 METERS TO THE POINT OF BEGINNING;

THE DESCRIBED ENCLOSED AREA COMPRISING OF 4.0718 HECTARES (10.0617 ACRES), MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UNDERGROUND UTILITIES LOCATED THEREIN.

GENERAL NOTES:

1. NHA CONFORMAL STEREOGRAPHIC DOUBLE PROJECTION PARAMETERS
   LATITUDE OF ORIGIN: N 36°15'00" — FALSE NORTHING: 500,000
   LONGITUDE OF ORIGIN: W 108°30'00" — FALSE EASTING: 1,500,000
   SCALE FACTOR: 1.000220

   BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN WHPACIFIC CONTROL POINTS 1 AND 3. THE NHA STEREOGRAPHIC DOUBLE PROJECTION GRID BEARING BETWEEN THESE POINTS IS N 19°16'35" E AND THE GRID DISTANCE IS 17,130.171 METERS. THE COORDINATES WERE COMPUTED USING STATIC GPS OBSERVATIONS AND ARE DERIVED FROM NGS OPUS SOLUTIONS. THE RELEVANT DATA FOR THESE CONTROL POINTS ARE AS FOLLOWS:

   DATUM: NAD83 (2011)
   EPOCH: 2010.0
   CORS STATIONS: P028, P140, ZAB2
   ELLIPSOID: GRS80
   VERTICAL DATUM: NAVD88
   GEOIDAL MODEL: GEOID09

   CONTROL POINT DATA:
   WHPACIFIC CONTROL POINT 1
   NHA STEREOGRAPHIC DOUBLE PROJECTION COORDINATES AND ELEVATION
   NORTHING: 437742.645 m
   EASTING: 1622602.400 m
   ELEVATION: 2132.083 m
   GEODETIC COORDINATES:
   LATITUDE: N 35°40'32.885"
   LONGITUDE: W 108°08'45.4328"
   HEIGHT: 2131.392 m
   GROUND TO GRID COMBINED SCALE FACTOR: 0.999863581605574
   DESCRIPTION: 3" BRASS DISK SET IN STONE. THE DISK IS STAMPED "LABAUGH ENGINEERING & ASSOC. SURVEY 1184-3 1963"

   WHPACIFIC CONTROL POINT 3
   NHA STEREOGRAPHIC DOUBLE PROJECTION COORDINATES:
   NORTHING: 435376.186 m
   EASTING: 1623170.716 m
   ELEVATION: 2063.686 m
   GEODETIC COORDINATES:
   LATITUDE: N 35°41'45.6284"
   LONGITUDE: W 108°08'21.9350"
   HEIGHT: 2063.180 m
   DESCRIPTION: 1 1/2" RED PLASTIC CAP SET ON A NO. 5 REBAR. THE CAP IS STAMPED "WHPACIFIC CONTROL"

2. DOCUMENTS USED:
   a). SUBDIVISION PLAT OF LOW RENT HOUSING PROJECT NM 15-28, CROWNPOINT, NM DATED 4-19-1979 BY TOMMY R. CORLEY;
   b). BOUNDARY SURVEY AND TOPOGRAPHY, CROWNPOINT LOW RENT HOUSING NM 15-28, CROWNPOINT, NM DATED 3-20-1973 BY TOMMY R. CORLEY;
   c). CROWNPOINT SITE PLAN DATED 1-30-2004 BY LEON SHIRLEY ARCHITECT;
   d). BOUNDARY SURVEY PLAT OF NM 15-119 CROWNPOINT, NM DATED 7-15-2008 BY THOMAS W. PATRICK;
   e). BOUNDARY SURVEY PLAT OF NM 15-76 CROWNPOINT, NM DATED 11-15-2006 BY CLINT SHERRILL;
   f). CROWN POINT FINAL PLAT OF NM 15-76, 77 CROWNPOINT, NM DATED 11-12-1993 BY DOUGLAS A. WAECHTER;
   g). SITE "S" TRACT, CROWNPOINT, NM DATED 8-28-1964 BY CHAMBERS & CAMPBELL INC.
   h). B.I.M. PLAT OF TOWNSHIP 17 NORTH, RANGE 12 WEST, NEW MEXICO PRINCIPAL MERIDIAN, DEPENDANT RESURVEY, DATED MAY 13, 2016.

3. THE LAND STATUS FOR THIS SITE IS NAVAJO TRIBAL TRUST LAND.

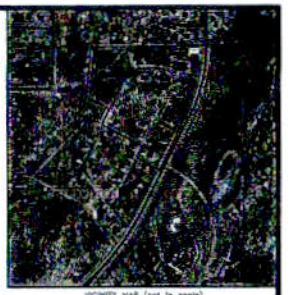
4. ALL DISTANCES SHOWN ON THIS MAP ARE GRID DISTANCES.

5. BEARINGS AND DISTANCES SHOWN IN PARENTHESES ARE RECORD DATA.

6. ALL FOUND AND ACCEPTED CORNERS WILL BE TAGGED WITH A WASHER MARKED "WHP 7482".

7. BEARINGS AND DISTANCES ARE REFERENCED TO THE NAVAJO HOUSING AUTHORITY CONFORMAL STEREOGRAPHIC DOUBLE PROJECTION COORDINATE SYSTEM. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.000013742502. THIS GRID TO GROUND FACTOR APPLIES TO ALL DISTANCES SHOWN ON ALL PLATS FOR LOTS WITHIN THIS SUBDIVISION PROJECT.





VICINITY MAP (not to scale)

MONUMENT LEGEND

- FOUND PK NAIL WITH B.L.M. CADASTRAL SURVEY WASHER 2009
- FOUND NHA CONTROL POINT
- FOUND B.I.A. BRASS CAP RIGHT-OF-WAY MONUMENT
- FOUND MONUMENT, AS NOTED
- SET NO. 4 REBAR WITH WHPACIFIC CAP, UNLESS OTHERWISE NOTED
- SET PK NAIL WITH WASHER "WHP 7482"
- FOUND MONUMENT ON ADJOINING PROPERTY, AS NOTED

EXHIBIT B

LINE	BEARING	DISTANCE
L1	S 00°37'21" E	3.553 m
L1*	(S 13°22'29" W)	(3.553 m)
L2	S 27°08'34" E	0.555 m
L2*	(N 14°33'05" E)	(0.547)
L3	S 27°52'08" W	25.808 m
L4	S 27°52'08" W	25.808 m
L5	S 27°52'08" W	25.808 m
L6	S 27°52'08" W	26.083 m
L7	S 27°08'34" E	2.838 m
L8	S 30°20'48" W	36.073 m
L9	S 30°20'48" W	33.027 m
L10	S 30°20'48" W	6.008 m
L11	N 30°20'48" E	16.045 m
L12	N 27°52'08" E	24.079 m
L13	N 27°52'08" E	24.079 m
L14	N 27°52'08" E	24.079 m
L15	N 62°48'22" W	1.800 m
L16	N 27°52'08" E	25.821 m

