

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---Third Year 2017

AN ACTION
RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A
TRIBAL RANCH LEASE BETWEEN THE NAVAJO NATION AND EDGAR B. YAZZIE
AND JOLENE S. YAZZIE FOR THE ELI SMITH RANCH

BE IT ENACTED:

Section One. Authority

A. Pursuant to 2 N.N.C. § 501 (B) (2) (a), the Resources and Development Committee of the Navajo Nation Council is authorized to give final approval of all non-mineral leases on the Navajo Nation lands, including unrestricted (fee) land in accordance with applicable federal and Navajo Nation laws;

B. Pursuant to 3 N.N.C. § 504, "There is established a Navajo Nation Ranch Program within the Department of Agriculture, Division of Natural Resources. Except as otherwise stated herein, the Resources [and Development] Committee of the Navajo Nation Council is empowered to exercise oversight of activities related to the utilization of the Navajo Nation Ranches. Utilization of Navajo Nation Ranches or unobligated lands shall not be deemed an entitlement program."

Section Two. Findings

A. Pursuant to 3 N.N.C. § 505, "The Navajo Nation Ranch Program shall exist to fulfill the following purposes: A. Provide for productive and optimum use of lands under the direct control of the Navajo Nation designated as Ranch lands. B. To ensure that sufficient revenues are realized to pay taxes, land use fees, and cost of administration. C. To carry out select purposes for land acquisition, pursuant to 16 N.N.C. § 1 et seq."

B. Pursuant to 3 N.N.C. § 506 (B), "[t]he President of the Navajo Nation, with the advice and assistance of the Navajo Nation Ranch Program, Department of Agriculture, through the Executive Director, Division of Natural Resources and the Resources [and Development] Committee, shall select eligible Navajo stock owners for the purposes of leasing Navajo Nation Ranches, in accordance with the criteria established in § 511 of this Plan of Operation."

C. Pursuant to 3 N.N.C. § 506 (C), "The Resources Committee is authorized to establish use fees for Navajo Nation Ranch Lands and to adjust these fees as may be necessary to achieve a reasonable economic value for the use of these lands and to accomplish the purposes for which the land was acquired, as stated in the preceding Section. These fees may be adjusted annually for such reasons as unforeseen natural disasters and shall be adjusted at least every five years, based on the recommendation of the Navajo Nation Ranch Program, Department of Agriculture through the Executive Director, Division of Natural Resources."

D. The Tribal Ranch Program has selected Edgar B. Yazzie and Jolene S. Yazzie to lease the Eli Smith Ranch.

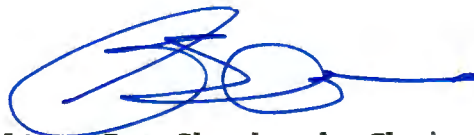
Section Three. Approval

1. The Navajo Nation hereby approves a Tribal Ranch Lease between the Navajo Nation and Edgar Yazzie and Jolene Yazzie for Eli Smith Ranch, attached hereto as Exhibit A.

2. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to effectuate the intent and purpose of this resolution.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Navajo Department of Transportation, (Navajo Nation) Tse Bonito, New Mexico, at which quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained this 3rd day of January 2017.



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

Motion: Honorable Benjamin Bennett
Second: Honorable Davis Filfred

Document No. 001581Date Issued: 03/21/2014**EXECUTIVE OFFICIAL REVIEW**Title of Document: NNDA-Lse Agreement w/Edgar Yazzie Contact Name: WATCHMAN JR, LEO CProgram/Division: DIVISION OF NATURAL RESOURCESEmail: _____ Phone Number: 928 871-6605☐ **Business Site Lease** Sufficient Insufficient

- | | | | |
|---|-------------|---|---|
| 1. Division: _____ | Date: _____ | ☐ | ☐ |
| 2. Office of the Controller: <u>✓ 3/27/14</u> | 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: _____ | ☐ | ☐ |

DIVISION OF NATURAL RESOURCES
Pursuant to 21 N.C. § 104 and Executive Order Number 7-2013
OCT -

AUG 22 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 _____ Date: _____ ☐ ☐

☐ **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: _____ ☐ ☐

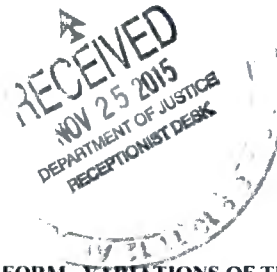
☒ **OTHER: Navajo Tribal Ranches Lease Agreement**

1. NN Agriculture _____ Date: 8/20/15 ☐ ☐
2. NN Land Department _____ Date: 14 Oct 15 ☒ ☐
3. Division of Natural Resources _____ Date: 10/20/15 ☒ ☐
4. Division of Justice _____ Date: 12/8/15 ☒ ☐
5. Division of Finance AIR _____ Date: 2/11/16 ☒ ☐
6. President/Vice President _____ Date: 11-11-14 ☒ ☐



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
11/15 10:41
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 001581
SAS #:
UNIT: NRU

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST:	11/25/2015	DIVISION:	Division of Natural Resources
CONTACT NAME:	Leo Watchman Jr.	DEPARTMENT:	Agriculture
PHONE NUMBER:	928/871-6605	E-MAIL:	lwtrust@yahoo.com

TITLE OF DOCUMENT: NN Department of Agriculture - Tribal Ranch Lease Agreement with Edgar Yazzie.

DOJ SECRETARY TO COMPLETE

DATE TIME IN UNIT:	11/30/15 5:30 pm	REVIEWING ATTORNEY/ADVOCATE:	2/9/15
DATE TIME OUT OF UNIT:	12/08/15 5:40 pm		53

DOJ ATTORNEY / ADVOCATE COMMENTS

OK. Please correct amts listed in 4A + B before sending to OPVP.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
		Veronica Blackhat	12/8/15 4:30pm

DOJ Secretary Called: for Leo Watchman for Document Pick Up on 12/08/15 at 4:50 pm By: EB

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



TRIBAL RANCH LEASE

This Tribal Ranch Lease (hereinafter "Lease"), is entered into this 01st day of January 2015, between THE NAVAJO NATION, Post Office Box 4889, Window Rock, Arizona 86515 (hereinafter "Lessor") and Edgar B. Yazzie, Census No. _____, Post Office _____, Crownpoint, New Mexico 87313, ("Lessee") and Jolene S. Yazzie, Census No. _____, Post Office Box _____, Crownpoint, New Mexico 87313 (Co-Lessee).

