

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE

23RD Navajo Nation Council --- Third Year, 2017

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT: APPROVING THE LEASE FOR
BUREAU OF INDIAN AFFAIRS, NAVAJO REGION, FOR THE BRANCH OF FIRE
MANAGEMENT AIR OPERATIONS - HELIBASE AND OTHER RELATED
STRUCTURES ON NAVAJO NATION TRUST LANDS LOCATED AT THE WINDOW
ROCK AIRPORT, APACHE COUNTY, ARIZONA

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS

- A. The lease agreement between the Navajo Nation and Bureau of Indian Affairs (BIA), Navajo Region, is attached hereto and incorporated herein as **Exhibit A**.
- B. The BIA will lease all that tract or parcel of land situated in Window Rock, Navajo Nation, Arizona. Maps are attached and incorporated herein as **Exhibit B**.
- C. The purpose of the lease agreement attached as **Exhibit A**, the BIA shall develop, use and occupy the leased premises for the purpose of developing, constructing and operating a BIA Branch of Fire Management, Air Operations, Helibase and other structures including two helipads, needed to provide services for public health purposes and other necessary safety and rescue activities.
- D. The BIA Branch of Fire Management engages in wildfire suppression activities on the Navajo Nation Reservation, including, but not limited to:

1. Fire suppression, including transporting personnel and providing water drops;
 2. Fire monitoring;
 3. Initial attack;
 4. Prescribed fire and aerial ignition;
 5. Law enforcement limited to non-threatening surveillance and reconnaissance; and
 6. Other administrative and related resource activities.
- E. Executive Official Review was completed and the Department of Justice finds the lease agreement and supporting documents legally sufficient. Executive Official Review documents is attached and incorporated herein as **Exhibit C**.
- F. 25 CFR § 162.420(a)(1)-(2) states, "(a) A business lease of tribal land may allow for any payment amount negotiated by the tribe, and we will defer to the tribe and not require a valuation if the tribe submits a tribal authorization expressly stating that it: (1) has negotiated compensation satisfactory to the tribe; (2) waives valuation; and (2) has determined that accepting such negotiated compensation and waiving valuation is in its best interest.
- G. A waiver of consideration is requested by the BIA for any valuation and rental payments for the leased premises and determined that it has negotiated zero compensation satisfactory to the tribe, further waiving valuation, in accordance with 25 CFR § 162.420(a)(1)-(2).
- H. It is in the best interest of the Navajo Nation to approve the lease between the Navajo Nation and the BIA, Navajo Region, to serve the Navajo Nation in wildland fire suppression activities throughout the reservation. 25 CFR § 162.420(a)(3).

SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the lease on Navajo Tribal Trust lands described in **Exhibit B** and approves the lease agreement between the Navajo Nation and the Bureau of Indian Affairs, Navajo Region attached as **Exhibit A**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby waives any valuation and rental payments for the leased premises and determines that the Navajo Nation has negotiated zero compensation satisfactory to the tribe,

further waiving valuation, pursuant to 25 CFR § 162.420(a)(1)-(2).

- C. The Resources and Development Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to affect the intent and purpose of this resolution.

CERTIFICATION

I, hereby certify that the following resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at NDOT Administrative Complex, Tse Bonito, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained on this 4th day of October, 2017.

A handwritten signature in black ink, appearing to read 'B. Bennett', with a long horizontal stroke extending to the right.

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

Motion: Honorable Leonard Pete
Second: Honorable Walter Phelps



LEASE NO. _____

**THE NAVAJO NATION
and
BUREAU OF INDIAN AFFAIRS
NAVAJO REGION**

THIS LEASE is made and entered into this _____ day of _____, 20____, 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 Bureau of Indian Affairs, Navajo Region, hereinafter called the "Lessee," whose address is P.O. Box 1060, Gallup, New Mexico 87305-1060, in accordance with the provisions of 2 N.N.C. § 501(B)(2)(a) and 25 U.S.C. § 415, 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) "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 et seq.

(B) "Fuel Servicing Vehicle" means bulk storage container onboard a vehicle that is designed or used solely to store and transport aviation fuel for transfer into or from an aircraft.

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

(D) "*Improvement*" means an addition to real property, whether permanent or not; especially one that increases its value or utility or that enhances its appearance.

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

(F) "NNSTA" means the Navajo Nation Storage Tank Act, which is the short title for the Navajo Nation Underground and Aboveground Storage Tank Act, as codified in 4 N.N.C § 1501 et seq. and amended by Council Res. CJA-09-12.

(G) "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

(H) "*Regulated Substance*" means any regulated substance as defined at § 1502 (V) of the NNSTA and RCRA which includes petroleum and petroleum products.

(I) "*Storage Tank*" is any tank which is defined by either of the following subsections:

(1) Any aboveground storage tank as defined at § 1502 (B) of the NNSTA;

or

(2) Any underground storage tank as defined at § 1502 (BB) of the NNSTA;

except that for purposes of this Lease the definition of a Storage Tank@ shall include underground and aboveground tanks that are used to store hazardous waste, as defined under RCRA, in addition to regulated substances.

2. LEASED PREMISES.

For and in consideration of the covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within Window Rock, Navajo Nation (Arizona), more particularly described in Exhibit "A" (legal description), attached hereto and by this reference made a part hereof, containing approximately 6.573 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, is hereinafter called the "Leased Premises." There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises.

3. PURPOSE, UNLAWFUL USES.

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of developing, constructing and operating of a BIA Branch of Fire Management, Air Operations, Helibase and other structures, including two helipads, needed to provide services for public health purposes and other necessary safety and rescue activities. The Lessee's Branch of Fire Management engages in wildfire suppression activities on the Navajo Nation Reservation, including, but not limited to:

- (1) Fire suppression, including transporting personnel and providing water drops;
- (2) Fire monitoring;
- (3) Initial attack;
- (4) Prescribed fire and aerial ignition;
- (5) Law enforcement limited to non-threatening surveillance and

reconnaissance; and

(6) Other administrative and related resource activities.

(B) In accordance with the purposes described in Section 3(a) above, Lessee may use the Leased Premises to engage in helicopter flight services to transport personnel, equipment and/or cargo in support of the Lessee's wildfire suppression activities. Lessee shall also have the right to fence all or any portion of the Leased Premises as may be necessary to conduct its operations.

(C) The Leased Premises shall not be used by Lessee for any purpose other than as described in this Section, 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 shall, under the terms and conditions provided herein, have the right to use a fuel servicing vehicle on the Leased Premises for the purpose of transporting, storing and dispensing aviation fuel.