* DESIGNATES RECORD DATA IN PARENTHESES

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING
C1	135.157 m	278.892 m	27°46'00"	133.838 m	S 13°15'29" W
C2	27.425 m	35.201 m	89°21'17"	24.732 m	N 58°18'10" E
C3	27.544 m	18.431 m	113°38'48"	23.181 m	N 31°40'30" E
C4	9.875 m	6.096 m	92°50'00"	8.831 m	N 72°08'34" E
C5	9.575 m	6.096 m	90°00'00"	8.621 m	N 17°51'26" W
C6	5.762 m	33.870 m	9°44'19"	5.755 m	N 22°14'25" E
C7	19.708 m	33.870 m	33°20'09"	19.427 m	N 39°34'13" E
C8	26.172 m	33.870 m	49°38'28"	25.368 m	N 41°01'08" W
C9	14.495 m	33.870 m	24°31'37"	14.383 m	N 78°10'15" W
C10	86.127 m	33.870 m	117°36'48"	71.420 m	N 20°40'30" W
C11	29.043 m	40.440 m	41°08'28"	28.423 m	S 68°16'20" W
C12	14.867 m	40.440 m	21°03'50"	14.882 m	S 27°44'44" W
C13	44.310 m	40.440 m	62°47'19"	41.830 m	S 68°18'10" W
C14	12.553 m	278.892 m	2°34'51"	12.552 m	S 21°25'34" W
C15	31.226 m	278.892 m	6°24'59"	31.210 m	S 24°33'28" W
C16	30.535 m	278.892 m	6°16'14"	30.520 m	S 30°58'48" W
C17	60.844 m	278.892 m	12°29'59"	60.721 m	S 35°07'36" W

WHPacific
6121 Indian Plaza NE, Suite 101
Albuquerque, NM 87113
505-247-0366 Fax 505-243-4845
www.whpacific.com

SURVEYOR'S CERTIFICATE

I, Kim C. Stelzer, a duly qualified Professional Surveyor under the laws of the State of New Mexico, do hereby certify that this survey and plat shown hereon was prepared from an actual survey conducted by me or under my direct supervision and that the same is true and correct to the best of my knowledge and belief.

June 20, 2013

Kim C. Stelzer, Professional Surveyor
New Mexico Certificate No. 7482

ADDITIONAL CONTROL POINTS				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
2	437770.701	1621045.297	2094.775	BLM BC SW COR S18 T17N R12W
4	439408.714	1621004.222	2108.638	BIA BC STA 2008+04.08
5	438808.117	1621853.788	2130.172	BIA BC STA 40+82.30
6	439075.544	1622141.621	2120.893	PK DISK CSC
7	438873.522	1622106.566	2123.580	PK DISK CSC

NO.	DATE	REVISION	BY
3			
2			
1			

SUBDIVISION BOUNDARY PLAT OF NAVAJO HOUSING AUTHORITY PROJECT NO. NM 15-28 CROWNPOINT, MCKINLEY COUNTY, NEW MEXICO

NAVAJO HOUSING AUTHORITY
DEVELOPMENT & CONSTRUCTION SERVICES DIVISION
LAND SURVEYING DEPARTMENT
P.O. BOX 1579
FORT DEFIANCE, ARIZONA, 86504

SURVEYED BY:	DRAWING BY:	CHECKED BY:	SHEET NUMBER
JS	MH	DM	1 OF 1
SEPTEMBER, 2012	JUNE, 2013	JUNE, 2013	

EXHIBIT
tabbies
C

ORIGINAL

RECD.
JUN 5 - 1984
NAVAJO HOUSING AUTHORITY

05-CPB-08984

RESOLUTION OF
THE CROWNPOINT PLANNING BOARD
CROWNPOINT, NEW MEXICO

Approving and recommending to Crownpoint Chapter to withdraw certain tract of Navajo Tribal land situated in Section 19, T17N, R12W, for Forty-five (45) New Mutual Help Housing development.

WHEREAS:

1. The Crownpoint Planning Board was officially established in Mid-1960's by the Crownpoint Chapter; incorporated in Mid-1970's, to plan and recommend to the chapter for an orderly growth; and

2. The Navajo Tribe through Navajo Housing Authority (NHA) has applied for a grant and got an approval from HUD for housing development on the Navajo Reservation; and

3. The Crownpoint Planning Board has long recognized that there is a need for more housing for Navajo families in Crownpoint, New Mexico because of its growth; and

4. There is Navajo Tribal trust land available for housing and other development.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Crownpoint Planning Board hereby approves and recommends to Crownpoint Chapter that the following tract of land(s) be withdrawn for forty-five unit of housing development by Navajo Housing Authority:

Alternative 1. NE¼ of Section 19, T17N, R12W; more particularly situated between the Public Safety Building (Police Department) and the old low renting housing tract, North Valley Mutual Help Housing tract.

Alternative 2. NW¼ NW¼, Section 19, T17N, R12W; more particular situated in the West Mesa Mutual Help tract.

See attached map.

