

LEGISLATIVE SUMMARY SHEET

Tracking No. 0052-20

DATE: March 6, 2020

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION;
AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE;
APPROVING HOUSING PROJECT MASTER LEASE AZ12-200 BETWEEN THE
NAVAJO NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING
PROJECT WITHIN THE LUKACHUKAI CHAPTER OF THE NAVAJO NATION

PURPOSE: The purpose of the resolution is to approve Housing Project Master Lease
AZ12-200 between the Navajo Nation and the Navajo Housing Authority for a housing
project within the Lukachukai 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.

PROPOSED NAVAJO NATION COMMITTEE RESOLUTION

24th NAVAJO NATION COUNCIL—Second Year, 2020

INTRODUCED BY


Primary Sponsor

TRACKING NO. 0052-20

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING
HOUSING PROJECT MASTER LEASE AZ12-200 BETWEEN THE NAVAJO
NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING PROJECT
WITHIN THE LUKACHUKAI 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 AZ12-200 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Lukachukai Chapter is attached as **Exhibit A**.

B. The proposed Master Lease AZ12-200 regarding 8.1089 acres is described in **Exhibit B**.

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

1 D. The land within the Lukachukai Chapter has been withdrawn for the Navajo
2 Housing Authority by Department Manager of the Navajo Land Department,
3 Division of Natural Resources. The memorandum dated September 3, 2019
4 approving the land withdrawal is attached as **Exhibit D**.

5 E. The proposed Master Lease AZ12-200 has been reviewed through Executive
6 Official Review Document Number 013597. Executive Official Review Document
7 Number 013597 is attached as **Exhibit E**.

8
9 **Section Three. Approval**

10 A. The Resources and Development Committee of the Navajo Nation Council hereby
11 approves the Housing Project Master Lease AZ12-200 between the Navajo Nation
12 and the Navajo Housing Authority for a housing project within the Lukachukai
13 Chapter of the Navajo Nation as found at **Exhibit A**.

14 B. The Resources and Development Committee of the Navajo Nation Council hereby
15 authorizes the President of the Navajo Nation to execute this Master Lease and all
16 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)**

**Lukachukai, Arizona
AZ12-200**

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 within **Lukachukai Chapter** of the Navajo Nation, (County of **Apache**, State of **Arizona**), a tract of land situate within the North Half (NE1/4) of Section 31, Township 35 North, Range 29 East of the Gila and Salt River Meridian. Said **Navajo Housing Authority Project, AZ12-200** is more particularly

described in Boundary Plat of Subdivision and Access Road Right of Way easement containing attached hereto and by this reference made a part here of, containing approximately 8.1089 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. AZ12-200.

(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), 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. § 162.520 and 162.326 and 16 N.N.C. Sections 2332 (C) and 2334 (F) 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 Lessor, within thirty (30) days of their execution; and

(5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. § 169.51-56, 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 a notice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

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

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

14. DEFAULT.

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

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

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

(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 NORTH HALF OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 29 EAST, OF THE GILA AND SALT RIVER MERIDIAN IN THE VICINITY OF LUKACHUKAI, APACHE COUNTY, ARIZONA AND IN THE LAND MANAGEMENT DISTRICT NO. 11 OF THE NAVAJO NATION. SAID TRACT OF LAND IS DESIGNATED AS LUKACHUKAI NAVAJO HOUSING AUTHORITY (NHA) PROJECT NO. AZ 12-200, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 25 AND 36, T35N, R28E, AND SECTIONS 30 AND 31, T35N, R29E, OF THE G.S.R.M., BEING A FOUND BLM CADASTRAL SURVEY BRASS CAP MONUMENT DATED 2007;

THENCE, S 62°09'26" E, A DISTANCE OF 705.103 METERS TO A FOUND NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA", BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, S 75°31'36" E, A DISTANCE OF 285.183 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, S 15°22'36" W, A DISTANCE OF 30.480 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, S 74°37'24" E, A DISTANCE OF 15.240 METERS TO THE BEGINNING OF A CURVE TO THE LEFT, BEING A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, CONTINUING ON SAID CURVE, HAVING AN ARC LENGTH OF 93.754 METERS, A RADIUS OF 111.252 METERS, A DELTA ANGLE OF 48°17'03", A CHORD LENGTH OF 91.005 METERS, AND A CHORD BEARING OF N 77°28'00" E, TO THE END OF THE CURVE, BEING A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, N 52°08'57" E, A DISTANCE OF 94.573 METERS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF AN EXISTING POWERLINE;

THENCE, CONTINUING ON SAID BOUNDARY, N 52°08'57" E, A DISTANCE OF 9.145 METERS TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF AN EXISTING POWERLINE;

THENCE, N 52°08'57" E, A DISTANCE OF 4.991 METERS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INDIAN ROUTE 12, BEING A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, CONTINUING ON SAID RIGHT-OF-WAY, S 37°50'10" E, A DISTANCE OF 30.504 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, S 52°09'43" W, A DISTANCE OF 5.487 METERS TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF AN EXISTING POWERLINE;

THENCE, CONTINUING ON SAID BOUNDARY, S 52°09'43" W, A DISTANCE OF 9.145 METERS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF AN EXISTING POWERLINE;

THENCE, S 52°09'43" W, A DISTANCE OF 94.077 METERS TO THE BEGINNING OF A CURVE TO THE RIGHT, BEING A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, CONTINUING ON SAID CURVE, HAVING AN ARC LENGTH OF 122.036 METERS, A RADIUS OF 141.732 METERS, A DELTA ANGLE OF 49°20'00", A CHORD LENGTH OF 118.301 METERS, AND A CHORD BEARING OF S 77°46'03" W, TO THE END OF THE CURVE, BEING A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, N 74°37'24" W, A DISTANCE OF 15.240 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, S 15°22'36" W, A DISTANCE OF 30.480 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, N 75°29'55" W, A DISTANCE OF 278.526 METERS TO A SET NO. 5 REBAR WITH A YELLOW CAP MARKED "NHA AZ RLS 36760" (AZ RLS ANSON M. CARR);

THENCE, N 11°12'14" E, A DISTANCE OF 91.440 METERS TO THE POINT OF BEGINNING;

THE DESCRIBED ENCLOSED AREA COMPRISING 3.2815 HECTARES (8.1089 ACRES), MORE OR LESS, BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS OR UNDERGROUND UTILITIES LOCATED THEREIN.



THE NAVAJO NATION
HERITAGE & HISTORIC PRESERVATION DEPARTMENT
PO Box 4950, Window Rock, Arizona 86515
TEL: (928) 871-7198 FAX: (928) 871-7886



CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:		NNHPD NO.: HPD-18-444																																																			
☒ ESMI		OTHER PROJECT NO.: ESMI 1954-18																																																			
PROJECT TITLE: Cultural Resources Inventory for Five Proposed Housing Developments on the Navajo Nation, Apache and Coconino Counties, Arizona																																																					
LEAD AGENCY:	HUD/NHA																																																				
SPONSOR:	ETD Inc. 2101 North Fourth Street, Suite 201, Flagstaff, Arizona 86004																																																				
PROJECT DESCRIPTION: The Navajo Housing Authority is proposing to develop five housing areas in Cornfields, Forest Lake, LeChee, Lukachukai & Steamboat. The area of effect is 82.5-acres and the five surveyed study areas cover 119-acres in all. Ground disturbing activities will be intensive & extensive with the use of heavy equipment.																																																					
LAND STATUS:	Navajo Tribal Trust																																																				
CHAPTERS:	Cornfields, Forest Lake, LeChee, Lukachukai, Steamboat																																																				
LOCATION:	Projects are located in Arizona G&SRPM																																																				
<table border="1"><tr><td>1. Cornfields-Deerpont UTM: 622150m E; 3953442m E NAD 83/Z12 23.0-acres</td><td>T.</td><td><u>27</u></td><td>N.,</td><td>R.</td><td><u>25</u></td><td>E-</td><td>Sec.</td><td><u>26, 27;</u></td><td>Cornfields Quadrangle</td></tr><tr><td>2. Forest Lake UTM: 562381m E; 4016416m E NAD 83/Z12 5.0-acres</td><td>T.</td><td><u>33</u></td><td>N.,</td><td>R.</td><td><u>19</u></td><td>E-</td><td>Sec.</td><td><u>4;</u></td><td>Red Slide Peak Quadrangle</td></tr><tr><td>3. LeChee UTM: 459857m E; 4078805m E NAD 83/Z12 16.0-acres</td><td>T.</td><td><u>40</u></td><td>N.,</td><td>R.</td><td><u>09</u></td><td>E-</td><td>Sec.</td><td><u>20;</u></td><td>White Dome Quadrangle</td></tr><tr><td>4. Lukachukai UTM: 655760m E; <4029754m E NAD 83/Z12 28.0-acres</td><td>T.</td><td><u>35</u></td><td>N.,</td><td>R.</td><td><u>29</u></td><td>E-</td><td>Sec.</td><td><u>31;</u></td><td>Bad Bug Butte Quadrangle</td></tr><tr><td>5. Steamboat UTM: 603342m E; 3956353m E NAD 83/Z12 6.0-ac</td><td>T.</td><td><u>27</u></td><td>N.,</td><td>R.</td><td><u>23</u></td><td>E-</td><td>Sec.</td><td><u>14;</u></td><td>Steamboat Canyon Quadrangle</td></tr></table>				1. Cornfields-Deerpont UTM: 622150m E; 3953442m E NAD 83/Z12 23.0-acres	T.	<u>27</u>	N.,	R.	<u>25</u>	E-	Sec.	<u>26, 27;</u>	Cornfields Quadrangle	2. Forest Lake UTM: 562381m E; 4016416m E NAD 83/Z12 5.0-acres	T.	<u>33</u>	N.,	R.	<u>19</u>	E-	Sec.	<u>4;</u>	Red Slide Peak Quadrangle	3. LeChee UTM: 459857m E; 4078805m E NAD 83/Z12 16.0-acres	T.	<u>40</u>	N.,	R.	<u>09</u>	E-	Sec.	<u>20;</u>	White Dome Quadrangle	4. Lukachukai UTM: 655760m E; <4029754m E NAD 83/Z12 28.0-acres	T.	<u>35</u>	N.,	R.	<u>29</u>	E-	Sec.	<u>31;</u>	Bad Bug Butte Quadrangle	5. Steamboat UTM: 603342m E; 3956353m E NAD 83/Z12 6.0-ac	T.	<u>27</u>	N.,	R.	<u>23</u>	E-	Sec.	<u>14;</u>	Steamboat Canyon Quadrangle
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PROJECT ARCHAEOLOGIST:	Blayne R. Brown																																																				
NAVAJO ANTIQUITIES PERMIT NO.:	B18206																																																				
DATE INSPECTED:	03/14-16/18																																																				
DATE OF REPORT:	05/09/18																																																				
TOTAL ACREAGE INSPECTED:	118.87 - ac																																																				
METHOD OF INVESTIGATION:	Class III pedestrian inventory with transects spaced <u>15</u> m apart.																																																				
LIST OF CULTURAL RESOURCES FOUND:	<u>(5) Sites</u> AZ-I-38-31, AZ-K-12-17, AZ-P-19-58, AZ-P-19-59, AZ-P-19-60 <u>(17) Isolated Occurrences (IO)</u>																																																				