(E) 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 for a period of twenty (20) years, effective on the date this Lease is approved by the parties. Lessee shall have an option to renew this Lease for another twenty (20) years. Lessee may exercise the option to renew by providing written notice to the Lessor no later than ninety (90) days prior to the expiration of the Lease term.

5. WAIVER OF PAYMENT.

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to waive valuation and rental payments for the Leased Premises as authorized by the Tribal Resolution attached hereto in Exhibit "B."

6. CONDITION OF LEASED PREMISES.

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

7. IMPROVEMENTS.

(A) All buildings and other Improvements on the Leased Premises, including removable personal property and trade fixtures, shall remain the property of Lessee. Lessee shall

comply with all applicable Federal law and Navajo Nation law, only to the extent that Navajo Nation law is consistent with Federal law, with respect to building Improvements. Lessee shall also monitor the transport, use, and disposition of hazardous substances and regulated substances in such buildings and other Improvements to provide for compliance with applicable Federal regulations, Federal law and Navajo Nation law, to the extent that Navajo Nation law is consistent with Federal law.

(B) Prior to termination of this Lease, Lessee shall consult with Lessor to determine whether the buildings and other Improvements on the Leased Premises, including removable personal property and trade fixtures, may be made available to Lessor pursuant to Federal regulations applicable to the donation of Federal excess and surplus property to Indian tribes or tribal organizations for use in connection with a self-determination contract or grant, specifically 25 C.F.R. Part 900, Subpart I.

(C) Should Lessor desire to take title to the Improvements, Lessee shall determine the presence of any hazardous substance activity in accordance with 25 C.F.R. § 900.87(c)(2) and comply with applicable Federal regulations and Federal law regarding conveyance of the property and remedial actions necessary to protect human health and the environment from such hazardous substance activity.

(D) Should Lessor not desire to take title to the Improvements, Lessee shall dispose of said buildings and other Improvements in accordance with applicable Federal regulations and Federal law. Subject to Section 31, Lessee shall restore the Leased Premises to its original state upon termination of this Lease, including any remediation activities that may be required pursuant to applicable Federal regulations, Federal law, and Navajo Nation law, to the extent that Navajo Nation law is consistent with Federal law.

(E) 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.

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, presenting a good appearance both inside and outside the Leased Premises.

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

9. CONSTRUCTION BOND.

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

10. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement on the Leased Premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall give Lessor ten (10) days written notice which must also be posted on the construction site. Lessor hereby authorizes Lessee to post said notices on Lessor's behalf, and Lessee agrees to post said notices ten (10) days prior to commencing any construction.

11. UTILITY SERVICE LINE AGREEMENTS.

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

- (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
- (2) such agreements authorize utility service lines only within the Leased Premises;
- (3) such agreements do not extend beyond the term of this Lease;
- (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor within thirty (30) days of their execution; and
- (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. §§ Part 169.51 through 169.56, including any amendments or successors thereto.

(B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises,

provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise to affect the rights-of-way reserved to Lessor in Section 2 of this Lease.

12. UTILITY CHARGES.

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

13. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein.

14. QUIET ENJOYMENT.

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

15. ENCUMBRANCE.

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

16. VIOLATION.

(A) Time is declared to be of the essence in this Lease. If Lessor determines that a provision of this Lease has been violated, Lessor shall send written notice of the violation to the Lessee in accordance with Section 34 herein. Within ten (10) business days of the receipt of the notice of violation, the Lessee must:

- (1) Cure the violation and notify the Lessor in writing that the violation has been cured;
- (2) Dispute the determination that a violation has occurred; or
- (3) Request additional time to cure the violation with an explanation of why the additional time is necessary.

(B) If a violation is not cured within the ten (10) days, Lessor must determine whether:

- (1) To grant additional time for the Lessee to cure the violation;
- (2) To conduct additional inquiries to determine the validity of the Lessee's objections to the finding that the Lease has been violated; or

(3) To take any action authorized or allowed under applicable law.

(C) If additional time is granted to cure a violation, the Lessee must proceed diligently to complete the necessary corrective actions within a reasonable period from the date on which the Lessor grants the additional time or within the specified time period set forth in the Lessor's written decision to grant additional time.

(D) In accordance with Section 29 herein, the parties agree to use good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.

(E) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies authorized or allowed under applicable law which may be exercised by Lessor or any other rights or remedies authorized or allowed under applicable law now held or which may be held by Lessor in the future.

17. SANITATION.

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

18. HAZARDOUS AND REGULATED SUBSTANCES.

(A) Lessee shall not cause or permit any hazardous or regulated substance to be used, stored, generated or disposed of on or in the premises without first obtaining written consent of the Lessor. Such consent shall be reflected in Section 3 of this Lease.

(B) Lessee's use of a fuel servicing vehicle and any transport of hazardous and regulated substances on the Leased Premises shall comply with:

- (1) Applicable specifications and guidance issued by the Federal Aviation Administration for the storage, handling and dispensing of aviation fuel;
- (2) The United States Department of the Interior/United States Department of Agriculture Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide;
- (3) Federal law applicable to the use, transportation and cleanup of petroleum products, including the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq., 49 C.F.R. Part 172, and RCRA and 40 C.F.R. Parts 261 and 262;

- (4) Codes and standards established by the National Fire Protection Association, including NFPA 407, Standard for Aircraft Fuel Servicing;
And
- (5) Applicable provisions of the NNSTA and NNCERCLA, to the extent those provisions are consistent with Federal law.

(C) Unless otherwise notified by the Lessor, hazardous substances, regulated substances and Storage Tanks are the property of the Lessee who placed them on the property and do not become the property of the Lessor for RCRA or CERCLA purposes or otherwise upon the expiration of the Lease. Lessee is the owner for RCRA, 42 U.S.C. 6991(3), purposes of any Storage Tanks placed on the Leased Premises. Lessee is also the Owner under CERCLA 42 U.S.C. 9607(a) and NNCERCLA §§ 2501(A) and 2503.

(D) Notwithstanding the provisions of this Section, nothing in this Section or this Lease shall be interpreted to indemnify or relieve Lessor for liability or costs arising from Lessor's negligence or willful misconduct relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous or regulated substances, or the release or discharge of any hazardous or regulated substances from the Leased Premises that occurs during the Lease term.

(E) Lessee shall provide the Navajo Nation Environmental Protection Agency and the Risk Management Department of the Navajo Nation with a clear and legible copy of all notices or reports concerning the use of a fuel servicing vehicle, including testing, leakage, or remediation at the premises subject to this Lease which Lessee is required to provide under the NNSTA and, if not already required under the NNSTA, which Lessee is required by applicable law or regulation to provide to the United States Environmental Protection Agency or which Lessee otherwise provides to the United States Environmental Protection Agency. Service of documents shall be by first class mail to:

Storage Tank and Leaking storage Tank Programs
Navajo Nation Environmental Protection Agency
Post Office Box 3089
Window Rock, Navajo Nation (Arizona) 86515

and,

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

or their respective institutional successors.