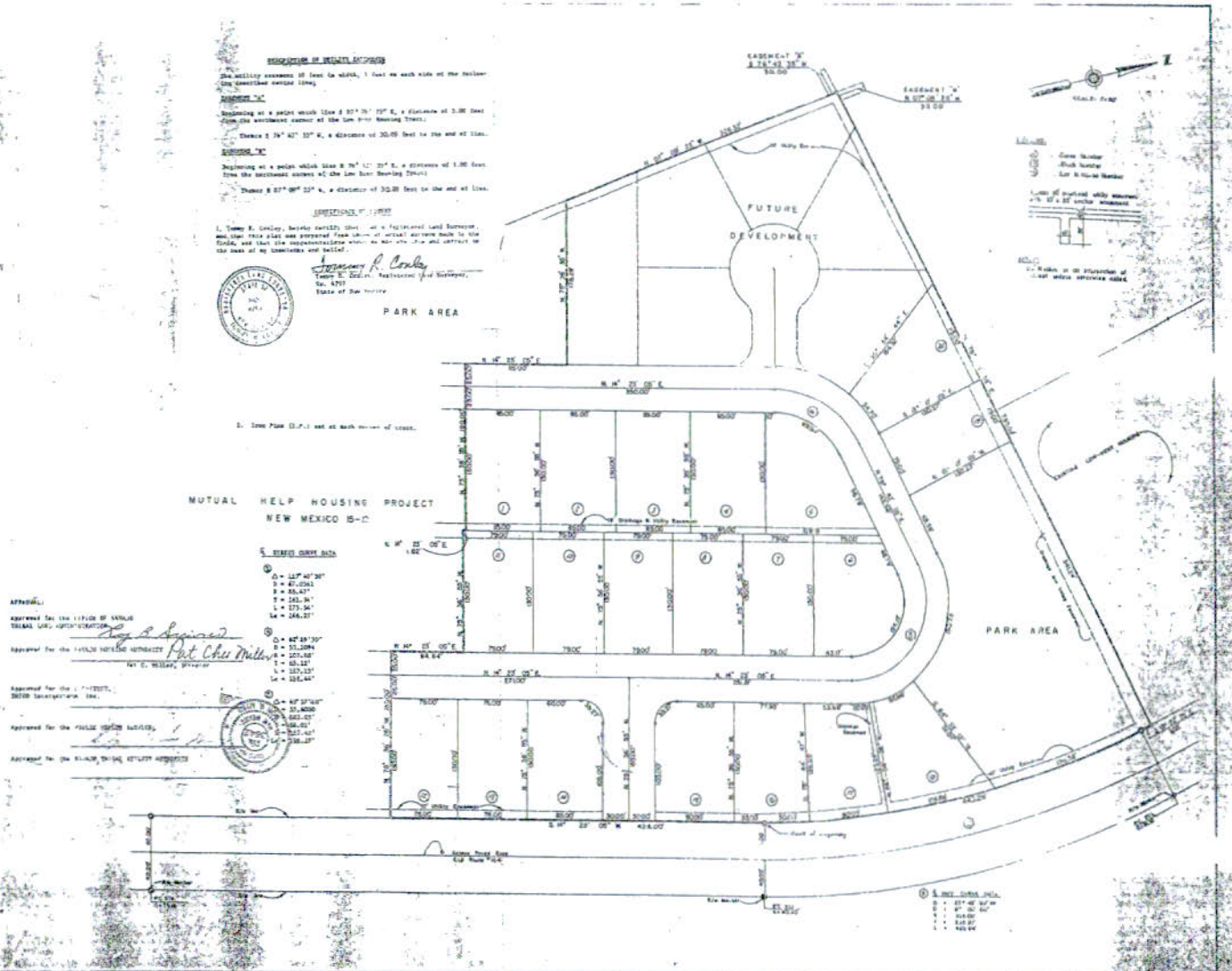
C E R T I F I C A T I O N

I hereby certify that the foregoing resolutions was duly considered by the Crownpoint Planning Board at a duly called meeting at Crownpoint, Navajo Nation, (New Mexico), at which a quorum was present and the same was passed by a vote of 6 in favor and 0 opposed, this 8 of May, 1984.

Harold Conyatte
President, Planning Board

CONCURRED BY:

John Peggy, Jr.
Council Delegate



NAVAJO HOUSING AUTHORITY

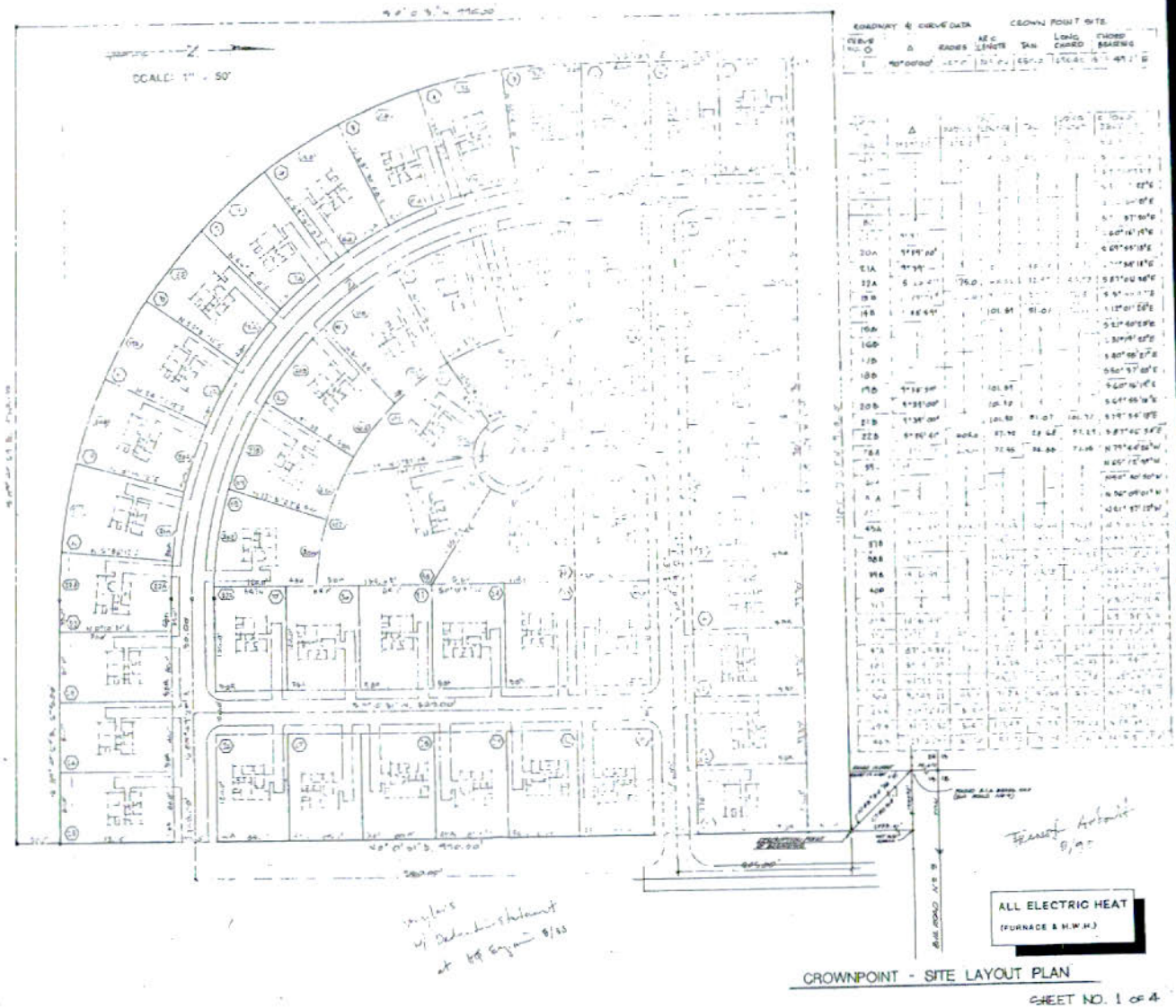
WINDOW ROCK, ARIZONA

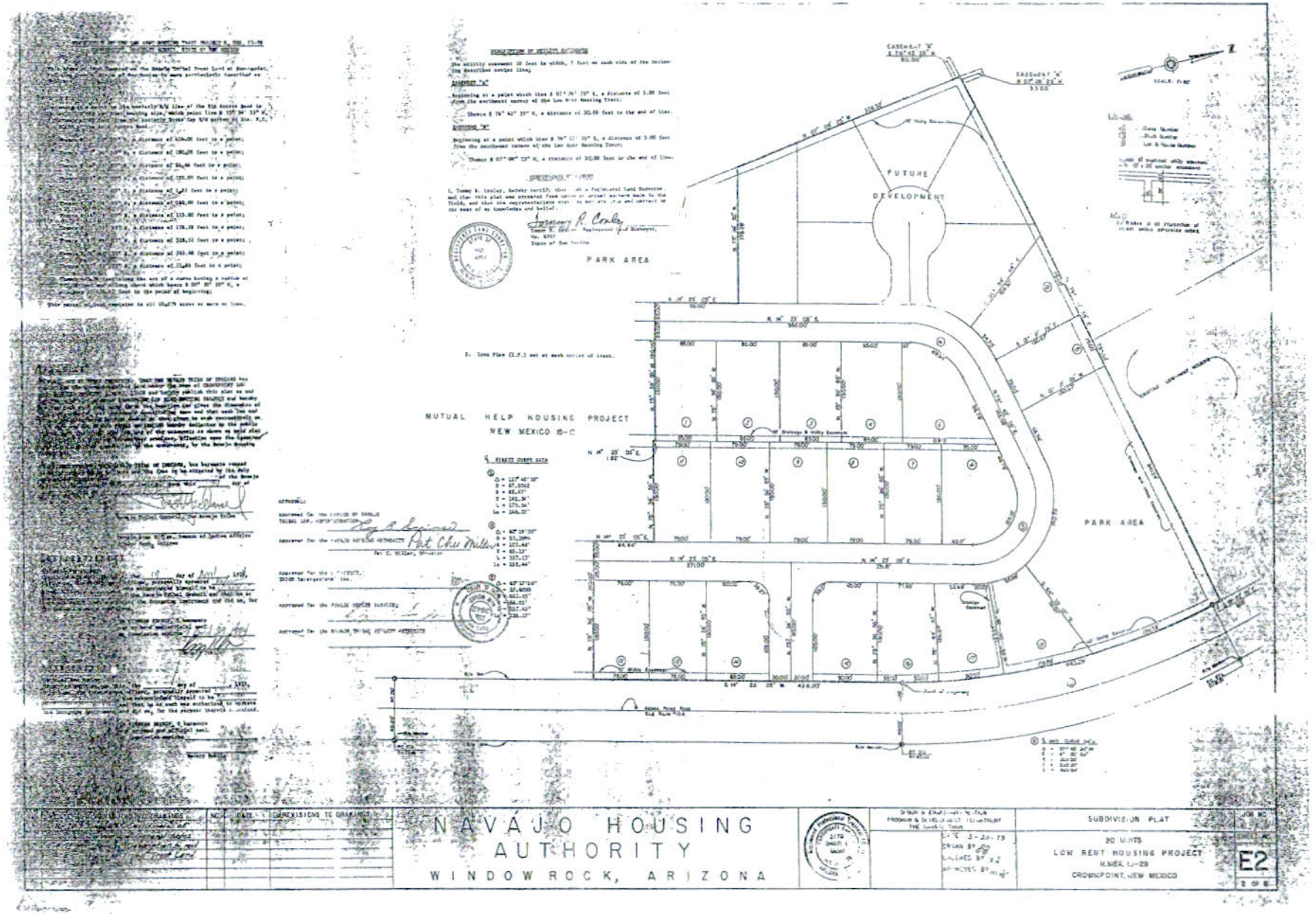
SUBDIVISION PLAT

20 UNITS
LOW RENT HOUSING PROJECT
N.MEX. 15-28
CROWNPOINT, NEW MEXICO

E2

2 OF 6


SCALE: 1" = 50'
ROADWAY & CURVE DATA
CROWN POINT SITE
ALL ELECTRIC HEAT
(FURNACE & H.W.H.)
CROWNPOINT - SITE LAYOUT PLAN
SHEET NO. 1 OF 4
1980 REBID



NAVAJO HOUSING AUTHORITY

WINDOW ROCK, ARIZONA

SUBDIVISION PLAT

20 UNITS
LOW RENT HOUSING PROJECT
N.MEX. 65-28
CROWNPOINT, NEW MEXICO

E2



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

ROUTING: COPIES TO
XX NNHPD
_____ REAL PROPERTY MGT/330
_____ NHA

NNHPD NO. HPD-10-1075.1
OTHER PROJECT NO.
NHA 16-07
NM15-19/28

PROJECT TITLE: A Cultural Resources Inventory of a Proposed Modernization of Forty Homeownership and Public Rental Units within an Existing Subdivision Tract at Crownpoint, McKinley County, New Mexico.

LEAD AGENCY: HUD/NHA
SPONSOR: Navajo Housing Authority – Operations Branch, P.O. Box 1579, Fort Defiance, Arizona 86504

PROJECT DESCRIPTION: The proposed undertaking will involve the modernization of forty homeownership and public rental units; and the construction of any future standardize development by renovating, remediation, and rebuilding burnt units of forty existing houses or other additional structures including the upgrade of any associated facilities, accessibilities, street maintenance, and crime prevention; and, if necessary, individual lot surveys for clientele master leases.. A temporary fenced construction yard includes the storage of materials and machinery within the existing subdivision tract. Minimal or extensive ground disturbance, both surface and subsurface, may be expected from the use of heavy equipment. The proposed tract measures 765.68 ft. (233.38 m) x 1,504.04 ft. (458.43 m) x 350.00 ft. (106.68 m) x 399.73 ft. (121.84 m) x 525.44 ft. (160.15 m) x 516.36 ft. (157.39 m) x 765.68 ft. (233.38 m). The area of potential effect therefore equals approximately ±837,732.852 sq. ft. (±77,825.382 sq. m) or ±19.232 ac (±7.783 ha).

LAND STATUS: Tribal Trust
CHAPTER: Crownpoint
LOCATION: T.17N, R.12W, Section 19, NMPM; Crownpoint Quadrangle, New Mexico; McKinley Co., 7.5' series (topographic).

PROJECT COMPLIANCE ANALYST: Karen A. Filden
NAVAJO ANTIQUITIES PERMIT NO.: B16053

DATE INSPECTED: 6/29/16
DATE OF REPORTS: 6/29/16, 6/30/16, 7/1/16, & 7/5/16
TOTAL ACREAGE INSPECTED: ±19.232 ac (±7.783 ha)

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

LIST OF CULTURAL RESOURCES FOUND:	(2) In-Use Areas (IUAs)
LIST OF ELIGIBLE PROPERTIES:	None
LIST OF NON-ELIGIBLE PROPERTIES:	(2) In-Use Areas (IUAs)
LIST OF ARCHAEOLOGICAL RESOURCES:	None

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected.

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

FORM PREPARED BY: Karen A. Filden
FINALIZED: July 6, 2016

Notification to Proceed Recommended: Yes XX No ____
Conditions: Yes ____ No XX

Thomascita Morris 1/6/16
Thomascita Morris Date
Compliance Coordinator-Operations Branch, NHA

NNHPD Approval/Concurrence: Yes ✓ No ____

~~Ora Mueck-Martinez, Director III~~ 9/16/15
~~Ora Mueck-Martinez, Director III~~ Date
Navajo Nation Historic Preservation Officer

ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)

1. HPD REPORT NO. **HPD-10-1075.1**	2. (FOR HPD USE ONLY)	3. RECIPIENTS ACCESSION NO.

4. TITLE OF REPORT: A Cultural Resources Inventory of a Proposed Modernization of Forty Homeownership and Public Rental Units within an Existing Subdivision Tract at Crownpoint, McKinley County, New Mexico.