-DOCUMENT IS VOID IF ALTERED-

ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD APR/93)

1. HPD REPORT NO.:		2. (FOR HPD ONLY)		3. RECIPIENT'S ACCESSION NO.:	
4. TITLE OF REPORT: <i>Cultural Resources Inventory for Five Proposed Housing Developments on the Navajo Nation, Apache and Coconino Counties, Arizona</i> Author: Blayne R. Brown				5. FIELDWORK DATES: March 14-16, 2018 6. REPORT DATE: May 9, 2018	
7. CONSULTANT NAME AND ADDRESS: EnviroSystems Management, Inc. 23 East Fine Avenue Flagstaff, Arizona 86001 928.226.0236				8. PERMIT NO. B18206 9. CONSULTANT REPORT NO.: 1954-18	
10. SPONSOR NAME AND ADDRESS: ETD, Inc. 2101 North Fourth Street, Suite 201 Flagstaff, Arizona 86004 928.779.6032				11. SPONSOR PROJECT NO.: 12. AREA OF EFFECT: ~82.5 acres TOTAL AREA SURVEYED: 118.87 acres	
13. LOCATION (MAPS ATTACHED) a. Chapter: Cornfields, Forest Lake, LeChee, Lukachukai, & Steamboat b. Agency: Chinle, Fort Defiance and Western c. County: Apache & Coconino d. State: Arizona				e. Land Status: Navajo Tribal Trust f. UTM: (NAD 83 Datum) Cornfields-Deerpoint: 622150 E, 3953422 N Forest Lake: 562381 E, 4016416 N LeChee: 459857 E, 4078805 N Lukachukai: 655760 E, 4029754 N Steamboat: 603342 E, 3956353 N g. Legal: T27N, R25E, Sections 26 and 27 (Cornfields-Deerpoint); T33N, R19E, Section 4 (Forest Lake); T40N, R9E, Section 20 (LeChee); T35N, R29E, Section 31 (Lukachukai); T27N, R23E, Section 14 (Steamboat)-all unplatted and projected h. 7.5' Map: Cornfields, AZ (2013, Cornfields-Deerpoint); Red Slide Peak (2013, Forest Lake); White Dome (2013, LeChee); Bad Bug Butte (2013, Lukachukai); Steamboat Canyon (2013, Steamboat) i. Project Lead Agency: Navajo Housing Authority	
14. REPORT: a. <u>Description of Undertaking</u> : On behalf of ETD, Inc. and the Navajo Nation Housing Authority (NHA), EnviroSystems Management, Inc. (EnviroSystems) conducted a cultural resources inventory between March 14 and 16, 2018 of five proposed NHA developments in Cornfields, Forest Lake, LeChee, Lukachukai, and Steamboat, Navajo Nation, Apache and Coconino Counties, Arizona. The area of potential effects (APE) total approximately 82.5 acres and the five surveyed study areas cover 119 acres. The purpose of the investigation was to locate, evaluate, and record all cultural resources within the project area. The inventory resulted in the identification and re-recording of five previously recorded sites (AZ-I-38-31, AZ-K-12-17, AZ-P-19-58, AZ-P-19-59, and AZ-P-19-60,) and 17 isolated occurrences (IOs) of cultural material.					

LIST OF ELIGIBLE PROPERTIES:

(3) Sites

AZ-I-38-31, AZ-K-12-17, AZ-P-19-59

LIST OF NON-ELIGIBLE PROPERTIES:

(2) Sites

AZ-P-19-58, AZ-P-19-60

(17) IOs

LIST OF ARCHAEOLOGICAL RESOURCES:

(3) Sites

AZ-I-38-31, AZ-K-12-17, AZ-P-19-59

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected with the following conditions:

SITES AZ-I-38-31 (LUKACHUKAI), AZ-K-12-17 (LECHEE), AZ-P-19-59 (CORNFIELDS/DEERPOINT):

1. NHA will ensure that all construction & housing development plans avoid the sites by a minimum of 50-ft. from the site boundaries.
2. A permanent fence will be erected around each site, 50-ft from the site boundaries to prevent damage to the sites.

SITES AZ-P-19-60 & AZ-P-19-58:

No further work is warranted.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified 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: Tamara Billie
FINALIZED: July 11, 2018

Notification to Proceed
Recommended

☒ Yes ☐ No

Conditions:

☒ Yes ☐ No

Richard M. Begay 7/12/18
Richard M. Begay, Dept. Mgr./THPO
The Navajo Nation
Heritage & Historic Preservation Department

Date

Navajo Region Approval

☒ Yes ☐ No

[Signature] 7/13/18
BIA - Navajo Regional Office

Date

b. Existing Data Review: An archival records review was performed at the Navajo Nation Heritage and Historic Preservation Department (NNHHPD)—Cultural Resource Compliance Section office in Window Rock, Arizona on February 7, 2018 and March 14, 2018. The archival search identified 23 previously conducted cultural resources projects and nine documented archaeological sites within 100 m of the five project areas. A traditional cultural properties (TCP) records search was also conducted at the NNHHPD Traditional Culture Program office on February 7, 2018. There are no known TCPs existing within the project area. The nearest known TCP identified within the 0.5-mile radius search area is Tuye Spring near Steamboat (identified as TCP No. 340 on the TCP Records Search Verification Form).

The nine previously recorded sites consist of late historic/modern pile of juniper from a nearby dismantled Hogan (AZ-P-19-58), a Late Pueblo II–Early Pueblo III artifact scatter/ possible habitation (AZ-P-19-59), and a late historic Navajo Enemy Way Ceremonial Area dating to 1994 (AZ-P-19-60) in the Cornfields-Deerpoint project area, a small possible Pueblo III ceramic scatter (AZ-D-11-1) and a historic Navajo Hogan site (AZ-D-11-2) near the Forest Lake project area, two unaffiliated prehistoric lithic scatters (AZ-K-12-15 and AZ-K-12-17) in and near the LeChee project area, a Basketmaker III artifact scatter with fire-affected rock (AZ-I-38-31) in the Lukachukai project area, and a sandstone quarry used ca. 1955 for the construction of the Steamboat Chapter House (AZ-P-18-3) near the Steamboat project area. Of these, five were relocated within their associated project areas and completely redocumented (AZ-P-19-58, AZ-P-19-59, AZ-P-19-60, AZ-K-12-17, and AZ-I-38-31). Three of the sites (AZ-P-19-59, AZ-K-12-17, AZ-I-38-31) occur within an APE (Cornfields-Deerpoint, LeChee, Lukachukai, respectively) and are eligible to the NRHP under Criterion D and also warrant protection under the Archaeological Resource Protection Act (ARPA) because they are over 100 years old. Sites AZ-P-19-58 and AZ-P-19-60 are ineligible to the NRHP and ARPA (less than 100 years old) and are both located outside the Cornfields-Deerpoint APE. None of the sites have been identified as TCPs warranting protection under the American Indian Religious Freedom Act (AIRFA).

c. Area Environmental and Cultural Setting:

Cornfields-Deerpoint. The topography at the Cornfields-Deerpoint project area is a flat alluvial flood plain of the Pueblo Colorado Wash ranging in elevation from roughly 6,260 to 6,680 feet and located approximately 2 km south of Gah Chidi. Surface geology is composed of Quaternary alluvial and aeolian red/brown silt and clay with wind-blown sand and very few sub-rounded gravel inclusions (Richard et al. 2000). The area appears to be heavily grazed and is characterized by open saltbrush, snakeweed, very sparse cholla and small prickly pear, invasive Russian thistle, and abundant blue grama grass, as well as black grama grass and other grasses and forbs. Ground surface visibility is approximately 50% open.