19. FINANCIAL RESPONSIBILITY.

As an agency of the United States Department of the Interior, Lessee is self-insured. Lessee's commitment to pay any lawful obligation incurred by the Lessee under this Lease is backed by the full faith and credit of the United States.

20. LIABILITY.

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

21. PROPERTY DAMAGE.

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

22. INSPECTION.

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

23. 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.

24. 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, compensation awarded for the taking of the Leased Premises or any part thereof, including any Improvements located thereon, shall be awarded to Lessor as its interests may appear at the time of such taking.

25. DELIVERY OF PREMISES.

(A) At the termination of this Lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and tear excepted.

(B) 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, unless the provisions of Section 28(B), Environmental Audits and Compliance Documents, of this Lease apply.

26. HOLDING OVER.

(A) Except as otherwise provided, 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.

(B) If at the expiration of the term of the Lease, or the expiration of any extension of the term of the Lease, Lessee has not completed all removal and remediation required by this Lease and applicable law, the term of this Lease shall automatically be extended until the Phase Two audit required by this Lease to be performed during the last year of the term of this Lease under Section 28(B), Environmental Audits and Compliance Documents, and any required removal and remediation is completed. Extension of the Lease pursuant to this paragraph does not extend Lessee's right to occupy the premises for purposes of conducting the business activities, described in the provision entitled "Purpose, Unlawful Uses" of the Lease. Rather, extension of the Lease pursuant to this paragraph gives the Lessee or Lessee's agents the right to occupy the leased premises solely for the purposes of performing any necessary environmental audit(s) and any necessary remediation. Lessor may, at its discretion, cancel the Lease extension set forth in this section with or without cause.

27. ATTORNEY'S FEES.

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

28. ENVIRONMENTAL AUDITS AND COMPLIANCE DOCUMENTS.

(A) Entry Audit: If Storage Tanks are located at the Leased Premises, Lessee will supply the Navajo Nation Storage Tank Program with a complete copy of a report of any existing Storage Tank(s) on the Leased Premises in accordance with the NNSTA, to the extent that the NNSTA is consistent with Federal law. The Lessee's report of existing Storage Tanks will be submitted on a form to be provided by the Director of the Navajo Nation Environmental Protection Agency or his/her designee specifying the:

1. Age,
2. Size,

3. Type,
4. Location,
5. Uses of such tank,
6. The type of release detection system and the extent of any known soil or ground water contamination,
7. The material out of which the tank was constructed,
8. Factory tank design specifications,
9. Tank system schematic, and
10. Other pertinent information as may be determined by the Director.

(B) Lessee shall perform at its own cost a Phase Two environmental audit during the last year of the Lease or upon termination of the lease, if earlier, and any other environmental audit(s) during the term of the Lease which Lessor determines, based on probable cause, to be reasonably necessary to ascertain whether environmental contamination by hazardous or regulated substances has occurred.

29. DISPUTE RESOLUTION.

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

30. JURISDICTION AND NO WAIVER OF SOVEREIGN IMMUNITY.

(A) The laws of the Navajo Nation apply to the Leased Premises, except to the extent that those laws are inconsistent or conflict with applicable Federal regulations or other applicable Federal law. As an agency of the United States government, Lessee is subject to Federal laws and nothing in this Agreement shall be construed as requiring Lessee or its employees, agents, or sublessees to violate Federal law.

(B) Nothing in this Lease shall in any way or to any extent limit the right of the United States to rely upon sovereign immunity or any State or Federal statute limiting liability or damages from injuries sustained in connection with the use or occupancy of the designated area under this Lease. Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation or the United States.

31. ANTI-DEFICIENCY ACT.

Implementation of the provisions of this Lease by Lessee is subject to the requirement of the Anti-Deficiency Act, 31 U.S.C. § 1341, and the availability of appropriated funds. Nothing in this Lease will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that Lessee will not be required under this Lease to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

32. HISTORIC PROPERTIES AND CULTURAL ITEMS.

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

33. 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 herefrom, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

34. NOTICES AND DEMANDS.

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

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: 928-871- 4025

To or upon Lessee:

Regional Director
Navajo Region
Bureau of Indian Affairs
United States Department of the Interior
301 West Hill Street
P.O. Box 1060
Gallup, New Mexico 87305

Fax: 505-863-8324

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

delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.

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

35. TERMS BINDING ON EMPLOYEES AND AGENTS.

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

36. AMENDMENT.

The terms and conditions of this Lease may be amended in writing upon the mutual consent of the parties.

37. EFFECTIVE DATE; VALIDITY.

This Lease shall take effect on the date it is approved by the parties. 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 parties.

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

THE NAVAJO NATION, LESSOR

By: 
Russell Begaye, President

Date: 8/25/12

**BUREAU OF INDIAN AFFAIRS -
NAVAJO REGION, LESSEE**

By: _____
Sharon Pinto, Regional Director
Bureau of Indian Affairs
United States Department of the Interior

Date: _____

BIA LEASE APPROVAL:

By: _____
Director, Office of the Assistant Secretary for Policy,
Management and Budget (PMB)
United States Department of the Interior

Date: _____

HORIZONTAL & VERTICAL CONTROL TABLE

STATE PLANE COORDINATES:
NAD-83, AZ EAST, INTERNATIONAL FEET
ELEVATION: NAVD-88 (RECORD-R1) (GRID)

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
X1007	188984.230	102186.171	-	CONVA-250CLOS1987
X1008	188984.230	102186.171	-	CONVA-250CLOS1987
X1009	188984.230	102186.171	-	CONVA-250CLOS1987
X1010	188984.230	102186.171	-	CONVA-250CLOS1987
X1011	188984.230	102186.171	-	CONVA-250CLOS1987
X1012	188984.230	102186.171	-	CONVA-250CLOS1987

SURVEY CONTROL (RECORD-R1) (GROUND)

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
X1007	188984.230	102186.171	-	CONVA-250CLOS1987
X1008	188984.230	102186.171	-	CONVA-250CLOS1987
X1009	188984.230	102186.171	-	CONVA-250CLOS1987
X1010	188984.230	102186.171	-	CONVA-250CLOS1987
X1011	188984.230	102186.171	-	CONVA-250CLOS1987
X1012	188984.230	102186.171	-	CONVA-250CLOS1987

SURVEY CONTROL (MEASURED) (GROUND)