WHEREAS, Lessor wishes to lease certain real property to Edgar Yazzie and Jolene Yazzie desire to enter into a Lease for said real property known as the: Eli Smith Ranch, 8 miles North of Route 9 & 7 Miles East from 371 Junction, for the purpose of leasing Tribal Ranch Lands for quality cattle operation.

NOW THEREFORE, for and in consideration of the mutual benefit to both Lessor and Lessee under the terms of this Lease, Lessor and Lessee hereby agree and covenant to the following:

1. **PREMISES**

Lessor hereby leases to Lessee the subject property situated within (Township 23, Range 12 North, Meridian,) as further described in Exhibit "A", which is attached hereto and incorporated herein by reference, and said property which consists of 640 acres more or less (hereinafter "the Premises").

2. **TERM**

The term of this Lease shall be for a period not to exceed ten (10) years beginning January 01, 2017 and ending December 31, 2027, and shall be renewable for a second period not to exceed ten (10) years, at the option of the Lessee; provided, Lessee's option to renew this Lease for a second ten (10) year period shall be subject to Lessee's compliance with all terms and conditions of this Lease and any applicable laws, rules and regulations of the Navajo Nation, State or federal government, said compliance to be determined by the Lessor at Lessor's sole discretion, and Lessee must demonstrate continuing eligibility under the criteria at 3 N.N.C. § 511. In accordance with 3 N.N.C. § 508 (I), in no case shall this Lease exceed two ten (10) year terms or twenty (20) years in the aggregate.

3. **CONDITIONS OF LEASED PREMISES**

- A. Lessee has examined and knows the condition of the Premises and any improvements thereon and accepts the same **AS-IS**. No representations concerning the condition of the Premises and improvements have been made by Lessor, or any agent of Lessor, prior to, or at the time of execution of this Lease. Lessee warrants that he/she has not relied on any warranty or representations made by or on behalf of Lessor, but solely upon Lessee' independent investigation of the Premises.
- B. Lessor makes no representation, nor warranty, as to water, grazing or pasture conditions on the Premises or the carrying capacity of the Premises. Lessor shall not be responsible or liable in any manner for any lack or deficiency of water or grazing capacity.
- C. **Stocking Rate Adjustment.** Periodically the Lessor will make adjustments to the stocking rate by conducting a Range Forage Assessment Survey. Lessor expressly reserves the right to adjust the

stocking rate based on the results of said Survey. The Lessee shall participate in any such Survey and further agrees to accept the determination of the stocking rate as made by Lessor.

4. RENT

- A. Lessee hereby agrees to pay Lessor as rental for the Premises and any improvements thereon an annual rental of Eight Hundred and forty Dollars and no cents, (\$840.00) in lawful currency of the United States of America.
- B. Annual rental shall be by cashier's check or money order made payable to The Navajo Nation and shall be mailed to: the Navajo Ranch Program, P.O. Box 4889, Window Rock, Arizona 86515. Half the annual rent, which is \$420.00, is due on November 15 of the prior calendar year, and the remainder of the annual rent, which is \$420.00, shall be due on or before January 15 of the effective rental year. The total amount of annual rent is \$840.00.
- C. Except as otherwise provided in this Lease, Rent shall be computed on the basis of the established carrying capacity, rather than on the actual number maintained on the Premises. Maintaining livestock in excess of the carrying capacity of the land covered by this Lease shall be a violation of this Lease. In the event that the Lessee maintain livestock in excess of the amount permitted under this Lease, a monthly rental fee of five (5) times the applicable animal unit per month (AUM) rate shall be charged for each animal in excess of the amount permitted under this Lease. In the event of a first violation under this section, the Lessee shall have thirty (30) days to remove all excess livestock from the Premises and to pay the additional rental fees. For a second violation under this section, or for failure to pay any additional fees assessed under this section, the Lease shall be subject to immediate termination at the discretion of the Lessor.
- D. Rent shall be adjusted at least every five (5) years and may be adjusted more often, as necessary to comply with Navajo Nation laws, regulations and policies, at the discretion of the Lessor. Lessor shall inform Lessee in writing of any change in Rent at least sixty (60) days prior to the beginning of the succeeding lease year for which the adjustment is to be applied. If Lessor fails to give Lessee said sixty (60) days notice, the existing rate shall continue to apply.
- E. Lessee shall be responsible for any grazing fee payment(s) to the United States Bureau of Land Management, as may be applicable.

6. DELINQUENCY PAYMENT PROCEDURES

- A. If Lessor does not receive the full Rent by February 15 of the year in which said Rent is due, Lessee' account shall be considered delinquent and the following shall apply:
 - (1) If any portion of the Rent due under this Lease is not paid on or before February 15 of the year in which said Rent is due, the Lessee shall be given a thirty (30) day late notice, and assessed a 2% late fee on any outstanding Rent.
 - (2) If any Rent and/or assessed fees are not paid on or before March 1 of the year in which said Rent or fees is due, the Lessee shall be given a forty-five (45) day late notice and assessed an additional 4% late fee on any outstanding Rent and fees.
 - (3) If any Rent and/or assessed fees are not paid on or before March 30 of the year in which said Rent or fees is due, the Lessee shall be given a final notice and assessed an additional 6% late fee on any outstanding Rent and fees.

- (4) If all outstanding Rent and fees are not paid by April 15 of the year in which said Rent or fees is due, the Lease shall automatically terminate at 5:00 p.m. on said date.