AUTHOR (S): Karen A. Tilden

5. FIELDWORK DATE:
June 29, 2016

6. REPORT DATES:
June 29 & 30, 2016; July 1 & 5, 2016

7. CONSULTANT NAME AND ADDRESS:
Gen'l Charge: Karen A. Tilden, Compliance Analyst
Org. Name: NHA-Operations Branch/Environmental Clearance Program
Org. Address: P.O. Box 1579
Fort Defiance, Arizona 86504
Phone: (928) 729-6624

8. PERMIT NO.
B16053

9. CONSULTANT REPORT NO.
NHA 16-07

10. SPONSOR NAME AND ADDRESS:
Ind. Responsible: Thomascita Morris, Compliance Coordinator
Org. Name: NHA-Operations Branch/Environmental Clearance Program
Org. Address: P.O. Box 1579
Fort Defiance, Arizona 86504
Phone: (928) 729-6624

11. SPONSOR PROJECT NO.
NM15-19/28

12. AREA OF EFFECT:
±19.232 ac (±7.783 ha)
AREA OF SURVEYED:
±19.232 ac (±7.783 ha)

13. LOCATION (MAP ATTACHED): See Fig. 1

a. Chapter: Crownpoint
b. Agency: Crownpoint
c. County: McKinley
d. State: New Mexico
e. Land Status: Navajo Tribal Trust
f. UTM Center: Zone 12; See Supplement Sheet [NAD 83]
g. Area: T.17N, R.12W, NE/4 of Section 19, NMPM
h. 7.5' Series Map Name: Crownpoint, N. Mex., 1963

14. REPORT /X/ OR SUMMARY (REPORT ATTACHED) / /

a. Description of Undertaking: See Supplement Sheet

b. Existing Data Review: See Supplement Sheet

c. Area Environmental & Cultural Setting: See Supplement Sheet

d. Field Methods: See Supplement Sheet

15. CULTURAL RESOURCE FINDINGS: Two in-use areas (IUAs) were identified during the NHA 16-07 inventory; no other cultural resources were encountered or identified.

a. Location/Identification of Each Resource: See Supplement Sheet

b. Evaluation of Significance of Each Resource (above): See Supplement Sheet

16. MANAGEMENT SUMMARY (RECOMMENDATIONS): A determination of "no historic properties affected" is recommended for the proposed undertaking.

17. CERTIFICATION:

SIGNATURE: Karen A. Tilden DATE: July 6, 2016
General/Direct Charge Name: Karen A. Tilden, Compliance Analyst

SUPPLEMENT SHEET (AIRS FORM)
INVENTORY OF A PROPOSED MODERNIZATION OF FORTY HOMEOWNERSHIP & PUBLIC RENTAL UNITS W/IN AN EXISTING SUBDIVISION TRACT AT CROWNPOINT, NM.
NHA 16-07

13. LOCATION: See Figure 1 for locational map.

f. UTM CENTER: Below are UTM coordinates of the existing subdivision tract (Figure 1).

Corners	Points	Northing	Easting	Corners	Points	Northing	Easting
Northeast	A	3953746	758225	West	D	3953467	757863
South	B	3953328	758043	Northwest[1]	E	3953583	757972
Southwest	C	3953413	757972	Northwest[2]	F	3953733	757989

**Data above is taking from Garmin GPS 12XL (NMPM).*

14. REPORT:

a. DESCRIPTION OF UNDERTAKING: The sponsor, the Navajo Housing Authority (NHA), requested a cultural resources inventory of a proposed modernization of forty homeownership and public rental units within an existing subdivision tract at Crownpoint, New Mexico. Also to construct any future standardize development by renovating, remediation, and rebuilding burnt units of forty existing houses or other additional structures including the upgrade of any associated facilities, accessibilities, street maintenance, and crime prevention; and, if necessary, individual lot surveys for clientele master leases. A temporary fenced construction yard includes the storage of materials and machinery within the existing subdivision tract. Minimal or extensive ground disturbance, both surface and subsurface, is expected from the use of heavy equipment. The proposed tract measures 765.68 ft. (233.38 m) x 1,504.04 ft. (458.43 m) x 350.00 ft. (106.68 m) x 399.73 ft. (121.84 m) x 525.44 ft. (160.15 m) x 516.36 ft. (157.39 m) x 765.68 ft. (233.38 m). The area of potential effect therefore equals approximately ±837,732.852 sq. ft. (±77,825.382 sq. m) or ±19.232 ac (±7.783 ha). The lead agency for the proposed construction is the Housing Urban Development – Navajo Housing Authority.

b. EXISTING DATA REVIEW: Archival records at the Navajo Nation Historic Preservation Department (NNHPD) indicated that eleven archaeological survey projects have been previously conducted, and six archaeological sites (LA10771, LA32516, LA32517, LA69109, LA69110, & NM-Q-23-52) have been recorded, within an approximate 328 ft. (100 m) radius of the current project area. The previously recorded archaeological sites are possibly no longer existence due to extreme disturbance within the surrounding area of the community developments. According to archaeological documents site LA10771 is Anasazi PII rubble mound, site LA69109 is Anasazi PII ceramic scatter, site LA69110 is a historic Navajo sweathouse remnants, sites LA32516 & LA32517 are historic Navajo habitations, and NM-Q-23-52 is a historic airstrip.

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

Van Valkenburgh, Richard F.
1974 Navajo Sacred Places. In Navajo Indian III edited by Clyde Kluckholn, pp. 9-199. Garland Publishing, New York, New York.

c. AREA ENVIRONMENTAL AND CULTURAL SETTING: The proposed project area is located along the ridges of the Zuni Mountains and San Juan Basins at elevations ranging between 6,893 ft. (2,101 m) and 6,936 ft. (2,114 m) above mean sea level. The area is located approximately ½ mi (0.8 km) north of the Crownpoint Chapter House along west of Indian Route N104 (*White Corn Road*). The predominant vegetation in the area includes juniper, pinon, domestic shade trees, rabbitbrush, saltbush, cliffrose, Winterfat, wolfberry, broom snakeweed, beeplant, alkali pink, sunflower, Russian thistle, Indian ricegrass, wheatgrass, and other various desertland grasses. The surface sediment is a tan sandy loam with sandstone outcrops. Other than small unnamed drainages, the major water source in the area is Puerco River located approximately 4½ mi (7.2 km) south of the project area. Dogs were the only domesticated animals noted during the survey; various native birds were the only non-domesticated animals observed. The surrounding area has been impacted by livestock, the development of scattered homesites, NHA housing, business sites, church sites, health facilities, educational sites, community cemeteries, windmills, water tanks, sewage lagoons, sewerlines, waterlines, powerlines, fencelines, telephone lines, gas pipelines, Indian Routes N9 & N104 (*White Corn Road*), New Mexico State Highway 371, and secondary roads.

d. FIELD METHODS: The requested archaeological survey was conducted by K.A. Tilden of the Navajo Housing Authority (NHA) on June 29, 2016. The project area has been previously impacted by existing residential area (IUA #1). Once the general corners were located, a Class III pedestrian inventory was performed by walking zigzag transects with

adjacent points spaced approximately 15 m apart within the proposed project. The inventory did not add a cultural buffer zone because of the close proximity of surrounding housing, Indian Route N104 (*White Corn Road*), the Navajo Technical University campus, and utilities (IUA #2) outside of the current project area. Thus, the total area inventoried equaled approximately ±837,732.852 sq. ft. (±77,825.382 sq. m) or ±19.232 ac (±7.783 ha).