Forest Lake. The Forest Lake project area is on the lower bajada slopes of the unnamed hills to the south between Horse Trail Valley to the west and Ute Valley to the east. Elevation ranges from approximately 6,640 to 6,700 feet. Surface geology is composed of sedimentary rocks of the Late Cretaceous Mesaverde Group consisting of brown silt and clay from decomposing sandstone and mudstone/shale (Richard et al. 2000). Vegetation is open pinyon-juniper woodland with sagebrush, saltbrush, snakeweed, rabbitbrush, and various grasses and forbs. The area is relatively intact but covered with a generally light scatter of modern trash. The portion of the project area near current private residences has been plowed/bladed and leveled. Ground surface visibility is between 50 and 60% open.

LeChee. The LeChee project area is on a wide mesa top between two large unnamed tributaries of Honey Draw approximately 1 km to the west. Elevation ranges from about 4,820 to 4,860 feet with surface geology consisting of red/brown sand and sandstone outcropping from the Early Jurassic Glen Canyon Group in the west half of the project area and red sand and gravels from the Middle to Late Jurassic San Rafael Group with deep yellow/brown wind-blown sand dunes in the east half of the project area (Richard et al. 2000). Vegetation includes rabbitbrush, snakeweed, Navajo yucca, invasive Russian thistle, and a multitude of grasses and weedy forbs. The area is intersected with numerous ATV trails and a generally light scatter of trash, becoming more dense adjacent to private residences immediately south of the project area. Ground surface visibility is approximately 40 to 50% open.

Lukachukai. The topography at the Lukachukai project area is a broad, rolling bench above and southwest of the floodplain of Greasewood Wash ranging in elevation from approximately 6,390 to 6,420 feet. Surface geology is composed of red/brown silt and clay with angular gravels and sandstone cobbles from the Late Triassic Shinarump Conglomerate Member, Chinle Formation (Richard et al. 2000). Vegetation is open pinyon-juniper woodland with sagebrush, snakeweed, rabbitbrush, sparse banana yucca and prickly pear, abundant invasive cheatgrass, and other grasses and forbs. The area is generally unaltered with a low-density scatter of modern trash; however, the area does appear to have been heavily grazed. Ground surface visibility is approximately 50% open.

Steamboat. The Steamboat project area is a flat low terrace above and immediately north of Steamboat Canyon with an elevation of approximately 6,380 feet. Surface geology is composed of red/brown sand and silt atop Cretaceous sedimentary rock (Richard et al. 2000). The area is likely grazed and heavily altered with a leveled and slightly depressed abandoned baseball field and a low berm along the western edge of the project area. As a result vegetation largely consists of invasive and weedy plants such as Russian thistle and kochia, with some rabbitbrush, snakeweed, and saltbrush, as well as Siberian elm that appears to have been purposefully planted along the western edge of the project area and clustered in the southeast corner along a small tributary drainage of Steamboat Canyon. Ground surface visibility is roughly 50 to 75% open.

d. Field Methods: Inventory of the proposed NHA 5 Housing Developments project areas was conducted by Blayne R. Brown and Mark Daniels between March 14 and 16, 2018. The project area boundaries were identified in the field using a Trimble GPS device containing a downloaded shapefile. Each project location was surveyed at the theoretical 100% level of intensity. The crew inventoried the project area by walking two parallel pedestrian transects spaced 15 m/50 feet apart. The inventoried Study Area Acres is 40.08 acres for the approximately 23-acre Cornfields-Deerpoint APE; 7.94 acres surveyed for the approximately 5-acre Forest Lake APE; 21.42 acres surveyed for the approximately 16-acre LeChee APE; 42.59 acres surveyed for the approximately 28-acre Lukachukai APE; and 6.84 acres for the approximately 6-acre Steamboat APE. This totals 118.87 acres examined at a Class III level of intensity for the approximately 82.5 acres of total APE. All previously recorded sites located within the Study Area Acres were revisited by EnviroSystems.

15. CULTURAL RESOURCE FINDINGS:

a. Location/Identification of Each Resource: Inventory of the NHA 5 Housing Developments project areas resulted in the relocation and redocumentation of five previously recorded sites (AZ-I-38-31, AZ-K-12-17, AZ-P-19-58, AZ-P-19-59, and AZ-P-19-60,) and 17 IOs. The previously recorded site locations are depicted on Figures 2a, 2c and 2d in the report.

AZ-I-38-31 contains at least one roasting feature with an associated low-density artifact scatter (Figure 8 in the report). It is located on the edge of a low east-west bench above and southwest of the floodplain of Greasewood Wash. Vegetation includes open sagebrush, rabbitbrush, snakeweed, prickly pear, and various grasses and forbs. The substrate is red/brown silt and clay with angular gravels and sandstone cobbles. The site was initially identified in 2002 as a "Basketmaker III activity area containing dense fire-affected rock (FAR) scatters associated with cultural materials" by Complete Archaeological Service Associates (CASA; HPD-02-189).

AZ-K-12-17 is a large but dispersed Archaic lithic scatter with an abundance of clustered ground stone artifacts (Figure 9 in the report). It is located between two large unnamed tributaries of Honey Draw, located approximately 1 km to the west. Vegetation includes open rabbitbrush, snakeweed, Navajo yucca, Indian ricegrass, invasive Russian thistle, and a multitude of other grasses and weedy forbs. Ground surface visibility is approximately 50% open. The substrate is deep yellow/brown wind-blown shifting sand with dunes atop sandstone bedrock and gravels. The site was initially identified as a small dispersed lithic scatter with a burnt rock feature in 1990 and tested/surface collected in 1991 by the Navajo Nation Archaeology Department (HPD-91-205 and HPD-91-205.4).

AZ-P-19-58 is a small pile of juniper logs/posts from a dismantled nearby Hogan. It is located on the alluvial plain of Pueblo Colorado Wash near Cornfields, Arizona on Navajo Tribal Trust land. Vegetation includes open saltbrush, snakeweed, blue grama grass, and other bunchgrasses. Ground surface visibility is approximately 60% open. The substrate is alluvial and aeolian red/brown silt and clay with wind-blown sand and very few sub-rounded gravel inclusions. The site was initially identified by Navajo Nation Archaeology Department (NNAD) in 2009 (HPD-10-958) as "a pile of wood that apparently was used for a hogan located in another location to the west." Ethnographic research indicated that the pile was placed in its current location "years ago", and the actual location of the Hogan was about 1,500 feet to the west. No artifacts were observed.

AZ-P-19-59 is a small, but dense, Late Pueblo II-Early Pueblo III artifact scatter with one artifact concentration (Figure 10 in the report). It is located on a low rise in the alluvial plain of Pueblo Colorado Wash near Cornfields, Arizona on Navajo Tribal Trust land. Vegetation includes open saltbrush, snakeweed, blue grama grass, and other bunchgrasses. Ground surface visibility is approximately 50% open. The substrate is alluvial and aeolian red/brown silt and clay with wind-blown sand and very few sub-rounded gravel inclusions. The old datum (PVC pipe with wire) was located near the northern edge of AC 1, but the tag was not present. The site was initially identified as a small Anasazi specialized activity area by the NNAD in 2009 (HPD-10-958) with far fewer artifacts than observed by EnviroSystems in 2018.

AZ-P-19-60 is a Navajo Enemy Way Ceremonial Area with a very sparse artifact scatter. It is located on the flat alluvial plain of Pueblo Colorado Wash near Cornfields, Arizona on Navajo Tribal Trust land. Vegetation includes open saltbrush, snakeweed, blue grama grass, and other bunchgrasses. Ground surface visibility is approximately 50% open. The substrate is alluvial and aeolian red/brown silt and clay with wind-blown sand and very few sub-rounded gravel inclusions. The old datum (PVC pipe with wire) was located along the southern edge of Feature 2, and a detached temporary tag inscribed "AZ P-[19]-60" was found among the fallen wooden elements of Feature 2. The site was initially identified by the NNAD in 2009 (HPD-10-958). Ethnographic research conducted in 2009 indicated that the site was the location of a 1994 Enemy Way Ceremony.