- B. In the event of a default by Lessee for failure to pay any Rent and assessed fees due under the terms of this Lease, Lessee shall remain liable to the Lessor for all debts incurred under this Lease. Lessee agrees to pay to the Lessor any and all reasonable collection costs including any attorney fees.

7. **IMPROVEMENTS**

- A. Any improvements or alterations to the Premises or improvements thereon shall require the express written approval of Lessor. Unless Lessor provides Lessee with written authorization to remove any improvements from the Premises, all buildings and other improvements, excluding removable personal property and trade fixtures, made by Lessee on the Premises shall remain on the Premises after termination of this Lease and shall become the property of Lessor. Unless otherwise provided, Lessor shall compensate Lessee for the reasonable value of any improvements made by Lessee, based on the depreciated value or fair market value of the improvement at the time of the termination of the Lease, whichever is less.
- B. Despite the above, Lessor has the option to require Lessee to remove any improvements made to the Premises by Lessee at Lessee's sole expense. Any improvements not removed by Lessee within ninety (90) days after termination of the lease shall become the property of the Lessor, at Lessor's sole discretion.
- C. Removable Personal Property. The term "removable personal property" as used in this section shall not include property which normally would be attached or affixed to the buildings, improvements or land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed to the buildings, improvements or land in such a way as to legally retain the characteristics of personal property. Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove any personal property and trade fixtures prior to termination of this Lease, said personal property or trade fixtures shall become the property of Lessor, and may be disposed of in any manner by Lessor.
- D. Any damage to the Premises caused by the removal of any improvements by Lessee, and/or any costs for removal of improvements or removal of personal property by Lessor, shall remain the responsibility of the Lessee. Any improvements placed in or upon the Premises without Lessor's express written consent shall be forfeited to and become the property of Lessor, at Lessor's sole discretion, and Lessee shall be liable to Lessor for all damages to the Premises caused by unauthorized improvements and for any expense incurred by Lessor in restoring the Premises.
- E. Unless otherwise agreed to in writing by the Lessor, all improvements placed upon the Premises with the consent of Lessor shall remain the property of Lessee for the duration of this Lease and Lessee shall, for the duration of this Lease, be subject to and liable for all taxes assessed against the improvements. Any failure to pay said taxes shall constitute a breach of the Lease.

8. **LIVESTOCK PERMITTED**

A. Lessee is authorized to graze only the type and number of livestock specified below. Lessees shall not exceed the permitted limit, which has been set as being necessary to protect the range resources. No non-Navajo owned livestock shall be permitted to graze on the Premises covered by this Lease without prior express written permission from the Department Manager, Department of Agriculture. Calves under six months of age will not be counted for the purpose of this limitation or calculation of the rental due. Only two (2) horses shall be allowed on the range. No stallions shall be allowed on the range. Mares that need to be bred shall be taken to the stallion off the range to a controlled area.

B. The type and number of livestock permitted on the Premises:

<u>Kind of Livestock</u>	<u>No. of livestock</u>	<u>Brand/ Master No.</u>	<u>Ownership</u>	
Cattle	35	Edgar Yazzie	Horses	2

C. Lessor or its authorized representatives will determine the number of livestock that may be grazed on the Premises each year. This is to protect the condition of the range. Lessor will notify Lessee in writing of any changes in the permitted numbers sixty (60) days in advance of the beginning of each lease year. In no case shall more than the designated number of livestock under this Lease be grazed on the Premises without written authorization provided in advance by the Lessor.

D. Lessee may request to increase the number of livestock that can be grazed under the Lease, where sufficient forage and water is available as determined by Lessor. Approval for an increase in the number of livestock under this Lease shall be made in writing by the Executive Director for the Division of Natural Resources. Lessor shall adjust the Rent if the stocking number is increased.

9. **PUBLIC LIABILITY INSURANCE**

At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of \$25,000.00 for personal injury to one person and \$100,000.00 per occurrence, and \$10,000.00 for property damage. Said policy shall be obtained from a reliable insurance company licensed to do business in the State in which the leased premises are located and shall be written jointly to protect Lessee and Lessor, and shall provide for notification to Lessor prior to any cancellation or non-renewal of said policy for any reason including non-payment of premiums. A copy of said policy shall be furnished to Lessor. Neither Lessor nor its officers, agents or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the Premises, or by any defect in any structure existing or erected thereon, or arising from any accident, fire, or from any other casualty on said Premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waive on Lessee' behalf all claims against Lessor and agree to indemnify Lessor and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the Premises or use of the Premises by Lessee, together with all costs and expenses in connection therewith.

10. **FIRE AND CASUALTY INSURANCE**

Lessee, shall, from the date of approval of this Lease, carry fire and casualty insurance with extended coverage endorsement, covering not less than full insurable value of all improvements on the Premises. Said policy shall be obtained from a reliable insurance company licensed to do business in the State in which the Premises are located and shall be written jointly to protect

Lessee and Lessor, and shall provide for notification to the Lessor prior to any change in said policy or any cancellation or non-renewal of said policy for any reason, including non payment of premiums. A copy of said policy shall be deposited with Lessor. In the event of damage to any improvement on the Premises, Lessee shall rebuild, repair or otherwise reinstate the damaged improvement in a good and substantial manner according to a plan approved in writing by the Lessor prior to commencement of repair or reconstruction. Repair or reconstruction shall commence as soon as possible and, in any event, within one (1) year after the damage occurs and shall be pursued diligently.

11. MAINTENANCE AND REPAIRS

All improvements placed on the Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. Lessee shall keep the Premises, permanent fences, water systems, and other improvements in good order and repair at Lessee sole cost and expense. Lessee shall do all minor repairs, which includes but is not limited to work on float valves, repair of small leaks on stock drinking troughs, and cleaning out stock drinking troughs. Lessee may submit a written request to the Lessor for major repairs or improvements, to be undertaken at the sole discretion of the Lessor, and subject to availability of funds.