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
X1007	188984.230	102186.171	-	CONVA-250CLOS1987
X1008	188984.230	102186.171	-	CONVA-250CLOS1987
X1009	188984.230	102186.171	-	CONVA-250CLOS1987
X1010	188984.230	102186.171	-	CONVA-250CLOS1987
X1011	188984.230	102186.171	-	CONVA-250CLOS1987
X1012	188984.230	102186.171	-	CONVA-250CLOS1987

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE VICINITY OF WINDOW ROCK, LYING WITHIN A PORTION OF SECTION 17, TOWNSHIP 28 NORTH, RANGE 31 EAST, CL & SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, BEING WITHIN THE BOUNDARIES OF THE NAVAJO NATION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 17, BEING A FOUND 3 1/2" BRASS CAPPED SURVEY MONUMENT MARKED "DEPARTMENT OF INTERIOR, T28N, R31E, S38S17, CADASTRAL SURVEY, 1984, U.S. BUREAU OF LAND MANAGEMENT" FROM WHICH A FOUND BRASS CAPPED SURVEY MONUMENT MARKED "DEPARTMENT OF INTERIOR, T28N, R31E, S38S17, CADASTRAL SURVEY, 1984, U.S. BUREAU OF LAND MANAGEMENT" BEARS NORTH 87°29'58" EAST A DISTANCE OF 2710.80 FEET

THENCE SOUTH 0°42'32" EAST A DISTANCE OF 318.79 FEET TO A POINT BEING A 1" REBAR WITH CAP STAMPED "RLS 1988";

THENCE SOUTH 38°42'47" EAST A DISTANCE OF 338.42 FEET TO A POINT BEING A 1" REBAR WITH CAP STAMPED "RLS 1988";

THENCE SOUTH 47°19'32" WEST A DISTANCE OF 1387.32 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 87°32'37" WEST A DISTANCE OF 287.35 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988"; BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 87°32'37" WEST A DISTANCE OF 25.00 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE NORTH 33°13'43" EAST A DISTANCE OF 1.88 FEET TO A POINT BEING ON A TANGENT CURVE TO THE RIGHT, ALSO BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 42.30 FEET, AN ARC LENGTH OF 14.80 FEET, A CENTRAL ANGLE OF 30°47'21", WITH A CHORD BEARING OF NORTH 67°02'20" EAST, AND A CHORD DISTANCE OF 42.49 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 87°32'47" EAST A DISTANCE OF 28.08 FEET TO A POINT BEING ON A TANGENT CURVE TO THE RIGHT, ALSO BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS OF 87.30 FEET, AN ARC LENGTH OF 48.55 FEET, A CENTRAL ANGLE OF 30°47'21", WITH A CHORD BEARING OF NORTH 67°02'20" EAST, AND A CHORD DISTANCE OF 42.49 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 87°42'47" EAST A DISTANCE OF 138.22 FEET TO A POINT BEING ON A TANGENT CURVE TO THE LEFT, ALSO BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS OF 37.30 FEET, AN ARC LENGTH OF 26.01 FEET, A CENTRAL ANGLE OF 30°47'21", WITH A CHORD BEARING OF NORTH 67°02'20" EAST, AND A CHORD DISTANCE OF 42.49 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE NORTH 47°19'32" EAST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

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THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

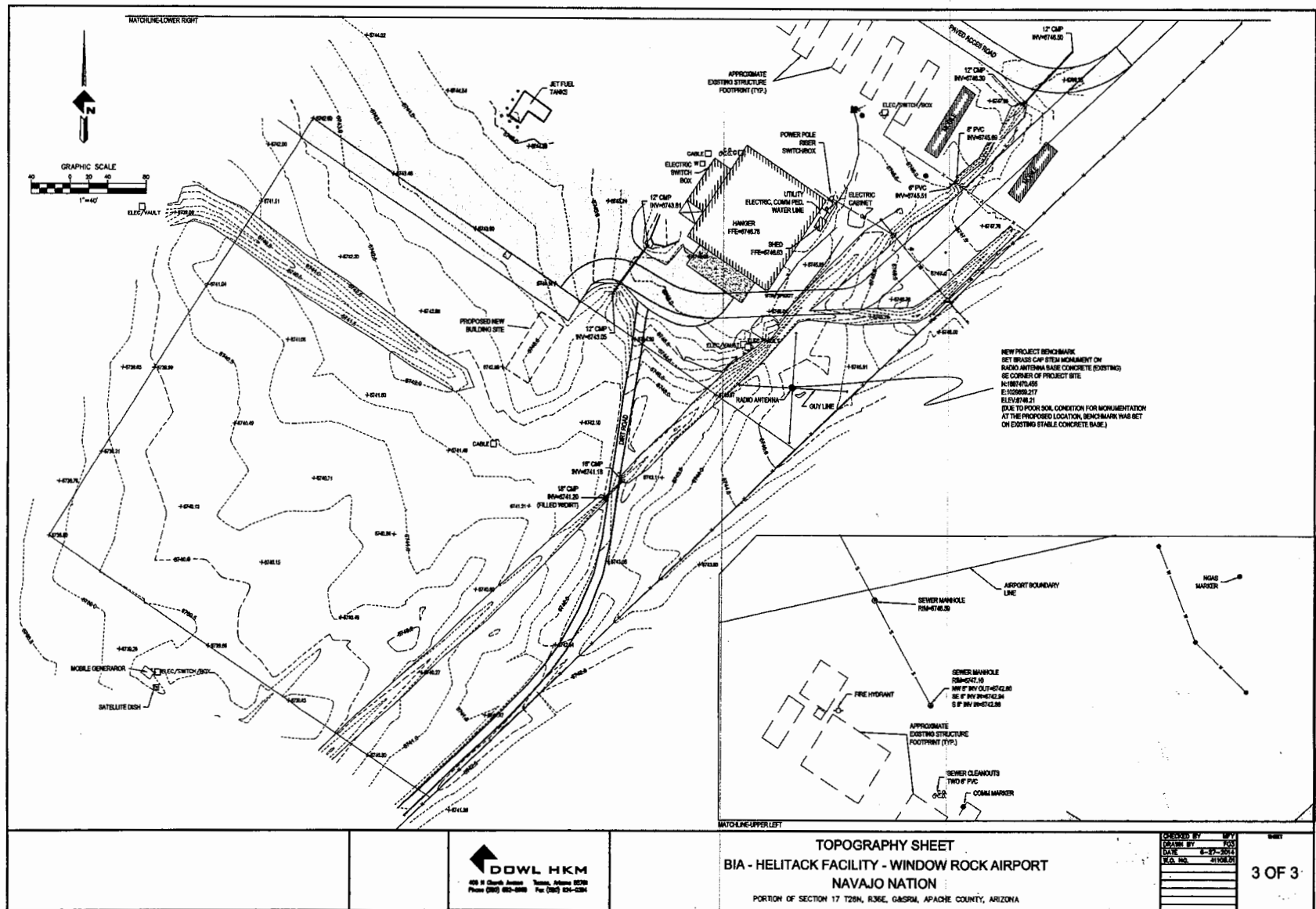
THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