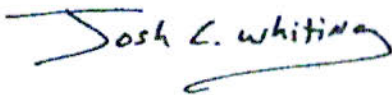
b. Evaluation of Significance of Each Resource: See below

16. MANAGEMENT SUMMARY (RECOMMENDATIONS):

EnviroSystems conducted a cultural resources inventory between March 14 and 16, 2018 of five proposed NHA housing developments in Cornfields, Forest Lake, LeChee, Lukachukai, and Steamboat totaling 119 acres for 82.5 acres of total APE. The purpose of the investigation was to locate, evaluate, and record all cultural resources within the project area. The inventory resulted in the identification and re-recording of five previously recorded sites (AZ-I-38-31, AZ-K-12-17, and AZ-P-19-58, AZ-P-19-59, and AZ-P-19-60) and 17 IOs of cultural material.

Three sites (AZ-I-38-31, AZ-K-12-17, and AZ-P-19-59) are recommended eligible to the NRHP under Criterion D. Sites AZ-P-19-58 and AZ-P-19-60 are recommended not eligible to the NRHP because they do not possess the potential to yield significant information regarding the area's historic use. Additionally, the IOs do not require further management consideration as their research potential has been exhausted by the survey-level recording. It is recommended that the three previously recorded National Register-eligible sites should be avoided by the proposed development of the parcels on which they occur (Cornfields, LeChee, and Lukachukai). Each site boundary should be flagged for avoidance by a qualified archaeologist prior to ground-disturbing activities and be avoided by all construction within a 50-foot buffer of the boundary. If avoidance of an eligible site is determined not to be feasible during the planning process, mitigation measures in the form of archaeological data recovery should be put forth in a treatment plan to be approved by Navajo Nation Heritage and Historic Preservation Department and implemented before development is allowed to proceed within the affected area.

17. CERTIFICATION:



SIGNATURE:

General Charge Name: Josh C. Whiting

DATE: May 9, 2018



SIGNATURE:

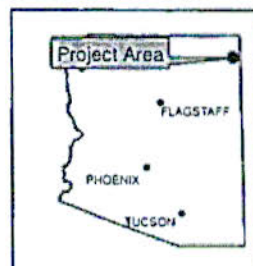
Direct Charge Name: Blayne R. Brown

DATE: May 9, 2018

Figure 2d. Lukachukai survey area and cultural resource findings.

1:24,000

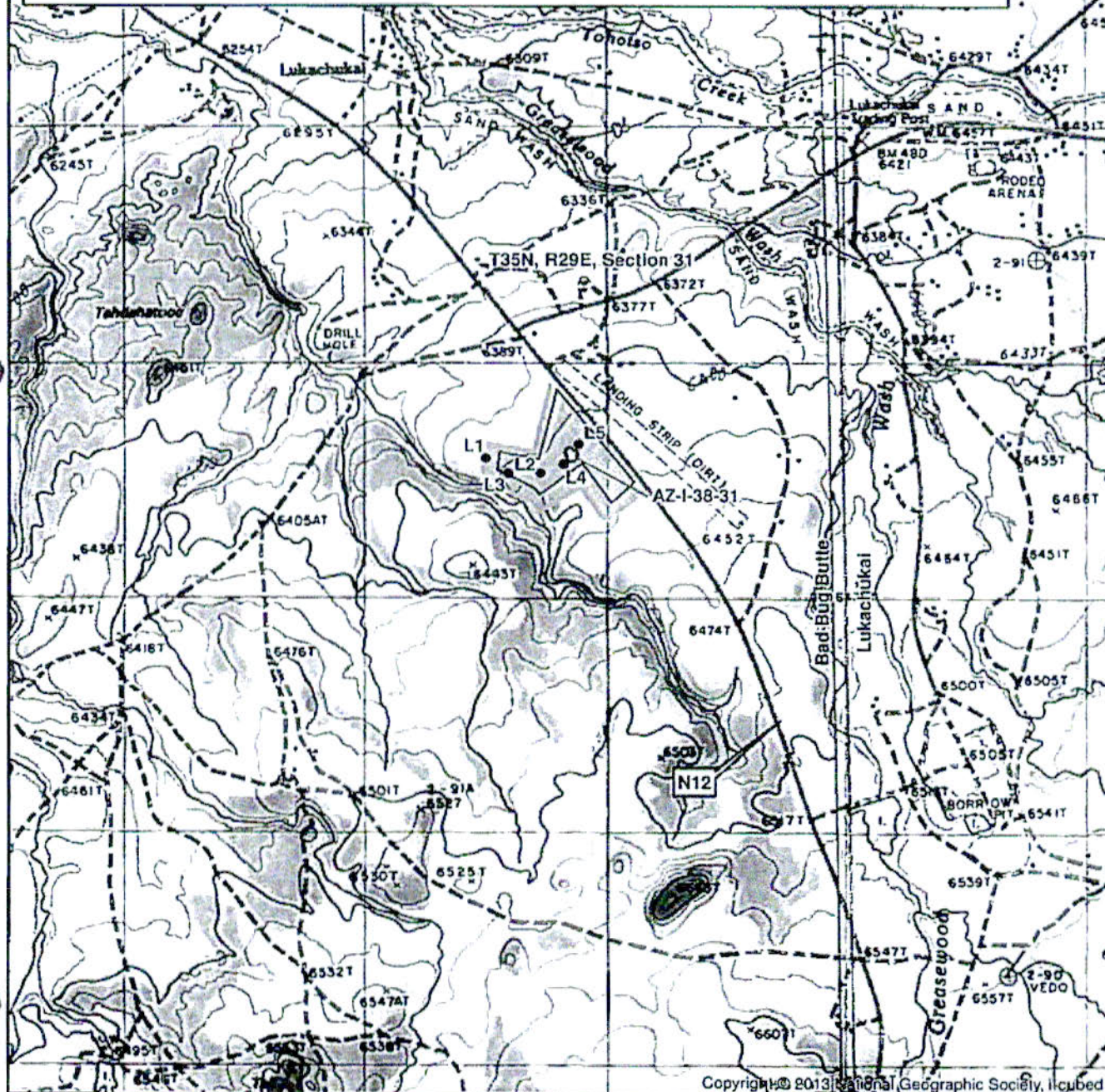
 APE
 Survey area
 Archaeological site
 Isolated occurrence



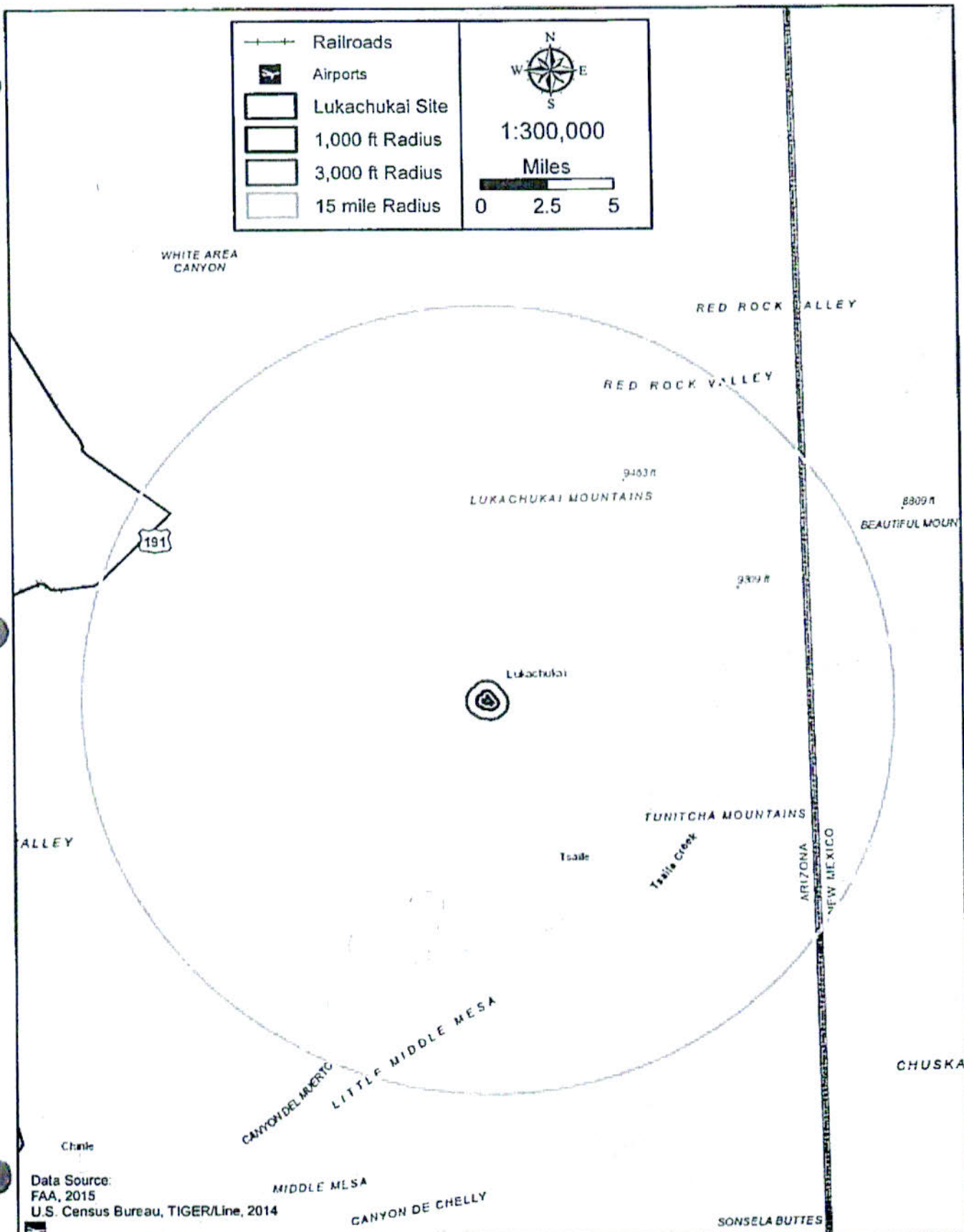
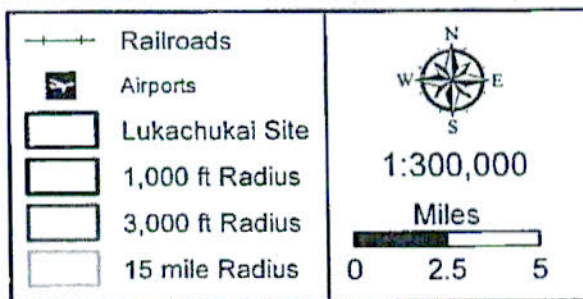
Downloaded from <http://ajph.org/> on November 10, 2014

Base maps are Bad Bug Butte and
Lukachukai, AZ (both 2013),
USGS 7.5' quadrangles.