12. MANAGEMENT PLAN

Lessee shall comply with the Ranch Management Plan, attached hereto as Exhibit "B" and incorporated herein by reference. Lessee shall cooperate with the Navajo Nation Department of Agriculture to insure the care, treatment, and maintenance of the proper numbers of livestock on the Premises. Neglect of livestock shall be cause for termination of the Lease. Lessor may conduct semiannual review and evaluation of the Ranch Management Plan. If conditions warrant, the Ranch Management Plan may be modified subject to the written approval of the Executive Director, Division of Natural Resources.

13. SUBLEASE, ASSIGNMENT, MANAGEMENT AGREEMENT, AND TRANSFERS PROHIBITED

Lessee shall not sublease, assign, place under a management agreement, or in any manner whatsoever transfer this Lease or any right to or interest in this Lease or any of the improvements on the premises. Should Lessee attempt to make any sublease, assignment, sale or transfer, such action shall be deemed a breach of this Lease.

14. ENCUMBRANCE

This Lease, or any right to or interest in this Lease or any improvements on the Premises, shall not be encumbered without the express written approval of the Lessor upon approval by the Resources Committee of the Navajo Nation Council. Any such encumbrance or attempted encumbrance without the express written approval of Lessor shall be void.

15. DESIGNATION OF ALTERNATIVE LESSEES

Lessee designates () No; (X) yes Sadie Mescale Yazzie as the alternative Lessee to complete the term of this Lease in the event that Lessee cannot complete the full term of the Lease for reasons beyond their control such as illness or death. The designated alternative Lessee must be able to establish that he/she meets the eligibility criteria prior to taking possession of the Premises, and shall assume in writing all obligations under the Lease including a commitment to complete the balance of the lease term. Upon execution of an assumption of this Lease executed in writing by

the Lessor and alternative Lessee, the alternative Lessee shall be subject to all the terms and conditions of this Lease including any outstanding rental fees. The Lessee may designate a different alternative Lessee or delete the alternative Lessee upon written notice to Lessor verified by a notary public. The alternative Lessee may not take possession of the Premises until notified in writing by the Lessee to do so or upon the death of the Lessee and any Co-Lessee. If the Lessee do not designate an alternative Lessee or the designated alternative Lessee fails to take possession of the Premises within sixty (60) days of written notice by the Lessor, the Executive Director for the Division of Natural Resources, in his/her sole discretion, may designate an alternative Lessee to complete the term of this Lease or may terminate this Lease and re-let the Premises under a new lease.

16. INSPECTION

Lessor and their authorized representatives shall have the right, at any reasonable time during the term of this Lease, to enter upon the Premises, or any part thereof, to inspect livestock, the Premises and all buildings and other improvements erected and placed thereon. No showing of probable cause shall be required for such entry and inspection. If gates are locked, separate keys shall be provided by the Lessee to all appropriate Tribal Ranch Managers and law enforcement personnel. Failure to provide keys shall be grounds for removal of locks. The Lessor shall not be responsible for any loss or damage resulting from such removal.

17. DEFAULT

Violations by Lessee of any provision of this Lease shall be considered a default of the Lease that shall entitle Lessor to any and all remedies provided under the Lease and applicable laws, including the right for Lessor to unilaterally terminate the Lease at Lessor's sole discretion.

18. TERMINATION

A. At the termination or expiration of this Lease, Lessee will peaceably, and without legal process, deliver up the possession of the Premises and shall immediately and peacefully quit possession of the Premises in good condition, usual wear and tear excepted, and surrender the same to Lessor; provided, Lessee shall not remove any livestock or improvements from the Premises until the Executive Director, Division of Natural Resources has informed Lessee in writing that no Rent and/or damages are due Lessor.

B. This Lease is subject to termination for violation of any terms of the Lease. In the event that the Lessee fail to correct any violation and provide Lessor with proof thereof within sixty (60) days written notice of said violation, the Lease shall be terminated; provided, violations for non-payment of any Rent or fees shall be handled under Section 6 of this Lease.

19. THIRD PARTY LEASES

It is acknowledged by Lessee that to the extent this Lease includes lands rented from a third party by the Navajo Nation, this Lease does not convey to Lessee any rights in excess of those of the Lessor. The Lessee shall comply with all contract requirements and other lawful demands made upon the Navajo Nation in connection with any such third party lease. Lessee is required to enter into a separate sublease for use of lands rented from a third party by the Navajo Nation () No; () yes; which, if required, is attached hereto and incorporated herein as Exhibit "C".

20. NOTICES

A. All notices, demands, requests or other communications between the parties shall be in writing and sent to the parties hereto at the following addresses, unless a different address is later provided by any of the parties:

1. Ranch Manager
Navajo Ranch Program
Navajo Nation Department of Agriculture
Post Office Box 4889
Window Rock, Arizona 86515
Telephone: (928) 871-6605
Telefax: (928) 871-6679
2. Executive Director
Navajo Nation Division of Natural Resources
Post Office Box 9000
Window Rock, Arizona 86515
Telephone: (928) 871-6592
Telefax: (928) 871-7040
3. Edgar Yazzie
Post Office Box 1000
Crownpoint, New Mexico 87313
(505)786-5276

B. Unless otherwise provided, all notices shall be given by personal delivery, by registered or certified mail, postage prepaid, by facsimile transmission or by telegram. Notices shall be effective and shall be deemed delivered when dispatched. Notice sent to one Lessee shall be considered sent to any other Lessee hereunder.

21. EMINENT DOMAIN

A. If, at any time during the term of this Lease, the Premises or any part thereof is taken or condemned under the laws of eminent domain, any property interest of the Lessee in said taken or condemned Premises or part thereof shall immediately terminate. All compensation awarded by reason of the taking of leased land and any taking or injury to the building or improvements located thereon shall be awarded to Lessee and Lessor as their interests appear at time of such taking provided that Lessee' right to such awards shall be subject to the rights of any encumbrance. Any Rent due under this Lease shall be reduced in the proportion that the value of the entire Premises is reduced by such taking or condemnation.