Also as part of the archaeological inventory, a brief interview was conducted in English and Navajo on previous projects with Crownpoint Chapter House official and local residents regarding Traditional Cultural Properties (TCPs) in and around the project area. In addition, sufficient notes were gathered on the environmental and cultural setting, and for evaluation of the in-use areas, in and around the survey area.

15. CULTURAL RESOURCE FINDINGS:

a. LOCATION/IDENTIFICATION OF EACH RESOURCE: Two in-use areas (IUAs) were identified during the NHA 16-07 inventory; no other cultural resources were identified or encountered. In keeping with the Navajo Nation's policy to respect the property and privacy rights of its people, the IUAs were not fully recorded, but features were noted in sufficient detail to allow for their assessments as archaeological resources. **IUA #1** consists of a 1970s to recent NHA homeownership & public rental subdivision tract with the Housing Management Office & Maintenance tract; including forty beige/brown stucco wood-frame houses, four yellow newly modular homes, a beige stucco wood-frame office building, a beige metal corrugated maintenance building, domestic shade trees, satellite dishes, sheds, wood piles, abandoned vehicles, dog houses, trash containers, clotheslines, propane tanks, fire hydrants, a partial paved street {*North Valley Circle*} & driveways, drainage canals, landscapes, fencelines, gaslines, waterlines, powerlines, telephone lines, and sewerlines. **IUA #2** consists of a post-1963 to recent community development of other subdivision tracts, the Navajo Technical University campus, White Corn Road (*Indian Route N104*), domestic shade trees, fencelines, waterlines, powerlines, gaslines, telephone lines, and sewerlines.

c. EVALUATION OF SIGNIFICANCE OF EACH RESOURCE (ABOVE): The in-use areas (**IUA #1 & #2**) are less than 50 years old and they are not distinctive enough to justify waiving the 50-year age guideline of the National Register of Historic Places. Being less than 100 years old, they do not meet the definition of an archaeological resource as required for protection under the Archaeological Resources Protection Act (ARPA). Some if not all of the existing homes and buildings were blessed prior to occupations therefore they are considered protectable under the American Indian Religious Freedom Act (AIRFA). However, the NHA housing has requested service and do not believe the proposed undertaking will compromise any sacred qualities associated with the homes and buildings; any necessary undertaking will be within the current existing subdivision tract.

NNDFW Review No. 16NHA06

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

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

PROJECT NAME & NO.: Navajo Housing Authority Three (3) Modernization Projects

DESCRIPTION: The NHA proposes to renovate or demolish & reconstruct existing housing units within the following subdivisions. The projects also include the upgrade of all associated facilities, i.e. street, utilities, and perimeter fencing within existing leased areas. NHA will fill vacant lots with playgrounds or additional homes. Upon completion, the NHA will resume all routine maintenance activities.

Project Number	Location	UTM (NAD 83)	Total Acreage
NM15-551/55B	Sec-22 T18N R4W NMPM	0296214E 3960810N	±9.224
NM15-14	Sec-Unp Township-Unp Range-Unp NMPM	0718059E 3934754N	±6.89
NM15-19/28	Sec-19 T17N R12W NMPM	0758073E 3953579N	±19.293

LOCATION: Crownpoint, Church Rock, & Torreon Chapters, McKinley & Sandoval County, New Mexico

REPRESENTATIVE: Thomasita Morris, Compliance Coordinator, Navajo Housing Authority

ACTION AGENCY: Navajo Housing Authority

B.R. REPORT TITLE / DATE / PREPARER: Request for review & concurrence/29 MAR 2016/Thomasita Morris

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3 & 4.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

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

RECEIVED
APR 19 2016
NHA
OPERATIONS BRANCH

COPIES TO: (add categories as necessary)

☐ _____ ☐ _____

2 NTC § 164 Recommendation:
- ☐ Approval
- ☐ Conditional Approval (with memo)
- ☐ Disapproval (with memo)
- ☒ Categorical Exclusion (with request letter)

Signature: _____ Date: 4/14/16

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

☐None (with memo)