EnviroSystems Management, Inc.
Environmental Planning • Regulatory Compliance



Copyright © 2013 National Geographic Society, Inc.



Data Source:
 FAA, 2015
 U.S. Census Bureau, TIGER/Line, 2014



Report question: *Within 0.5 miles of a designated sole source aquifer?* no
Modify question by entering a new buffer distance and unit for the selected study area:

miles

Nearest Features to Study Area

Features found: 1

Name	Distance	Units
Glen Canyon - Moab, Utah Aquifer System SSA	137.56	miles

The nearest Sole Source Aquifer (SSA) to the Lukachukai NHA housing site is 137.56 miles away (Glen Canyon - Moab, Utah Aquifer System SSA).



Navajo Nation Environmental Protection Agency
P. O. Box 339, Window Rock, AZ 86515
Phone: 928-871-7690 • Fax: 928-871-7996



Russell Begays,
President

Jonathan Naz,
Vice-President

March 20, 2018

Kristin Miller
Project Manager
ETD., Inc.
2101 N. Fourth Street, Suite 201
Flagstaff, AZ 86004

Re: Environmental Clean Water Act Assessment for Four Housing Subdivision; Steamboat, AZ; Lukachukai, AZ; Forest Lake, AZ; and LeChee, AZ

Dear Mrs. Miller,

Navajo Nation Environmental Protection Agency (NNEPA) Water Quality Program, has reviewed your documents requesting CWA assessment for the four (4) housing subdivisions listed above, housing development that will be funded through HUD's Program.

The four (4) housing subdivisions that have been asked to be reviewed are next to existing subdivision homes and have been established for quite some time with utilities and tenants. (1) Steamboat housing subdivision, is next to a Steamboat Wash and careful review of floodplain and bank stabilization should be considered for this subdivision. CWA determination for this new housing subdivision will not impact any waterways on the Navajo Nation and consequently does not need to request for a CWA § 401 Certification; although when utilities are considered should the new housing development cross the wash adjacent to the homes, please contact our office. (2) Lukachukai housing subdivision, CWA determination for this new housing subdivision will not impact any waterways on the Navajo Nation and consequently does not need to request for a CWA § 401 Certification. Let it be noted the area is within a close proximity of a tributary, again should utilities be considered for development of the subdivision and crossing of tributary for the utilities a CWA § 401 Certification, maybe needed. (3) Forest Lake housing subdivision, CWA determination for this new housing subdivision will not impact any waterways on the Navajo Nation and consequently does not need to request for a CWA § 401 Certification. (4) LeChee housing subdivision, CWA determination for the new housing subdivision will not impact any waterways on the Navajo Nation and consequently does not need to request for a CWA § 401 Certification. There may be a concern for flooding being that this subdivision is in between a two waterway.

Please be aware of the EPA Storm Water Construction General Permit required for construction activities that result in land disturbance of equal to or greater than one (1) acre. In addition, all Navajo Nation environmental laws and regulations should be adhere to.

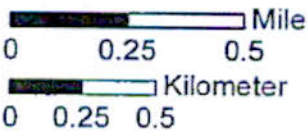
Thank you for contacting Water Quality with your project. If you should have any question please contact me, Lee Anna M. Silversmith at (928) 871-7700, thank you.

Sincerely,

Lee Anna Martinez-Silversmith
Sr. Environmental Specialist/401 Coordinator
NNEPA-Water Quality Program

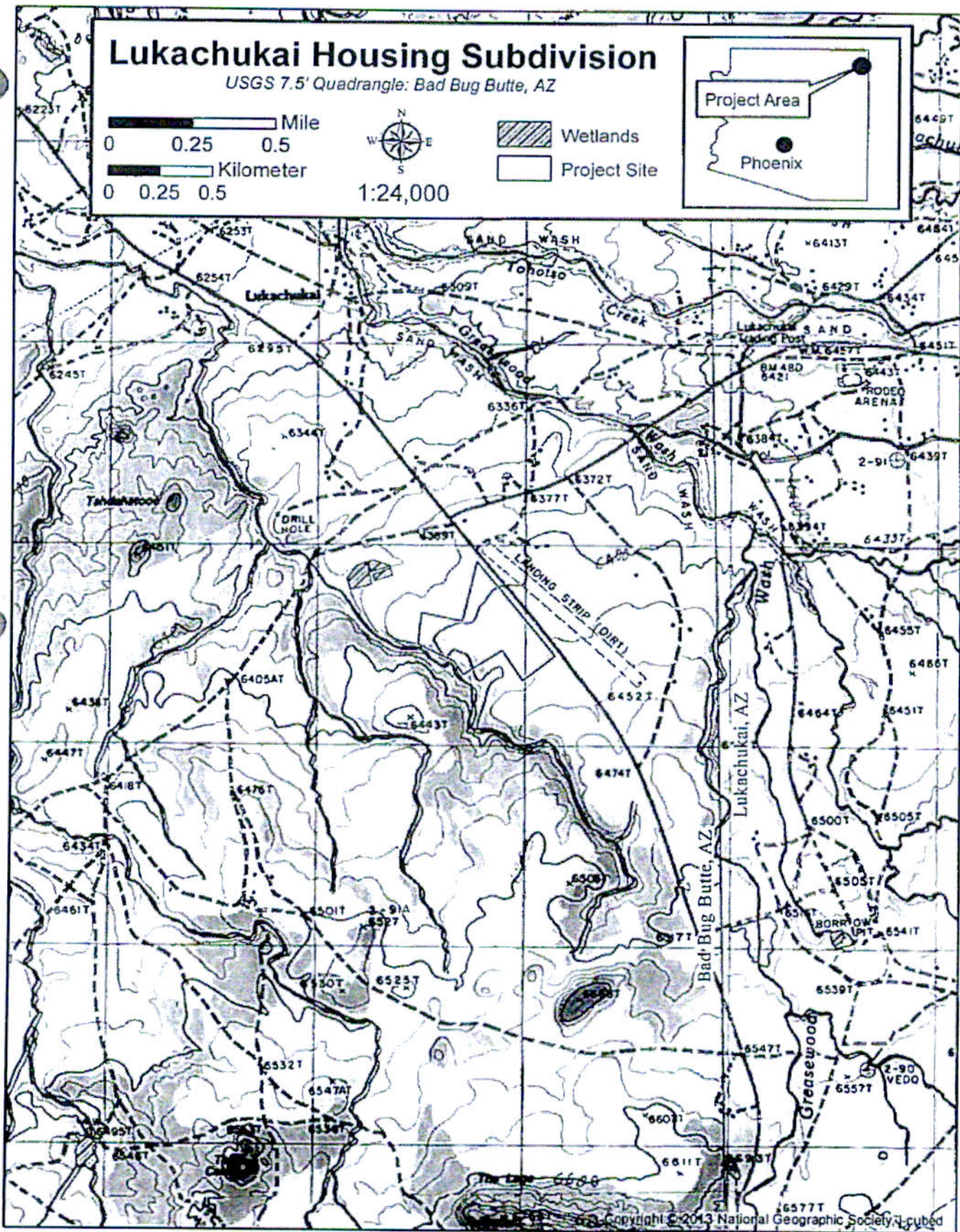
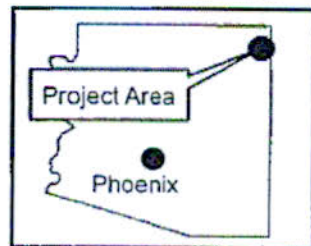
Lukachukai Housing Subdivision