B. This Lease grants to Lessee the right to use the Premises for grazing purposes **only**. This Lease conveys no other interest in such lands. Lessor reserves the right to use the Premises for non-grazing purposes and to approve rights-of-way, non-grazing leases, homesites, water development or other governmental uses. If the carrying capacity is substantially reduced, Lessee' right to use portions of the Premises may be extinguished. Lessor shall give Lessee at least sixty (60) days notice of any intent to allow other usage of this land which would reduce the leasehold by an amount equal to or less than ten (10%) percent of the grazing capacity. Lessor will give the Lessee six (6) months notice of any intent to take any action which would cause a greater reduction in grazing capacity. In the event the Premises is reduced by action of the Lessor or by

other usage of the Premises authorized by Lessor, Lessee's stocking rate and Rent will be adjusted to reflect the reduction.

22. RECORDS

Lessees shall be required to keep and submit to the Program records showing the number of Lessee's livestock of different classes on the Premises, the dates put on and removed and estimated death loss. Such records shall be retained for a minimum period of three (3) years by Lessee. In the event a dispute arises concerning the number and classes of livestock kept on the Premises, Lessees shall keep all documents and records until the dispute is finally resolved.

23. HOLDING OVER

Holding over by Lessee after the termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the Premises. In the event of any holdover by Lessee, Lessee agree to pay Lessor a hold over rental of double the annual Rent to be computed on a daily basis. The holdover rental shall be due on the 1st day of each month.

24. IDEMNIFICATION

Lessees shall defend, hold harmless and indemnify Lessor, its officers, agents and employees, against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, permits, attorney's or consultant fees, expenses and/or liabilities arising out of this Lease or the occupancy of the Premises or any asserted negligent act, error or omission of the Lessee which result in a claim against the Lessor relating to operation and maintenance of the Premises.

25. AGREEMENT TO ABIDE BY APPLICABLE LAW

Lessee and Lessee's employees, agents or representatives agree to abide by all laws, regulations, and ordinances of the Navajo Nation, and all other applicable laws, regulations and ordinances of the United States or a State, now in force and effect or as may be hereafter in force and effect.

26. GOVERNING LAW AND CHOICE OF FORUM

Except as may be prohibited by applicable federal law, the laws 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 in strict compliance with the Navajo Sovereign Immunity Act, 1 N.N.C. §§ 551 *et seq.*, as amended, and no action or proceeding shall be brought by Lessee against the Navajo Nation in any court or administrative body of any state.

27. ALTERNATIVE DISPUTE RESOLUTION

Nothing herein shall preclude the parties from resolving any differences that arise through mediation, informal discussion, or other non-binding methods of dispute resolution. The parties agree that prior to resorting to legal remedies they shall use their best effort to resolve any dispute by such non-binding and informal means.

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 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 similar challenges to the jurisdiction of a state government.

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. LIENS, TAXES, ASSESSMENTS, AND UTILITY CHARGES

A. Lessee shall not permit to be enforced against the Premises, or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee. Lessees shall discharge all such liens before any action is brought to enforce the same. Lessee shall pay before becoming delinquent, all taxes, assessments, licenses, fees and other like charges levied during the term of this Lease upon or against the Premises and all interest therein and property thereon for which Lessees are liable. In addition to the rent, Lessee shall pay all charges for all utility services supplied to said Premises.

B. Lessee hereby grants to Lessor, a lien on all livestock grazed on the leasehold, the proceeds from the sale thereof and all improvements made by Lessee on the Premises. This lien shall be used to secure all outstanding Rent, damages, or taxes owed by Lessee under the Lease.

32. NO PARTNERSHIP

No term of this Lease shall be so construed as to provide that a partnership exists between Lessor and Lessee, the only relationship between the parties being that of Landlord and Tenant.

33. UNLAWFUL ACTIVITY

Lessee further agrees that he/she will not use or permit to be used any part of the Premises for any unlawful conduct or purposes whatsoever. Violation of this section shall constitute a breach of this Lease.

34. HAZARDOUS SUBSTANCES

Lessee shall not cause or permit any hazardous substance (as defined by RCRA, 42 U.S.C. §§ 6901 *et seq.*, CERCLA, 42 U.S.C. §§ 6901 *et seq.* or other federal laws and regulations) to be used, stored, generated or disposed of on or in the Premises without first obtaining written consent of the Navajo Nation. If hazardous substances are used, stored, generated or disposed of on or in the Premises, or if the Premises become contaminated in any manner for which Lessee or a sublessee is legally liable, Lessee shall indemnify and hold harmless the Lessor from any and

all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees arising during or after the Lease term and arising as a result of such contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by the federal government or Navajo Nation. Without limitation of the foregoing, if Lessee cause or permit the presence of any hazardous substance on the Premises and such results in any contamination of the Premises including, but not limited to the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the contamination presence by any such hazardous substance on the Premises. Lessee shall obtain Lessor's prior written approval before any such remedial action is taken.

35. MINERALS AND OTHER RESOURCES

All minerals, including, but not limited to sand, gravel, oil and gas contained in or on the Premises, in whatever concentration and all other resources such as, but not limited to timber, firewood, fish and wildlife, etc., are reserved for the exclusive use of Lessor. Lessor also reserves the right to enter upon the Premises to search for and remove minerals located thereon or other resources, paying just compensation for any damage or injury caused to Lessee's personal property or improvements made by Lessee. Lessee shall obtain a permit from Lessor to extract any sand and gravel or borrow pit materials or any other materials from the Premises. Lessee shall also obtain the written permission of Lessor to use any other resource located on the Premises.

36. WASTE

Lessee shall not cause nor grant permission to another to cause any waste or loss in or upon the Premises.

37. INTEGRATION AND PAROL EVIDENCE CLAUSE

This Lease and all exhibits referenced herein constitute the final complete, and exclusive statement of the terms of the agreement between the parties pertaining to the lease of the tribal ranch referenced herein and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Lease by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Lease.