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

Representative's signature Date

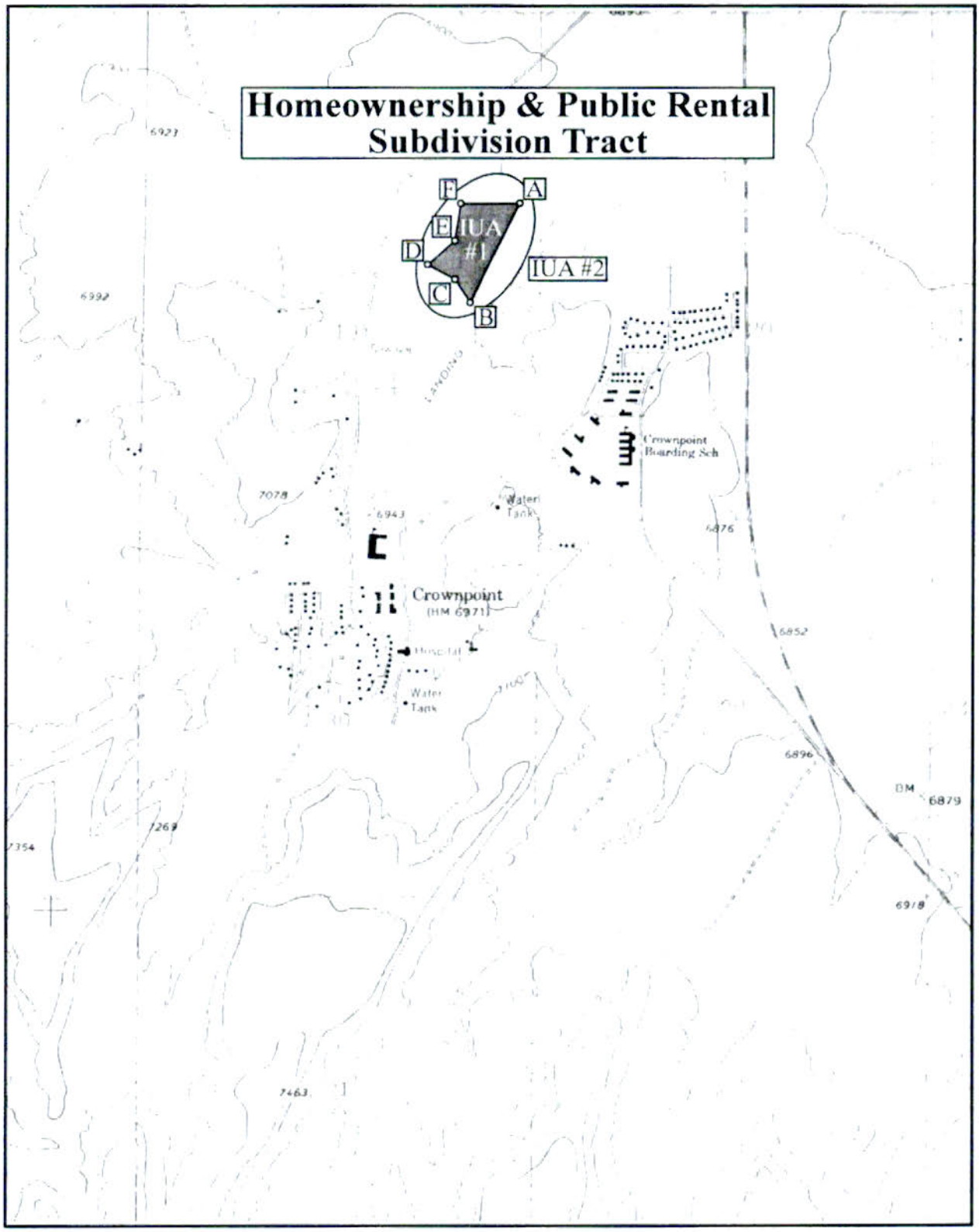


Figure 1. Locational map of a proposed modernization of the homeownership & public rental subdivision tract and of IUAs #1 & #2 (NHA 16-07). Letters correspond to UTM coordinates. USGS 7.5' series map reference: Crownpoint, N. Mex., 1963; T.17N, R.12W, Section 19, NMPM.

Proposed Guidelines for Treatment of Discovery Situations

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

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

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

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

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

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

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

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

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

NEPA Coordinator Review

Routing	Closed	9/26/2016-processing-Lawt. Approved 9/26/2016.
Recycle Review?	☐	(Checking this box will remove this from views but not delete)
Alternate NEPA Coordinator	Tsosie, Loretta	
NEPA Coordinator Approval	Approved	9/26/2016.

Approvals

Agency Environmental Specialist Approval		
Regional Wildlife Biologist Approval	Approved	BRCF, NNDFW Review No. 16NHA06, approved 4/14/2016.
Regional Archaeologist Approval	Approved	CRCF, NNHPD No. HPD-10-1075.1 approved 9/16/2015. No historic properties affected.
Responsible Official Approval	Approved Curley, Calvert	09-26-2016
Other Environmental Professional		

Request

Project Name	NHA-NM15-19/28, Crownpoint, NM		
Record ID	EA-16-15390		
Action Contact Name	Thomascita Morris	Action Contact Phone	928-729-6612
		Action Contact Email	
Regions			

☑ Navajo

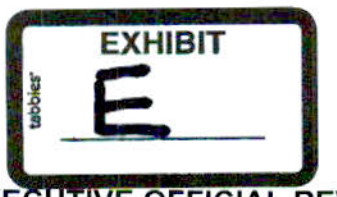
Agencies	☑ N34-01 Eastern Navajo Agency (Crownpoint)
Programs	☑ Housing

Date Request Received	9/21/2016		
NEPA Complete	Yes	Date NEPA Completed	9/26/2016
Proponent	Navajo Housing Authority		
Endangered Species Act Consultation Required	Yes	ESA Consultation Initiated	Yes
		ESA Consultation Completed	Yes 4/14/2016
Section 106 NHPA Consultation Required	Yes	Section 106 NHPA Consultation Initiated	Yes
		Section 106 NHPA Consultation Completed	Yes 9/16/2015
Level of NEPA Review	CEER	Environmental Document	CEER Checklist

CE

Was a CEER submitted by another entity? (If yes, attach document or link)	Yes	
Agency Cooperation	No	
Mitigation Needed	No	
Supporting Information	No hyperlink inserted	NHA-NM15-19-28, Crownpoint, NM.pdf
Notes		

☐ View Additional Optional Fields



Document No. 012401 Date Issued: 04/18/2019

EXECUTIVE OFFICIAL REVIEW

Title of Document: NHA, Master Lease Crownpoint, NM15-28 Contact Name: YAZZIE, ELERINA B

Program/Division: DIVISION OF NATURAL RESOURCES

Email: e_yazzie@navajo-nsn.gov Phone Number: 928-871-6447

☐ **Business Site Lease** — Sufficient / Insufficient

1. Division: _____ Date: _____ ☐ ☐
2. Office of the Controller: _____ Date: _____ ☐ ☐

(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)

3. Office of the Attorney General: _____ Date: _____ ☐ ☐

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

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

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

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

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

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

☐ **Lease Purchase Agreements**

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

☐ **Grant Applications**

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

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

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

☐ **Relinquishment of Navajo Membership**

1. Land Department: _____ Date: _____ ☐ ☐
2. Elections: _____ Date: _____ ☐ ☐
3. Office of the Attorney General: _____ Date: _____ ☐ ☐

Pursuant to 2 N.N.C. § 164 and Executive Order Number 07-2013

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

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

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

1. NLD		Date:	☐	☐
2. F&W		Date:	☐	☐
3. HPD		Date:	☐	☐
4. Minerals		Date:	☐	☐
5. NNEPA		Date:	☐	☐
6. DNR		Date:	☐	☐
7. DOJ (ic)	VBlount	Date: 8/1/19 8/21/19	☒	☐
8. OPVP				

☐ **Rights of Way**

1. NLD		Date:	☐	☐
2. F&W		Date:	☐	☐
3. HPD		Date:	☐	☐
4. Minerals		Date:	☐	☐
5. NNEPA		Date:	☐	☐
6. Office of the Attorney General:		Date:	☐	☐
7. OPVP		Date:	☐	☐

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

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

☐ **Assignment of Mineral Lease**

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

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

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

☐ **OTHER:**

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

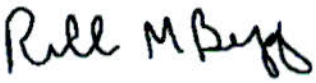
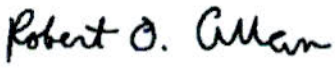
Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signiture
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1. 1. The CCER should be included with the package. 2. NHA action is intended to bring land withdrawals and leases up to date; action is acknowledged and understood. NHA is requested to ensure that as Lessor, that Lessor and Lessees are familiar with applicable NN environmental rules and regulations, e.g., NN Open Burn Regulations and its applicability on the NN. NHA is encouraged to allow Lessees and potential new homeowners to learn about their health and environment, e.g., indoor environmental health hazards such as exposure to Radon. We have staff available to assist with dissemination of information and Radon testing. I can be contacted directly at 871-7800 or at eugeniaquintana@navajo-nsn.gov if there are any questions in this regard. Thank you.	1. *No Reply*	13-May-2019	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviwer	Navajo Nation Environmental Protection Agency	Approved	1. All waters of the US and waters of the NN are protected under the CWA. Contact Lee Anna Martinez at (928)871-7700 for addition information and 401 Cert Application.	1. *No Reply*	30-Apr-2019	
Najamh Tariq (Navajo	Approver	Department of Water Resources	Approved	*no comments*	*No Reply*	23-Apr-2019	