USGS 7.5' Quadrangle: Bad Bug Butte, AZ



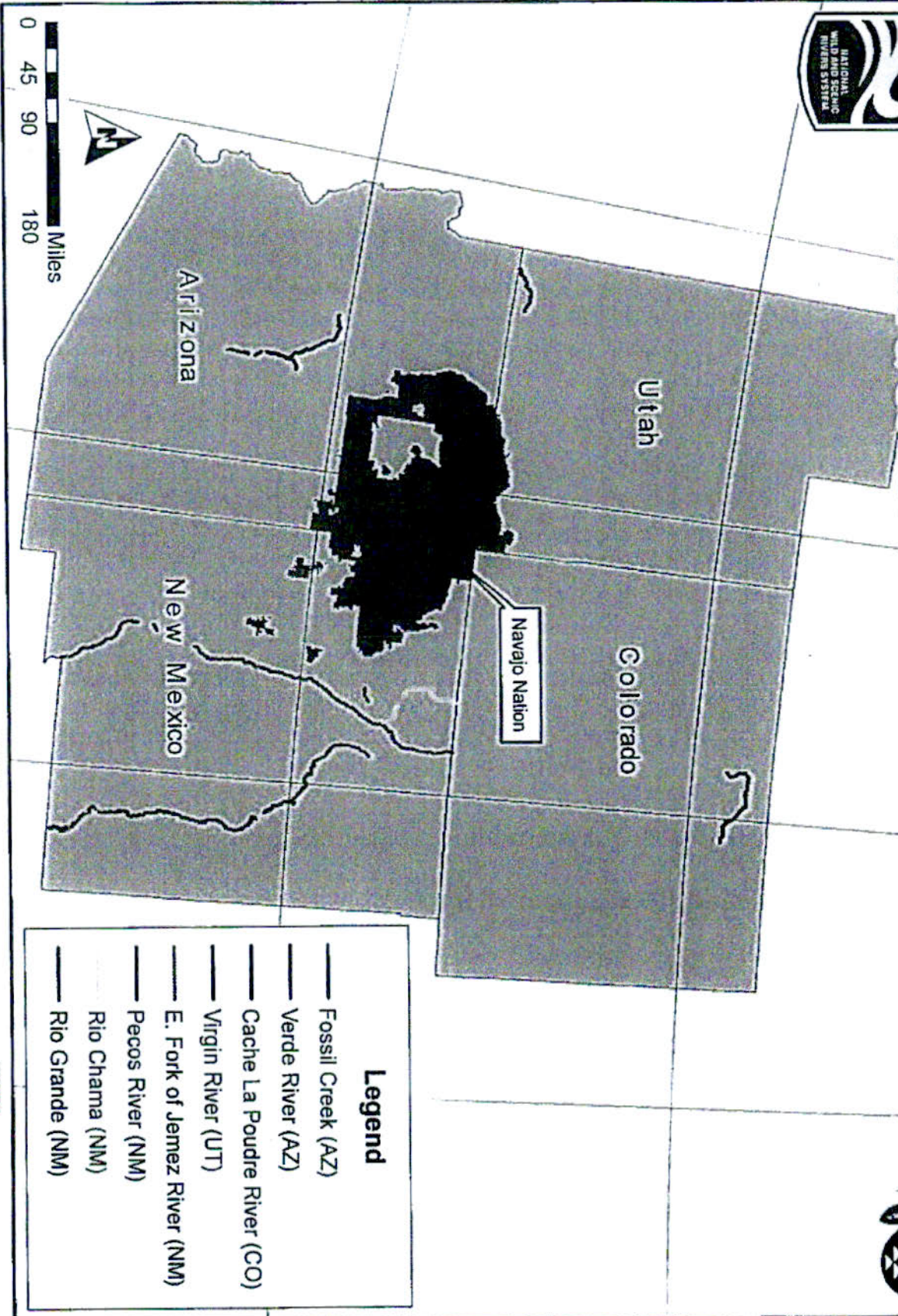
1:24,000

 Wetlands
 Project Site





Wild & Scenic Rivers in the Four Corners



The project site (red) in proximity to Wild and Scenic Rivers in the Four Corners region.
Source: National Wild and Scenic Rivers System. 2015. Maps and GIS Mapping Files. <<http://www.rivers.gov/mapping-gis.php>>. (Date Accessed: August 31, 2015).

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 Five Housing Developments

DESCRIPTION: NHA proposes to develop five (5) housing tracts in multiple locations across the Navajo Nation.

LOCATION: Cornfield-Deerpoint: Sections 26 & 27, T27N R25E, Cornfields, Apache County, Arizona

Forest Lake: Section 4, T33N, R19E, Forest Lake, Navajo County, Arizona

LeChee: Section 20, T40N, R09E, LeChee, Coconino County, Arizona

Lukachukai: Section 31, T35N, R29E, Lukachukai, Apache County, Arizona

Steamboat: Section 14, T27N, R23E, Steamboat, Apache County, Arizona

REPRESENTATIVE: Jean Marie Rieck, EnviroSystems Management, Inc. for CellularOne

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: BE of the Proposed Navajo Housing Authority Five Housing Development Projects/APR 2018/EnviroSystems Management, Inc.

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Areas 3 & 4. Raptor Sensitive Area (RSA) onsite at Cornfields project.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: *Athene cunicularia* (Burrowing Owl) at Cornfields site.

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: Initial ground-disturbing activity (e.g. clearing, grading, leveling, etc.) at the Cornfields site will avoid the Burrowing Owl breeding season of 01 MAR-15 AUG or surveys will precede ground-disturbing activity.

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/07 JUN 2018

COPIES TO: (add categories as necessary)

☐☐

2 NTC § 164 Recommendation:

Signature

Date

☒ Approval

☐ Conditional Approval (with memo)

☐ Disapproval (with memo)

☐ Categorical Exclusion (with request letter)

☐ None (with memo)

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



6/7/18

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

Representative's signature

Date



ENVIRONMENTAL CONSULTING | PROJECT MANAGEMENT | RURAL PLANNING | COMMUNITY RELATIONS

SERVING INDIAN COUNTRY SINCE 1995

ETD-INC.COM

January 26, 2018

Judy Willeto, Range Conservationist
Navajo Nation Department of Agriculture
P.O. Box 4889
Window Rock, Arizona 86515

RE: Environmental Review Compliance Documentation: Protected Farmlands

Dear Ms. Willeto:

ETD, Inc. is preparing five (5) Environmental Assessments under U.S. Housing and Urban Development (HUD) regulations for the Southwest Indian Foundation for five (5) new Navajo Housing Authority (NHA) housing subdivisions. A general location map and aerial maps are attached and below you will find project location information.

Name	Chapter	Center UTM	Legal Location	USGS 7.5' Quadrangle
Cornfields-Deerpoint	Cornfields	622174 E, 3953429 N	T.27N, R.25E, Sec 27	Cornfields, AZ
Steamboat	Steamboat	603340 E, 3956372 N	T.27N, R.23E, Sec. 14	Steamboat Canyon, AZ
Lukachukai	Lukachukai	655741 E, 4029757 N	T.35N, R.29E, Sec. 31	Bad Bug Butte, AZ
Forest Lake	Forest Lake	562401 E, 4016405 N	T.33N, R.19E, Sec. 4	Red Slide Peak, AZ
LeChee	LeChee	459853 E, 4078790 N	T.40N, R.9E, Sec. 20	White Dome, AZ