38. WATER RIGHTS

Lessee shall be entitled to the use of groundwater on the Premises for purposes consistent with this Lease in accordance with Navajo law including, but not limited to the Navajo Nation Water Code, 22 N.N.C. §§ 1101 – 2569, as amended. Lessee shall obtain the written consent of Lessor prior to submitting any application to develop or prior to developing any groundwater on the leased property. If the Lessee develop any groundwater on the leased property, Lessee shall not acquire any rights with respect to the groundwater, except the right to use such water in accordance with this Lease and applicable Navajo law.

39. ATTENDANCE AT QUARTERLY MEETINGS

Lessee shall attend all quarterly meeting as scheduled by the Lessor. Failure to attend three consecutive meetings is cause for revocation of the Lease.

40. INTEREST OF NAVAJO NATION OFFICIALS OR EMPLOYEES

No Navajo Nation employee or official shall derive any personal benefit or have any legal rights pursuant to this Lease or in the Premises unless the employee or official is a named Lessee under the Lease.

41. MODIFICATIONS

There shall be no modification or alteration or amendment made to this Lease without the express written consent of Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands.

NAVAJO NATION, LESSOR

By: _____

Russell Begaye, President

NAVAJO TRIBAL RANCH, Lessee

By: _____

Edgar Yazzie, Lessee, Census No. _____

Post Office Box

Church Rock New Mexico 87311

Telephone: (505) _____

SNN: _____

This is to acknowledge that the above Lessee, executed this instrument before me this 24th day of October, 2018 by Edgar Yazzie

Nelrita Bodie

Notary Public

My Commission Expires: 07/23/2017



Exhibit "A"

Eli Smith Ranch Legal Description

A Parcel Land Situated within the Township 19 North, Range 11 West, New Mexico Principal Meridian, McKinley County, State of New Mexico.

Navajo Tribal Fee Land

Township 23 North, Range 12 West

Section 7	SE1/4SE1/4	40.00 AC±
Section 8	SW1/2, SE1/2	80.00 AC±
Section 17	W1/2, SE1/4SW1/4	120.00 AC±
Section 18	NE1/2, SE1/4SW1/4	400.00 AC±
Total		640.00 AC±



**THE NAVAJO NATION
DEPARTMENT OF AGRICULTURE**

P.O. Box 4889 • Window Rock, Arizona 86515 • (928) 871-6605 • FAX (928) 871-6679

JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
VICE PRESIDENT

October 27, 2005

Edgar Yazzie
P.O. Box 1
Crownpoint, New Mexico 87313

RE: Temporary Use of Eli Smith Ranch

Dear Mr. Yazzie,

The Navajo Nation Department of Agriculture (NND) Tribal Ranches Program hereby authorizes you a temporary use of Eli Smith Ranch, Crownpoint, New Mexico in accordance with Title 3 N.N.C. § 514. The temporary use of the ranch will begin November 01 through April 30, 2006 (approximately 6 months).

The NND received your ranch application requesting for a ten-year lease of a ranch on October 6, 2005. Due to the on-going negotiation with the Division of Economic Development, Eastern Regional Business Development Office, NND had authorized a short-term ranch lease use. The Program will review all the information submitted in your ranch lease application in accordance to the established eligibility criteria. This process will take time due to the gravity of importance put forth by a ten-year lease and our responsibility of assuring the protection of Navajo Nation Property.

The Program authorizes a temporary-use permit for Eli Smith Ranch beginning November 01, 2005 through April 30, 2006. **The Nation will charge you \$840.00 for 35 head of cattle and must be paid by November 18, 2005.** (The current grazing fee rate is \$4.00/AUM). The issuance of this temporary lease and receipt of payment does not automatically assure you a ten-year lease. You will be responsible to maintain the exterior fence line, daily livestock care, availability of livestock water and transportation of the livestock to and from the ranch premise, and provide our office a copy of the livestock inspection/transport report. If you have any questions, please contact our office at 928/871-6605. Thank you.

Sincerely,

Fritz Roanhorse, Tribal Ranch Manager
Tribal Ranches Program
Navajo Nation Department of Agriculture

C:
Arvin Trujillo, Executive Director, Division of Natural Resources
John Blueyes, Departmental Manager III, NND
John Largo, Eastern Regional Business Development Office
Yolanda Gene, Supervisor, Accounts Receivable Section

Township No. 23 N. Range No. 12 W Meridian in N. M. T. M.

[illegible]

Sept. 15, 1985 - ~~Unsub~~ ~~Thorn~~ Settlement Act of 18-22-74, 25.
USC. § 6404d & 6404-10 (1982 & Supp III 1985)
TNT of Indians has authorized in Sec. 31. (a) (1) (a) (2)
Exhibit of 22-22-74, 25.

[illegible]

Surface Rights purchased by Navajo Tribe in Fee...
from Eli Smith + Wife 11-16-62; SW/4 SW/4, Sec. 8;
SE/4 SE/4, Sec. 7; E/2 NE/4, Lots 3, 4, E/2 SW/4,

SE/4, Sec. 10; W/2 SW/4, SE/4 SW/4, Sec. 17. 577 Ac[±]

10-18-1932. Nwanga-Napi. Settlement East of US-25-125. Accord
ASUSC. 3 lots at \$ 4000-10 (1926 Supp. III 1925). The Nwanga
Tribe of Indians has selected in Sec. 12, lots 1 to 16 (Set 20-11-20)
Sec. 3; lots 5 to 10, Sec. 4; lots 5 to 20, Sec. 7 SW 1/4 Sec. 8

065059
Relinquished To him by 1x. 1x. APPX-5-33;
secs. 25, 27, 29, 31, 33 & 35.

Secs. 25, 27, 33, 35, withdrawn from all forms of
appropriation by P.L. Order 2198, 8-26-60, except
Indian Allot. Exchanges under Ref. of 3-3-21.