THENCE SOUTH 47°19'32" WEST A DISTANCE OF 348.74 FEET TO A POINT BEING A 1" REBAR WITH ALUMINUM CAP STAMPED "RLS 1988";

BASIS OF SURVEY MEASUREMENT	
HORIZONTAL	
BEARING DIRECTION	ALL BEARINGS ARE GRID BEARINGS, DISTANCES ARE GROUND DISTANCES AND COORDINATES ARE GROUND COORDINATES.
COORDINATE BASIS	STATE PLANE COORDINATES, AZ EAST ZONE - NAD83
COORD REFERENCE	NAD83 DATA SHEETS - PD AC0844, PD AC0842 & AC0843
RESULTS OF SURVEY ADJUSTED PLANES - FED # 110-401 AP (1), PROJ # 264 AP 478 10888 OR - (WINDOW ROCK PORT OF ENTRY)	
LINEAR UNITS	INTERNATIONAL FEET - (1 FOOT = 0.3048 METERS EXACTLY)
CONVERSION	GRID TO GROUND SCALE FACTOR = DIVIDE BY 0.999704487

BASIS OF SURVEY MEASUREMENT	
VERTICAL	
ELEVATION BASE	FOUND MONUMENTS LOCATED AND DIRECTLY MEASURED AT THE FOLLOWING LOCATIONS: A FOUND NGS STEEL ROD IN CASINO LOCATED MID POINT OF WINDOW ROCK AIRPORT. NGS (PD AC0844), PD AC0842, PD AC0843, PD AC0844, PD AC0845, PD AC0846, PD AC0847, PD AC0848, PD AC0849, PD AC0850, PD AC0851, PD AC0852, PD AC0853, PD AC0854, PD AC0855, PD AC0856, PD AC0857, PD AC0858, PD AC0859, PD AC0860, PD AC0861, PD AC0862, PD AC0863, PD AC0864, PD AC0865, PD AC0866, PD AC0867, PD AC0868, PD AC0869, PD AC0870, PD AC0871, PD AC0872, PD AC0873, PD AC0874, PD AC0875, PD AC0876, PD AC0877, PD AC0878, PD AC0879, PD AC0880, PD AC0881, PD AC0882, PD AC0883, PD AC0884, PD AC0885, PD AC0886, PD AC0887, PD AC0888, PD AC0889, PD AC0890, PD AC0891, PD AC0892, PD AC0893, PD AC0894, PD AC0895, PD AC0896, PD AC0897, PD AC0898, PD AC0899, PD AC0900, PD AC0901, PD AC0902, PD AC0903, PD AC0904, PD AC0905, PD AC0906, PD AC0907, PD AC0908, PD AC0909, PD AC0910, PD AC0911, PD AC0912, PD AC0913, PD AC0914, PD AC0915, PD AC0916, PD AC0917, PD AC0918, PD AC0919, PD AC0920, PD AC0921, PD AC0922, PD AC0923, PD AC0924, PD AC0925, PD AC0926, PD AC0927, PD AC0928, PD AC0929, PD AC0930, PD AC0931, PD AC0932, PD AC0933, PD AC0934, PD AC0935, PD AC0936, PD AC0937, PD AC0938, PD AC0939, PD AC0940, PD AC0941, PD AC0942, PD AC0943, PD AC0944, PD AC0945, PD AC0946, PD AC0947, PD AC0948, PD AC0949, PD AC0950, PD AC0951, PD AC0952, PD AC0953, PD AC0954, PD AC0955, PD AC0956, PD AC0957, PD AC0958, PD AC0959, PD AC0960, PD AC0961, PD AC0962, PD AC0963, PD AC0964, PD AC0965, PD AC0966, PD AC0967, PD AC0968, PD AC0969, PD AC0970, PD AC0971, PD AC0972, PD AC0973, PD AC0974, PD AC0975, PD AC0976, PD AC0977, PD AC0978, PD AC0979, PD AC0980, PD AC0981, PD AC0982, PD AC0983, PD AC0984, PD AC0985, PD AC0986, PD AC0987, PD AC0988, PD AC0989, PD AC0990, PD AC0991, PD AC0992, PD AC0993, PD AC0994, PD AC0995, PD AC0996, PD AC0997, PD AC0998, PD AC0999, PD AC1000, PD AC1001, PD AC1002, PD AC1003, PD AC1004, PD AC1005, PD AC1006, PD AC1007, PD AC1008, PD AC1009, PD AC1010, PD AC1011, PD AC1012, PD AC1013, PD AC1014, PD AC1015, PD AC1016, PD AC1017, PD AC1018, PD AC1019, PD AC1020, PD AC1021, PD AC1022, PD AC1023, PD AC1024, PD AC1025, PD AC1026, PD AC1027, PD AC1028, PD AC1029, PD AC1030, PD AC1031, PD AC1032, PD AC1033, PD AC1034, PD AC1035, PD AC1036, PD AC1037, PD AC1038, PD AC1039, PD AC1040, PD AC1041, PD AC1042, PD AC1043, PD AC1044, PD AC1045, PD AC1046, PD AC1047, PD AC1048, PD AC1049, PD AC1050, PD AC1051, PD AC1052, PD AC1053, PD AC1054, PD AC1055, PD AC1056, PD AC1057, PD AC1058, PD AC1059, PD AC1060, PD AC1061, PD AC1062, PD AC1063, PD AC1064, PD AC1065, PD AC1066, PD AC1067, PD AC1068, PD AC1069, PD AC1070, PD AC1071, PD AC1072, PD AC1073, PD AC1074, PD AC1075, PD AC1076, PD AC1077, PD AC1078, PD AC1079, PD AC1080, PD AC1081, PD AC1082, PD AC1083, PD AC1084, PD AC1085, PD AC1086, PD AC1087, PD AC1088, PD AC1089, PD AC1090, PD AC1091, PD AC1092, PD AC1093, PD AC1094, PD AC1095, PD AC1096, PD AC1097, PD AC1098, PD AC1099, PD AC1100, PD AC1101, PD AC1102, PD AC1103, PD AC1104, PD AC1105, PD AC1106, PD AC1107, PD AC1108, PD AC1109, PD AC1110, PD AC1111, PD AC1112, PD 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Document No. 008206