Datum is WGS84 Zone 12 N

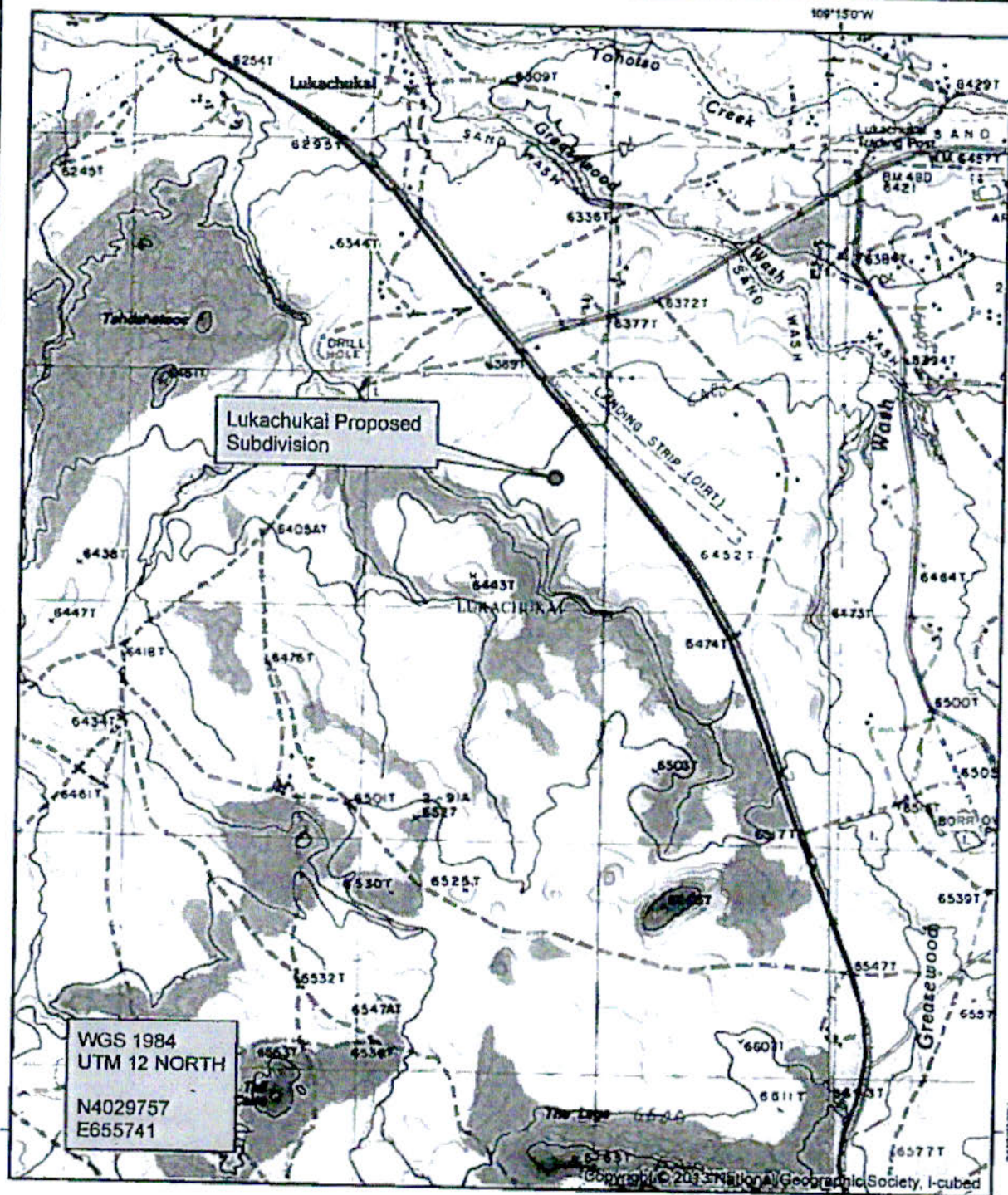
In accordance with the HUD environmental review requirements, project sponsors shall ensure compliance with the Farmland Protection Policy Act (7 CFR Part 658). Based on a field reconnaissance and data from the USDA-NRCS Web Soil Survey, the project areas do not include any prime or unique farmland (see aerial maps). If you concur with our findings, please indicate by signing and returning just this letter to us. Should you have any questions, please contact me at (928) 779-6032 or email me at kmiller@etd-inc.com. Thank you.

Sincerely,

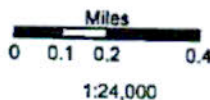
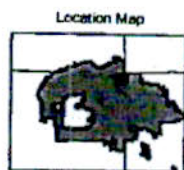
CONCURRENCE

Kristin Miller, Project Manager
ETD, Inc.

Judy Willeto, Range Conservationist
Navajo Nation Department of Agriculture



NAVAJO ABANDONED MINE LANDS RECLAMATION PROGRAM
 Section 31, T35 N, R29 E
 Lukachukai, AZ





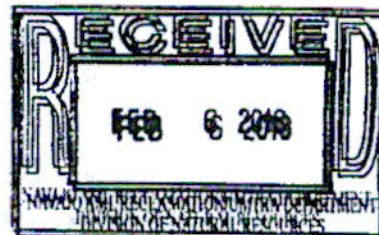
ENVIRONMENTAL CONSULTING | PROJECT MANAGEMENT | RURAL PLANNING | COMMUNITY RELATIONS

SERVING INDIAN COUNTRY SINCE 1995

ETD-INC.COM

January 26, 2018

Madeline Roanhorse, Program Director
Navajo Nation Department of Abandoned Mine Lands
P.O. Box 1875
Window Rock, Arizona 86515



RE: Environmental Review Compliance Documentation: Abandoned Mine Hazards

Dear Ms. Roanhorse:

ETD, Inc. is preparing five (5) Environmental Assessments under U.S. Housing and Urban Development (HUD) regulations for the Southwest Indian Foundation for five (5) new Navajo Housing Authority (NHA) housing subdivisions. A general location and topographic maps are attached. Below you will find project location information.

Name	Chapter	Center UTM	Legal Location	USGS 7.5' Quadrangle
Cornfields-Deerpoint	Cornfields	622174 E, 3953429 N	T.27N, R.25E, Sec 27	Cornfields, AZ
Steamboat	Steamboat	603340 E, 3956372 N	T.27N, R.23E, Sec. 14	Steamboat Canyon, AZ
Lukachukai	Lukachukai	655741 E, 4029757 N	T.35N, R.29E, Sec. 31	Bad Bug Butte, AZ
Forest Lake	Forest Lake	562401 E, 4016405 N	T.33N, R.19E, Sec. 4	Red Slide Peak, AZ
LeChee	LeChee	459853 E, 4078790 N	T.40N, R.9E, Sec. 20	White Dome, AZ

Datum is WGS84 Zone 12 N

HUD's environmental review procedures require that abandoned mines be evaluated for potential hazards to HUD-funded projects. Based on research and a field reconnaissance, no abandoned mine sites are known to occur on or near the proposed subdivisions. If you concur with our findings, please indicate by signing and returning this letter to us. If you have any questions, feel free to call us at (928) 779-6032 or email me at kmiller@etd-inc.com. Thank you for your support in this matter.

Sincerely,

CONCURRENCE

Kristin Miller, Project Manager
ETD, Inc.

Madeline Roanhorse, Program Director
Navajo Nation Abandoned Mine Lands



ENVIRONMENTAL CONSULTING | PROJECT MANAGEMENT | RURAL PLANNING | COMMUNITY RELATIONS

SERVING INDIAN COUNTRY SINCE 1995

MAR - 6 2018

ETD-INC.COM

January 26, 2018

Eugenia Quintana, Department Director
Navajo Nation Environmental Protection Agency
Air and Toxic Department
P.O. Box 339
Window Rock, Arizona 86515

RE: Environmental Review Compliance Documentation: Explosive and Flammable Operations

Dear Ms. Quintana:

ETD, Inc. is preparing five (5) Environmental Assessments under U.S. Housing and Urban Development (HUD) regulations for the Southwest Indian Foundation for five (5) new Navajo Housing Authority (NHA) housing subdivisions. General location, topographic, and aerial maps are attached. Below you will find project location information.

Name	Chapter	Center UTM	Legal Location	USGS 7.5' Quadrangle
Cornfields-Deerpoint	Cornfields	622174 E, 3953429 N	T.27N, R.25E, Sec 27	Cornfields, AZ
Steamboat	Steamboat	603340 E, 3956372 N	T.27N, R.23E, Sec.14	Steamboat Canyon, AZ
Lukachukai	Lukachukai	655741 E, 4029757 N	T.35N, R.29E, Sec. 31	Bad Bug Butte, AZ
Forest Lake	Forest Lake	562401 E, 4016405 N	T.33N, R.19E, Sec. 4	Red Slide Peak, AZ
LeChee	LeChee	459853 E, 4078790 N	T.40N, R.9E, Sec. 20	White Dome, AZ

Datum is WGS84 Zone 12 N

In accordance with the HUD environmental review requirements under 24 CFR 51 Subpart C, project sponsors shall ensure that there is Acceptable Separation Distance (ASD) between proposed HUD-funded projects and any explosive or flammable operations that may impact the project. A field reconnaissance of the project sites and adjoining properties found several 57-gal propane tanks in the backyards of existing NHA homes. The ASD for these tanks were calculated via HUD's online ASD Assessment Tool (<https://www.hudexchange.info/environmental-review/asd-calculator/>). As long as new construction near such tanks has an ASD of 13.37 feet or greater for buildings and 83.85 feet or greater for people, there will be no effect. If you concur with our findings, please indicate by signing and returning this letter to us. Should you have any questions, please do not hesitate to contact me at (928) 779-6032, or by email me at kmiller@etd-inc.com. Thank you.

Sincerely,

Kristin Miller, Project Manager
ETD, Inc.

CONCURRENCE

03-06-18

Eugenia Quintana, Department Director
Navajo Nation Environmental Protection Agency

ASDs are available in the Department's guidebook "Siting of HUD- Assisted Projects Near Hazardous Facilities" and the regulation 24 CFR Part 51, Subpart C. Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature.

Note: Tool tips, containing field specific information, have been added in this tool and may be accessed by hovering over the ASD result fields with the mouse.

Acceptable Separation Distance Assessment Tool

Is the container above ground? Yes: ☒ No: ☐

Is the container under pressure? Yes: ☒ No: ☐

Does the container hold a cryogenic liquefied gas? Yes: ☒ No: ☐

Is the container diked? Yes: ☐ No: ☒

What is the volume (gal) of the container? 57

What is the Diked Area Length (ft)?

What is the Diked Area Width (ft)?

Calculate Acceptable Separation Distance

Diked Area (sqft)

ASD for Blast Over Pressure (ASDBOP)

ASD for Thermal Radiation for People (ASDPPU)

ASD for Thermal Radiation for Buildings (ASDBPU)

ASD for Thermal Radiation for People (ASDPNPD)

ASD for Thermal Radiation for Buildings (ASDBNPD)

83.85

13.37

For mitigation options, please click on the following link: Mitigation Options

The Acceptable Separation Distance (ASD) for the subdivisions that will be constructed next to the existing NHA housing subdivisions is 83.85 feet for people and 13.37 feet for buildings.