Under the provision of the Nuuja-Hopi Settlement Act of 12-22-1874, as amended, 25 U.S.C. §8404 to §8404-10 (1982 & Supp. III 1985). This Nuuja Tribe of Indians Selected and granted by United States, unto the United States America, in trust for the Nuuja Tribe of Indians, the minerals interests owned by the United States in Patent Number: 30-81-0003, in the following described lands: T.23N., R.12W. N.M.P.M., Section 3, lots 5 to 18, inclusive; Section 4, lots 5 to 20, inclusive; Section 5, lots 10 to 20, inclusive; Section 7, SE1/4SE1/4; Section 8, S1/2SW1/4; Section 9, SW1/4; Section 17, SE1/4NW1/4; Section 18, NE1/4NE1/4

Recorded in San Juan County, New Mexico by County Clerk Carol Bandy and Joyce James Deputy: Book 1123, Page 1043, Record # 36100, \$7.00 Fee, on November 08, 1990 at 12:41 pm.

791-520-90

Date: _____

THE NAVAJO NATION
APPLICATION FOR LEASE OF NAVAJO TRIBAL RANCHES

NAME: _____	CENSUS NUMBER: _____
ADDRESS: _____	SOCIAL SECURITY NUMBER: _____
CITY: _____	TELEPHONE NUMBER: _____
STATE: _____ ZIP CODE: <u>2-31-</u>	
CHAPTER: _____	DATE OF BIRTH: <u>5-5-</u>
EMPLOYER: _____	ADDRESS: _____
JOB TITLE: _____	HOW LONG EMPLOYED: _____
OTHER SOURCE OF INCOME: _____	
NAME OF CO-APPLICANT: _____	CENSUS NUMBER: _____
ADDRESS: _____	SOCIAL SECURITY NUMBER: _____
CITY: _____	TELEPHONE NUMBER: _____
STATE: _____ ZIP CODE: _____	
CHAPTER: _____	DATE OF BIRTH: _____
EMPLOYER: _____	ADDRESS: _____
JOB TITLE: _____	HOW LONG EMPLOYED: _____
OTHER SOURCE OF INCOME: _____	
<p>The following information will determine your eligibility to lease a tribal ranch, please answer all questions truthfully, as applied to both Applicant (A) and Co-Applicant (C/A) and designate as such.</p>	
<p>1. Do you have a grazing permit (on/off reservation)?</p> <p>Applicant <input checked="" type="checkbox"/> Yes; If yes, Grazing permit number: _____ Sheep Units: <u>0</u> District Number: <u>0</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> No</p> <p>Co-Applicant <input type="checkbox"/> Yes; If yes, Grazing permit number: _____ Sheep Units: _____ District Number: _____</p> <p style="margin-left: 40px;"><input type="checkbox"/> No</p>	
<p>2. Do you have an Individual Indian Allotment?</p> <p>Applicant: No <input checked="" type="checkbox"/> Yes: <input type="checkbox"/>; If yes, IIA# _____; Acres: _____</p> <p>If yes, what percent interest do you have: _____%</p> <p>Co-Applicant: No <input type="checkbox"/> Yes: <input type="checkbox"/>; If yes, IIA# _____; Acres: _____</p> <p>If yes, what percent interest do you have: _____%</p>	



State or Tribal Brand (indicate your brand here; attach a copy of your brand card or grazing permit which designates your Tribal/State Brand):

STATE: EV

Location of Brand on Animal: R/H

Fill in your (current) total livestock count: COWS: 27 HEIFERS: 22 STEERS: 2 CALVES: 18

BULLS: 1 HORSES: 1 EWES: 0 RAMS: 0 LAMBS: 0 GOATS: 0 KIDS: 0

I understand that the acceptance of this application does not guarantee that a tribal ranch lease agreement will be approved. I understand that any misstatement of fact or misrepresentation of any information contained in this application may be grounds for non-acceptance of this application. I hereby authorize the Navajo Nation to verify the information given on this application. All persons and organizations are release from any liability, whatsoever, as result of providing such information as requested by the Navajo Nation, Division of Natural Resources, Department of Agriculture, in connection with this application, and do hereby agree to abide all the terms and conditions of the lease agreement for the Navajo Tribal Ranches, should this application be accepted with favorable consideration. I understand that if I do not qualify for leasing of a tribal ranch, that this application will be returned to me, stating reasons for my disqualifications.

Signature: Edgare B. Zangie

Applicant

Date

Co-Applciant

Date

Annual Salary: _____

Number of years at current employment: _____

I hereby authorize the Navajo Nation Department of Agriculture to verify my employment, salary and other credit obligations (if necessary).

Applicant

Date

Verified By

Date Verified

Co-Applciant

Date

Verified By

Date Verified

Recommended for Approval: ☐

Disapproval: ☐

If disapproved state reason:

Name of Ranch:

Unit Number:

Annual Grazing Fee:

Carrying Capacity:

Note:

If you do not meet the qualification requirements, your application will be returned to you with a statement as to why you did not qualify.

PLEASE ATTACH A COPY OF THE FOLLOWING :

1. Grazing Permit(s)
2. Tribal/State Brand
3. Range Unit Management Plan (thoroughly written)
4. Individual Indian Allotment (if any)
5. Letter of Interest

Ranching; working with cattle just as it is an important job, we have to have the best place for them just like part of the family, They are, we have to have plenty of feed for them and the water, if it doesn't rain we will have to haul the water for them Do not have them in thirsty positions or being hungry; They are part of our income so really have take care of them also the location they're at, every now and then check + look at the fence where they are at.

The show they're to have keep up with it, at the calving time, the steers and the heifers The steers, they need an extra work and has to be done properly, branding for all of them. Keep them well fed so it'll be great selling time also very important Keep them healthy, getting on second best and when to switch them, when to take him from the herd and when to put him with the herd.

Mr. & Mrs. Edgar B. Yazzie
P.O. Box
Crownpoint, New Mexico 87313

Edgar B. Yazzie

Re: 10 Year Lease - Eli Ranch

To: ~~Mr. & Mrs. Edgar R. Yazzie~~

This letter is concerning or the letter of interest for our 10 year lease application that we're applying for. We are currently leasing Eli Ranch, ~~was~~ north of Lake Valley. It has been a wonderful experience for me and my family to have the opportunity to lease the ranch.