Date Issued: _____

EXHIBIT

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EXECUTIVE OFFICIAL REVIEW

Title of Document: BIA- Branch of Fire & Aviation Mana Heli Contact Name: YAZZIE, ELERINA B

Program/Division: DIVISION OF NATURAL RESOURCES

Email: michellehoskie@frontier.com 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: _____ ☐ ☐

MRH
X

☒ **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 (ic) _____ Date: 8/18/17 ☒ ☐
8. OPVP _____ Date: 8-24-17 ☒ ☐
VP Blum KNT
12

☐ **OTHER:**

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



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM

☐ RESUBMITTAL




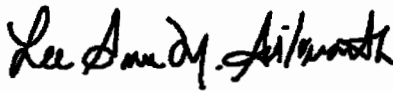


DOJ	
8/15/17	334pm
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	00 8206
SAS #:	
UNIT:	Nm

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

CLIENT TO COMPLETE			
DATE OF REQUEST:	8/15/2017	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447	E-MAIL:	steviehudson@frontier.com
TITLE OF DOCUMENT: BIA - Branch of Fire and Aviation Management HELIPAD			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT:	8.15.17 4pm	REVIEWING ATTORNEY/ADVOCATE:	Imin Chee 8.24.17
DATE TIME OUT OF UNIT: 8.18.17 @ 12:15 PM RJ			
DOJ ATTORNEY / ADVOCATE COMMENTS			
- Document is legally sufficient. The lease is required for this Project & the Terms & Conditions dated 7/21/15 is not required.			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Imin Chee	8/18/17	VBlunkhat	8/18/17 11:45am
DOJ Secretary Called: Stevie for Document Pick Up on 8.18.17 at 11am By: RJ			
PICKED UP BY: (Print)		DATE / TIME:	

NNDJ/DRRF-July 2013

COMPLETED

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Eugenia Quintana EPA (Navajo Land Title Data System - Windowrock AZ)	Air and Toxics - Reviewer	Navajo Nation Environmental Protection Agency	Approved	no comments	No Reply	27-Jun-2017	
Lee Anna Martinez EPA (Navajo Land Title Data System - Windowrock AZ)	Water Quality - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. Please consult with our office, should this project impact the waterway next to the airport the Tse Bonito Wash; a Clean Water Act Section 401 and 404 will be needed. It is recommended that an Topo map be attached along with the development details of the project. The current Window Rock Airport is next to the Tse Bonito Wash and in the past applied for CWA Section 401/404. Please contact our office at (928) 871-7700 or email me at lamartinez@navajo-nnsn.gov. Thank you.	1. No Reply	27-Jun-2017	
Najamh Tariq (Navajo Land Title Data System - Windowrock AZ)	Approver	Department of Water Resources	Approved	no comments	No Reply	20-Jun-2017	
Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. #13BIAA-02	1. No Reply	27-Jun-2017	
Pam Maples EPA (Navajo Land Title Data System - Windowrock AZ)	Storage Tanks Program - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. The Window Rock airport has fuel storage in 2 AST's. The heliport should not be located immediately adjacent to these AST's. 2. There is fuel service at the airport provided by 2 AST's. They should not choose the area	1. No Reply 2. No Reply	23-Jun-2017	

immediately adjacent to the fuel tanks for the helipad.

Patrick Antonio (Navajo Land Title Data System - Windowrock AZ)	Water EPA Quality - Supervisor	Navajo Nation Environmental Protection Agency	Approved	1. The act of approving the land lease is not subject to specific Clean Water Act (CWA) permitting. The plan development on the lease area may be subject to CWA permitting. The documents give no detail on actual construction (e.g., amount of pavement, number of structures, installation of utilities, etc.). Land surface disturbance greater than 1.0 acre requires coverage under the federal Construction General Permit for storm water discharges from construction sites.	1. No Reply	20-Jun-2017
---	--------------------------------	---	----------	--	-------------	-------------

Peter Starn

Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director	DNR Administration	Approved	no comments	No Reply	29-Jun-2017
--	-----------------	--------------------	----------	-------------	----------	-------------

Robert O. Allan

Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Reviewer	Historic Preservation Department	Approved	1. Approved provided that the stipulations for archaeological site AZ-P-24-62 are adhered to.	1. No Reply	22-Jun-2017
--	--------------	----------------------------------	----------	---	-------------	-------------

Tamara Billie

Yolanda Barney (Navajo Land Title Data System - Windowrock AZ)	Public Water System Supervision Program	Navajo Nation Environmental Protection Agency	Approved	1. Please see attached memorandum approving this project.	1. No Reply	22-Jun-2017
--	---	---	----------	---	-------------	-------------

Yolanda Barney

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah N. Becker (FBFA)	FBFA Users	FBFA Action Team	Approved	1. A comment for BIA: please review the comments from NNEPA.	1. No Reply	10-Aug-2017	B N Becker
Richard Begay NNHP (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	29-Jun-2017	Richard M Begay
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	Underground Injection Control - Reviewer	Navajo Nation Environmental Protection Agency	Approved	1. conditional approval based on compliance with all NNEPA and EPA environmental laws applicable to the proposed project.	1. No Reply	30-Jun-2017	Ronnie Ben
Sam Diswood (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	05-Jul-2017	Samuel F. Diswood
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	1. This vote is contingent on the uploaded Terms & Conditions document being permanently included as part of the approval package. Additionally, in the included lease document, on Page 3, there is a reference in Item 5 (Waiver Of Payment) to a "Tribal Resolution attached hereto in Exhibit B" which is just a draft at this time, has not been voted upon by the	1. No Reply	21-Jul-2017	Steven L Prince

RDC, and
therefore is
not included
in the
application
package. slp

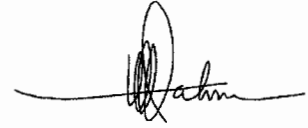
W. Mike Manager III NLD
Halona Navajo Land Administration
(Navajo Land Department
Title Data
System -
Windowrock
AZ)

Approved

*no
comments*

*No
Reply*

30-Jun-2017

A handwritten signature in black ink, appearing to read "W. Mike", with a long horizontal line extending to the left.

**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.: BIA Air Operations Building Construction

DESCRIPTION: The BIA Branch of Fire Management proposes to construct a permanent office building within the Window Rock Airport Compound.