Land Title Data System - Windowrock AZ)							
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. #16NHA06	1. *No Reply*	22-Apr-2019	
Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1. Act of finalizing master lease does not require coverage under the federal Construction General Permit (CGP) for storm water discharges from construction sites. However, future construction under the lease that disturbs more than 1.0 acre of land surface will require coverage under the CGP.	1. *No Reply*	22-Apr-2019	
Rebecca Gilchrist MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	*no comments*	*No Reply*	08-Jul-2019	
Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. HPD-10-1075.1	1. *No Reply*	24-Apr-2019	
Warren Roan - EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1. There are no impacts from operating storage tanks containing a regulated substance and/or leaking	1. *No Reply*	07-Jun-2019	

			storage tanks on the proposed project area(s).				
Yolanda Barney EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Approv Environmentaled Protection Agency	1. The Navajo Housing Authority needs to revisit compliance with the Navajo Nation Solid Waste Act at all of their properties on the Navajo Nation. The lease language includes a statement that says, "Lessee hereby agrees to comply with all applicable sanitation laws.....Lessee agrees to dispose of all solid waste....	1. *No Reply*	24-Apr-2019		

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signiture
Chad Smith - F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	*no comments*	*No Reply*	09-Jul-2019	
Richard Begay NNHP (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	*no comments*	*No Reply*	08-Jul-2019	
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	*no comments*	*No Reply*	10-Jul-2019	

Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1.	Conditional Approval granted but contingent on compliance with all USEPA and NNEPA environmental laws. See comments from NNEPA staff and for additional information call (928)871-7692.	1.	*No Reply*	08-Jul-2019
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved		*no comments*		*No Reply*	08-Jul-2019
W. Mike Halona (NLTDS - Everytt)	DCD Division Director	Navajo Nation	Approved	1.	NHA should follow the Homesite Lease Regulation so future homeownership will not be an issue.	1.	*No Reply*	09-Jul-2019

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM

RECEIVED
JUL 12 2019
DEPARTMENT OF JUSTICE
RECEPTIONIST DESK

DOJ
07/12/19 @ 3288
DATE / TIME
☐ 7 Day Deadline
DOC #: 012401
SAS #:
UNIT: NM

☐ 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:	7/12/2019	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447 or x 6423	E-MAIL:	steviehudson@frontier.com

TITLE OF DOCUMENT: EOR# NHA, Master Lease Crownpoint, NM

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 7.12.19 4:10p

REVIEWING ATTORNEY/ADVOCATE: Irwin Chee 7.23.19

DATE TIME OUT OF UNIT: 8-01-19

DOJ ATTORNEY / ADVOCATE COMMENTS

- Document is legally sufficient.

REVIEWED BY: (*Print*) Irwin Chee Date / Time 7/31/19

SURNAMED BY: (*Print*) VBlackhat Date / Time 8/1/19 10:43

DOJ Secretary Called: Michelle for Document Pick Up on 8-01-19 at 11:03AM By: CJ

PICKED UP BY: (*Print*) DATE / TIME:

NNDOJ/DRRF-July 2013

- GLDD -

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

March 26, 2019



Elerina Yazzie, Program Manager
General Leasing
THE NAVAJO NATION
Post Office Box 2249
Window Rock, Arizona 86515

RE: NAVAJO HOUSING AUTHORITY PROJECT NO. NM15-28
CROWNPOINT, NEW MEXICO

Dear Ms. Yazzie:

The Navajo Housing Authority has several subdivisions that were constructed on Tribal trust lands in the 1960's or 1970's to meet the housing needs of the Navajo people. Some of these housing projects were constructed on lands not properly withdrawn and upon which no valid lease were obtained. The NHA is desirous of obtaining valid leases concurrent with Federal and Tribal guidelines for the purpose of completing Title Conveyance/Transfer of Interest to the respective homebuyers and for site control of the subdivision tract.

The Navajo Housing Authority, Realty and Title Department has enclosed a set of proposed Master Lease for Navajo Housing Authority Project NM15-28 that is located within Crownpoint Chapter, Eastern Navajo Agency. This lease request is for an existing Navajo Housing Authority SubDivision with **21** Units.

Enclosed are four sets of the proposed Master Lease for final processing and all supporting documentations and maps are enclosed:

01. Proposed Master Lease		
02. Crownpoint Chapter Resolution		dated 04/11/96
03. Survey Plat (Resurveyed)	10.0617 acres	dated 06/20/13
04. Original Survey Plat	10.079 acres	dated 03/20/73
05. Cultural Resources Compliance Form		dated 09/16/15
06. Biological Resources Compliance Form		dated 04/14/16
07. Environmental NEPA Coordinator Review		dated 09/26/16

Your immediate attention in the finalization of this proposed Master Lease is greatly appreciated in advance.

If you have any questions, or if you need additional information, please do not hesitate to contact our Office at (928) 729-6336 or by email at rnotah@hooghan.org.

Sincerely,

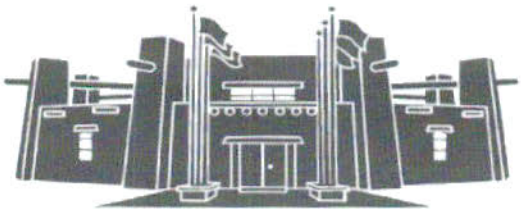
NAVAJO HOUSING AUTHORITY



Richard Notah, Realty Manager
Realty and Title Department
Development and Construction Services Division

Enclosures

Office of Legislative Counsel
Telephone: (928) 871-7166
Fax # (928) 871-7576



Honorable Seth Damon
Speaker
24th Navajo Nation Council

MEMORANDUM

TO: Honorable Mark Freeland
Becenti, Lake Valley, Nahodishgish, Standing Rock, Whiterock, Huerfano, Nageezi, Crownpoint Chapters

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

DATE: September 24, 2019

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING HOUSING PROJECT MASTER LEASE NM15-28 BETWEEN THE NAVAJO NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING PROJECT WITHIN THE CROWNPOINT CHAPTER OF THE NAVAJO NATION

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

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

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: _0287-19_____ SPONSOR: Mark Freeland

TITLE: An Action Relating to Resources and Development Committee; Approving Housing Project Master Lease NM 15-28 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Crownpoint Chapter of the Navajo Nation

Date posted: September 25, 2019 at 4:46pm

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

Written comments may be mailed to:

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

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

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