It has been very helpful, due to lack of our own pasture for our livestock. Currently we have 35 heads of cattle. With our ranch lease we have slightly increase the cattleheads. For most of my life, we have always had and raise cattle. That is what I have done and enjoy doing most of my time.

Not only maintaining the cattle, we have also maintained the fencing of Eli Ranch. We have also requested for fencing materials not to long ago, and hoping we will get some help and assistance.

We are very fortunate and thankful for leasing Eli Ranch but we would like to have the lease for 10 years. We would like to keep and maintain our cattle for awhile ^{longer} and as long the cattle has a ranch. So we would appreciate the 10 year lease of Eli Ranch.

Edgar B. Yazzie

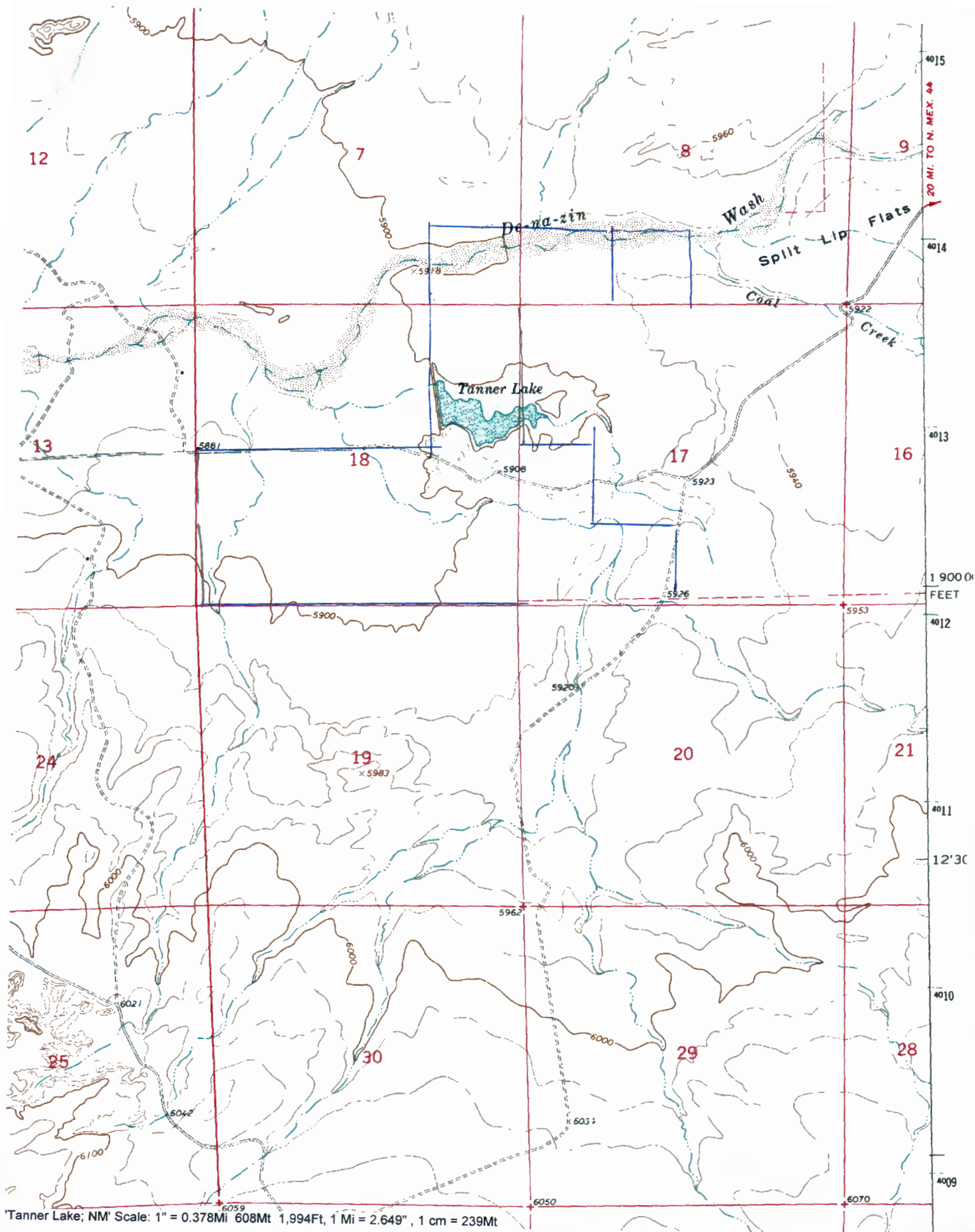
P.O. Box #

Crownpoint, NM

87313

Mr. & Mrs. Edgar R. Yazzie
P.O. Box
Crownpoint, New Mexico 87313

Edgar B. Yazzie





THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JOSATHAN SIZ VICE PRESIDENT

February 11, 2016

MEMORANDUM

TO: Ivan Becenti, Acting Program Manager
Navajo Tribal Ranch Program
Division of Natural Resources

FROM:  **COPY**
Lena D. Arviso, Accounting Manager
Accounts Receivable Section, OOC

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your request dated January 14, 2016 (*Received in Account Receivable on 01/22/2016 @ 3:00 p.m.*) seeking procurement clearance check on the following individual/ Business is as follows:

Name/ Address	Business Address	A.R. Debt Due	Action
Edgar Yazzie Post Office Box 1031 Crownpoint, NM 87313	AB# 158336 Ranch Name: Eli Smith Location: Crownpoint, NM	\$ 0.00	Procurement cleared. Tribal Ranch Grazing Acct: This account is paid through 12/31/2015. No balance due at this time.

Thank you for complying with the "NNB&P ACT". Our office requests that all relevant information of the individual(s) / business (es) is provided to ensure accurate clearance check. The information contained in this memorandum is privileged and confidential. Therefore, when disseminating this information to the 164 reviewers, block out information that are not applicable to the SAS package if this procurement memo is to be included.

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

mj

CC: Accounts Receivable File