LOCATION: Window Rock Airport Compound, Window Rock, Apache County, Arizona

REPRESENTATIVE: Dominick Chicharello, Navajo Regional Fuels Specialist, BIA Branch of Fire Management

ACTION AGENCY: Bureau of Indian Affairs Navajo Region, Branch of Fire Management

B.R. REPORT TITLE / DATE / PREPARER: BIA Air Operations Building Construction/FEB 2014/Chicharello

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 4.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyzek/12 MAR 2014

COPIES TO: (add categories as necessary)

☐ _____

☐ _____

Received

March 10 2014

**BIA BRANCH OF FIRE
& AVIATION MANAGEMENT**

2. NTC § 164 Recommendation:

☒ Approval

☐ Conditional Approval (with memo)

☐ Disapproval (with memo)

☐ Categorical Exclusion (with request letter)

☐ None (with memo)

Signature

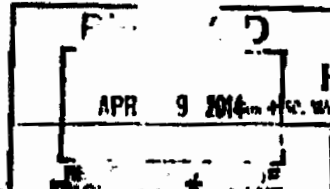
Date

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

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

Representative's signature

Date



THE NAVAJO NATION
HISTORIC PRESERVATION DEPARTMENT

Window Rock, Arizona 86115 Tel. (928) 871-7148 Fax. (928) 871-7446

CULTURAL RESOURCE INVENTORY DETERMINATION FORM

SPONSOR: Joseph Blisle, Jr.,
Facility Management Officer

NNHPD NO. HPD-93-450

ADDRESS: BIA/ Navajo Region - Facility
Management Office

PROJECT NO.: NNAB-93-133 07/AR/2014

PO Box 1060, Gallup, New Mexico 87305

UNDERTAKING: New construction of a Fire Management
Building Office & Utility Line Extensions for NRO-Branch
of Fire Management

REPORT TITLE: A Cultural Resources Inventory of Window Rock Airport

NAVAJO NATION HISTORIC PRESERVATION DEPARTMENT RECOMMENDATIONS:

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



The proposed project is located within an area that has been previously inventoried for cultural resources and documented in the NNHPD report cited above. The previous archaeological inventory found that "No Historic Properties will be Affected" within the area of this undertaking. Archaeological approval is hereby granted for the undertaking within the area noted in attachment(s).

Attachment A (Cultural Resources Compliance Form)

Attachment B (Locational Map)

Attachment C (Copy of Letter / Request from Joseph Blisle, Jr., Facility Management Officer)

1. Installation of a new modular building size, size approximately 28' wide x 68',
2. Water Line Extension - Approximately 800 linear feet of a new 1" PE water service line will be installed,
3. Waste Water Line Extension - Approximately 480 linear feet of new 4" PVC waste water service line including one or two manholes will be installed,
4. Natural Gas Line Extension - Approximately 600 linear feet of new 1" and 2" high density polyethylene (HDPE) natural gas service line will be installed,
5. Under Ground Electrical Line Extension Approximately 450 linear feet of new underground single phase,
6. Under Ground Telephone Line Extension - Approximately 611 linear feet of new underground telephone service line extension will be installed by Frontier Communications.

Attachment D (Site Map of AZ-P-34-62) Stipulations for the site are:

1. Site boundary will be flagged and/or temporarily flagged under the direction of a qualified archaeologist prior to all ground disturbing activities.
2. Site will be avoided by all construction/ground disturbing activities by a minimum of 50-ft from the site boundary.
3. A qualified archaeologist will monitor all ground disturbing activities within 50-ft of the site boundary.
4. A letter/report will be submitted to NNHPD within 30-days of the monitoring activities.



Previous ground disturbance within the last fifty (50) years has modified the surface so extensively that the likelihood of finding any cultural properties is negligible (e.g., within a flood plain).



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



Other

Reviewed by: <i>Tamara Billie</i> , Senior Archaeologist	DATE: March 11, 2014
NOTIFICATION TO PROCEED RECOMMENDED: WITH THE ABOVE CONDITIONS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<i>Tamara Billie</i> Navajo Nation Historic Preservation Department	DATE: 03/11/14
NAVAJO REGIONAL APPROVAL:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<i>Diane S. Hutz</i> Regional Director, Bureau of Indian Affairs	DATE: 3/31/14

Acting

km 3-27-14

DISCOVERY CLAIMS

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 artifacts 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 908.672-7198.



United States Department of the Interior

Bureau of Indian Affairs
Navajo Region
P. O. Box 1060
Gallup, New Mexico 87305



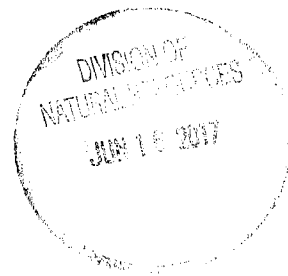
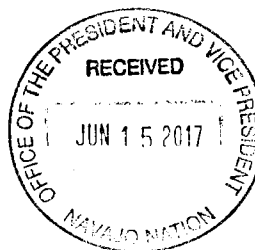
Reply to: N360

JUN 15 2017

Honorable Russell Begaye
100 Parkway
Post Office Box 7440
Window Rock, AZ 86515

Attention: Ms. Bidtah Becker
Division Director, Natural Resources
Post Office Box 7440
Window Rock, AZ 86515

17-9050
JUN 19 2017
~~RECEIVED~~
REVIEW SECTION
GLDD



Dear President Begaye:

Enclosed are supporting documents to initiate the 164 review process regarding the Bureau of Indian Affairs, (BIA) Branch of Fire and Aviation Management Helibase land lease request. The BIA has issued a contract award for the construction on a new Air Operations facility for BIA Wildland Fire. The proposed new facility will support the mission of the wildland fire program in protecting the Nation's community and natural resources.

The supporting documents include:

- 1) A certified Survey/Legal Description of the land to be encumbered
- 2) Environmental Assessment, includes Biological Resource Compliance Form and; Cultural Resource Compliance Form; Approved FONSI
- 3) Letter of Support from the Navajo Nation Air Transportation
- 4) Lease Agreement for Execution
- 5) Proposed Resolution for Approval

The BIA, Navajo Region appreciates your support in guiding this process. We look forward to working closely with the Nation and its Navajo Division of Transportation, Airport Facility. For further information, please contact Mr. Dale Glenmore at (505) 863 - 8440 or Ms. Cheryl Curley, Tribal Operation's Specialist at (505) 863 - 8207.

Sincerely,

Acting Regional Director, Navajo



THE NAVAJO NATION

Navajo Air Transportation Dept.

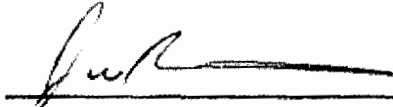
P.O. BOX 706 • WINDOW ROCK, AZ 86515 • TEL: (928) 871-6466 • FAX: (928) 871-6484

BEN SHELLY
PRESIDENT

RFX LEE JIM
VICE-PRESIDENT

MEMORANDUM

TO : Mike Halona, Program Manager III
Navajo Land Department

FROM : 
Joseph Berardesco, Air Transportation Director
Air Transportation Department
Division of General Services

DATE : October 8, 2014

SUBJECT : FIRE BASE

This memorandum is in reference to the Bureau of Indian Affairs (BIA) helicopter firefighting base which will be located at the Window Rock Airport (RQE). The addition of this state of the art BIA fire base to the airport community will enhance safety to the entire Navajo Nation. This base will allow BIA to have a permanent fixture for the dispatch of firefighting aircraft to combat wild fires in the local area. I can assure you that the location of the base will not interfere with any operations being conducted at the airport. Navajo Air Transportation welcomes this fire base and will assist in any way possible to ensure the success of this endeavor.