THE NAVAJO NATION

RUSSELL BEGAYE
JONATHAN NEZ

MEMORANDUM

TO : David Mikesic, Zoologist
Department of Fish and Wildlife

FROM : 
Gloria M. Tom, Director
Department of Fish and Wildlife

DATE : June 06, 2018

SUBJECT : DELEGATION OF AUTHORITY

I will be on leave on Thursday and Friday, June 07-08, 2018. I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective 8:00 a.m. on Thursday, June 07, 2018. This delegation shall end at 5:00 p.m. on Friday, June 08, 2018.

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

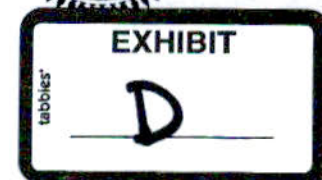
ACKNOWLEDGEMENT

 6/6/18

David Mikesic, Zoologist
Department of Fish and Wildlife

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



Arlinda John, Realty Manager
Realty and Title Department
DCSD/Operations Branch
PO Box 1579
Ft. Defiance, AZ 86504

September 3, 2019

Dear Ms. John

The Land Withdrawal proposal for **8.1089 acres** for the Navajo Housing Authority tract in Lukachukai Chapter Township 35 North, Range 29 East, North ½ Section 31 G.& S.R.M. and Township 18 North, Range 21 West, Section 26, N.M.P.M. in Apache County, is **approved**. This letter stands as notification that Navajo Housing Authority is considered the designated holder of this Land Withdrawal.

NHA must obtain a Master Lease for housing before you are authorized to proceed with construction, operation and maintenance of the 8.1089 acre site for housing.

Thank you for your application to the Navajo Land Department / General Land Development Department. If you have any questions or inquiries please contact the Navajo Land Department at (928)-871-6401

Sincerely,

A handwritten signature in black ink, appearing to read "W. Mike Halona", written over a horizontal line.

W. Mike Halona, Department Manager III
Navajo Land Department
Division of Natural Resources

Document No. 013597Date Issued: 10/16/2019**EXECUTIVE OFFICIAL REVIEW**Title of Document: NHA, Master Lease Lukachukai, Arizona Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: 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: _____ | ☐ | ☐ |

☐ 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:

1. NLD _____ Date: _____ ☐ ☐

2. F&W _____ Date: _____ ☐ ☐

3. HPD _____ Date: _____ ☐ ☐

4. Minerals _____ Date: _____ ☐ ☐

5. DNR _____ Date: _____ ☐ ☐

6. DOJ (ic) Blumenthal Date: 12/12/19 ☒ ☐

7. OPVP 806 Date: 12/30/19 ☒ ☐

8. _____ Date: _____ ☐ ☐



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
12/02/19 @ 1030a
DATE / TIME
☐ 7 Day Deadline
DOC #: 013597
SAS #:
UNIT: N12a

☐ 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:	12/2/2019	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie <i>Orlinda John</i>	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447 or x 6423 <i>759-6338</i>	E-MAIL:	michellehoskie@navajo-nsn.gov

TITLE OF DOCUMENT: EOR#13597 NHA Master Lease Lukachukai, Arizona

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 12-02-19 11:10 AM	REVIEWING ATTORNEY/ADVOCATE: <i>Winn Chue</i> 12-11-19
DATE TIME OUT OF UNIT: 12-12-19 3:30 PM	

DOJ ATTORNEY / ADVOCATE COMMENTS

- Document is legally sufficient.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
<i>June [Signature]</i>	12/12/19	<i>V Blackhart</i>	12/12/19 11:55 AM
DOJ Secretary Called: <i>Michelle</i> for Document Pick Up on 12-12-19 at 3:40 By: <i>CJ</i>			

PICKED UP BY: (Print) DATE / TIME:

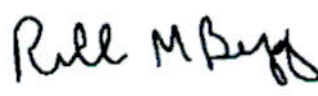
NNDOJ/DRRF-July 2013

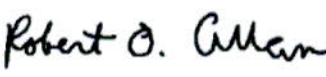
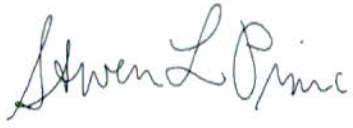
- GUDD -

Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	no comments	No Reply	12-Nov-2019	
Pam Kyselka (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Fish and Wildlife	Approved	1. #18envs102	1. No Reply	31-Oct-2019	
Rebecca Gilchrist (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	01-Nov-2019	
Tamara Billie (Navajo Land Title Data System - Windowrock AZ)	HPD NNHP Reviewer	Historic Preservation Department	Approved	1. HPD-18-444. NHA will ensure protective measures are implemented for the three historic properties.	1. No Reply	08-Nov-2019	

Tier 2 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Leanna Begay (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Fish and Wildlife	Approved	no comments	No Reply	25-Nov-2019	
Richard Begay (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	1. Please note recommendations to avoid significant archaeological resources	1. No Reply	14-Nov-2019	

Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	1	CONDITIONAL: 1) The allocate land description on page 1 of the draft lease indenture needs to be corrected--it should state North one-half (N1/2) of Section 31.	1	No Reply	13-Nov-2019	
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments		No Reply		14-Nov-2019	
W. Mike Halona (NLTDS - Everytt)	DCD Division Director	Navajo Nation	Approved	1	The Master Lease should follow the Home-site Lease Regulations of 2016, Section 20.	1	No Reply	14-Nov-2019	

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Division of Andy Frain Services

761 Shoreline Drive, Aurora, IL 60504 - 1-(331)-208-5133

Version: [10.744](#) [Click the Version Number to Download](#)



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

October 08, 2019

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



**RE: NAVAJO HOUSING AUTHORITY PROJECT NO. AZ12-200
Lukachukai, Arizona**

Dear Ms. Yazzie:

The Navajo Housing Authority (NHA) has obtained an approved Land Withdrawal proposal for 8.1089 acres tract in Lukachukai Chapter. The NHA is desirous of obtaining a valid master lease concurrent with Federal and Tribal guidelines for the purpose of site control of the subdivision tract and the access road.

The Navajo Housing Authority, Realty and Title Department has enclosed a set of proposed Master Lease for Navajo Housing Authority Project AZ12-200 that is located within Lukachukai, Arizona. This proposed lease request is for a new subdivision for **15** Public Rental Units and an access road.

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

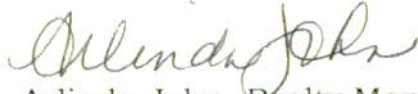
- | | |
|--|----------------|
| 01. Proposed Master Lease (4 sets) | |
| 02. Land Designation Approval correspondence | dated 09/03/19 |
| 03. Survey Plat | dated 05/07/19 |
| 04. Lukachukai Chapter Resolution | dated 04/18/19 |
| 05. Valid Permit Holders Certification Form | dated 10/05/18 |
| 06. Cultural Resources Compliance Form | dated 08/12/19 |
| 07. Biological Resources Compliance Form | dated 06/07/18 |

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 ajohn@hooghan.org.

Sincerely,

NAVAJO HOUSING AUTHORITY



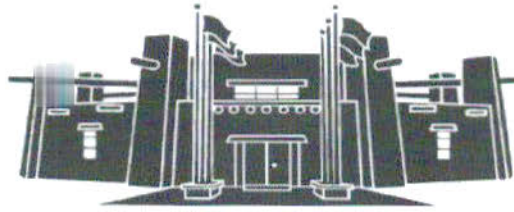
Arlinda John, Realty Manager
Realty and Title Department
Development and Construction Services Division

ACKNOWLEDGE:



Nolen Nelson, Interim Division Director
Development & Construction Services Division
OPERATIONS BRANCH/NHA

Enclosures



MEMORANDUM

TO: Honorable Carl R. Slater
Lukachukai, Round Rock, Tsaile/Wheatfields, Tse Ch'izhi, Rock Point Chapters

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

DATE: March 6, 2020

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING HOUSING PROJECT MASTER LEASE AZ12-200 BETWEEN THE NAVAJO NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING PROJECT WITHIN THE LUKACHUKAI CHAPTER OF THE NAVAJO NATION

I have prepared the above-referenced proposed resolution and associated legislative summary sheet. 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).

You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction. If you have any questions regarding this legislation, call or come into the Office of Legislative Counsel to discuss the matter with me.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0052-20

SPONSOR: Carl Slater

TITLE: An Action Relating to Resources and Development Committee; approving Housing Project Master Lease AZ12-200 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Lukachukai Chapter of the Navajo Nation

Date posted: March 12, 2020 at 4:22pm

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.*

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0052-20

SPONSOR: Honorable Carl Slater

TITLE: An Action Relating to Resources and Development Committee; approving Housing Project Master Lease AZ12-200 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Lukachukai Chapter of the Navajo Nation

Posted: March 12, 2020 at 4:22 PM

5 DAY Comment Period Ended: 3/17/2020

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Inconclusive Comments	<i>None</i>



**Legislative Tracking Secretary
Office of Legislative Services**

3/18/2020 8:10am

Date/Time