If you need further information about this matter, you may call our office at 928-871-6466. Thank you.



THE NAVAJO NATION
ENVIRONMENTAL PROTECTION AGENCY

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



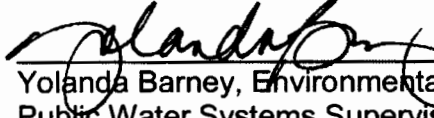
Russell Begaye
President

Jonathan Nez
Vice President

June 22, 2017

MEMORANDUM

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

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

SUBJECT: DOCUMENT No. 008206

The Navajo Nation Environmental Protection Agency's Public Water Systems Supervision Program ("PWSSP") reviewed Document No. 008206: Bureau of Indian Affairs Branch of Fire and Aviation Management Helibase; construction on a new Air Operations facility for BIA Wildland Fire. Project No. N-14-T64, Water System at Torreon, McKinley County, New Mexico. PWSSP recommends approval of this document.

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

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

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

xc: PWSID#NN0403000
DWWP#NN04180018
PWSSP files



United States Department of the Interior

Bureau of Indian Affairs
Navajo Region
P. O. Box 1060
Gallup, New Mexico 87305

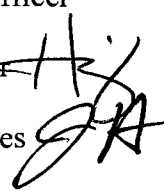


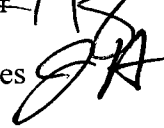
MC 460: Branch of Environmental Quality Act Compliance & Review

MAY 31 2017

Memorandum

To: Dale Glenmore, Regional Fire Management Officer

From: Harrilene Yazzie, Regional NEPA Coordinator 

Through: John Halliday, Deputy Director – Trust Services 

Subject: Navajo Helibase Facility Finding of No Significant Impact Amendment Request
for Navajo Helibase Facility (EA-14-047) **EA-17-18361**

In response to the memorandum requesting an amended Finding of No Significant Impact (FONSI) for the Navajo Helibase Facility (EA-14-047) dated May 15, 2014, the Branch determined that the exiting environmental assessment is sufficient and has issued a FONSI.

In accordance with 43 CRF §46.120, the Branch has determined that existing environmental assessment (EA-14-047) adequately analyzed the proposed action and that there is no new information that would result in significantly different environmental effects. The only change is the proposed action from “land withdrawal” verses “land lease” and all other impacts of the proposed action would remain the same. The first page of the FONSI has been reflects the changes. All other information from the former FONSI remains the same.

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

Enclosure

FINDING OF NO SIGNIFICANT IMPACT
ENVIRONMENTAL ASSESSMENT, EA-17-18361
BUREAU OF INDIAN AFFAIRS – REGIONAL FIRE MANAGEMENT OFFICE

BUREAU OF INDIAN AFFAIRS

Location: Window Rock-New Mexico, AZ, NM, Quadrangle, USGS 7.5 Minute Series Map
Section 17, T17N, R31E, G&SRM&B & NMPM
Window Rock, Apache County, Arizona

The proposed action is approval by the Bureau of Indian Affairs (BIA) for a land lease (not a land withdrawal) to the Bureau of Indian Affairs (BIA), Navajo Region, Branch of Fire Management to construct, operate, and maintain a permanent helibase facility. The helibase facility will consist of two helipads and parking lot within the existing Window Rock Airport Compound in Window Rock, Apache County, Arizona. The building site will include a 7,500 square-foot building and two 400 square-foot land pad area. The project will affect approximately 7 acres of Navajo Tribal Trust lands located in Window Rock, Apache County, Arizona. The project is sponsored by the BIA Regional Fire Management Office, Fire and Aviation Management, Gallup, New Mexico.

The BIA issued a Finding of No Significant Impact (FONSI) previously for a proposed land withdrawal action verses a land leasing action. In accordance with 43 CRF §46.120, the Branch has determined that existing environmental assessment (EA-14-047) adequately analyzed the proposed action and that there is no new information that would result in significantly different environmental effects. The only change is the proposed action from “land withdrawal” verses “land lease” and all other impacts of the proposed action would remain the same. The first page of the FONSI has been reflects the changes. All other information from the former FONSI remains the same (attached).

The environmental assessment (EA) was reviewed in the Division of Environmental, Cultural and Safety Management, Navajo Regional Office. Based on the environmental assessment and the mitigation measures specified in the document, it is determined that the proposed project will not have a significant impact on the natural and human environment. Therefore, in accordance with the National Environmental Policy Act, Section 102 (2) (C), an environmental impact statement will not be required.



Regional NEPA Coordinator

5/31/2017

Date



Curley, Cheryl <cheryl.curley@bia.gov>

Re: 164 Requests - General Info.

1 message

elerina yazzie <elerina_yazzie@frontier.com>

Tue, May 30, 2017 at 7:40 PM

To: "Curley, Cheryl" <cheryl.curley@bia.gov>, John Halliday <john.halliday@bia.gov>, Bidtah Becker <bidtahbecker@navajo-nsn.gov>, Irvin Chee <ichee@nndoj.org>

DIVISION OF
NATURAL RESOURCES
JUN 16 2017

The following would complete your packet:

1. Letter of application
2. Survey with legal description
3. Biological Resources Compliance Form (BRCF)
4. Cultural Resources Compliance Form (CRCF)
5. Letter from Navajo Nation Air Transportation, acknowledging that 6 plus acres will be leased by BIA.
6. Lease

Elerina Yazzie, Department Manager
General Land Development Department
NAVAJO NATION
P.O. Box 69
St. Michaels, AZ 86511
Ph. (928) 871-6447
Business Cell. (928) 797-0002

On Tuesday, May 30, 2017, 4:39 PM, Curley, Cheryl <cheryl.curley@bia.gov> wrote:

Good afternoon,

To ensure we are including a complete packet for 164 requests, is there a checklist on the requirements and/or guidelines your office uses? Can you send me a sample or copy?

This will be most helpful. Thank you,

Cheryl Curley

Tribal Operation's Specialist
Navajo Region, BIA
P.O. Box 1060
Gallup, New Mexico 87301
Office Phone: 505-863-8207
Cheryl.Curley@bia.gov

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