

## LEGISLATIVE SUMMARY SHEET

Tracking No. 0019-20

**DATE:** January 17, 2020

**TITLE OF RESOLUTION:** PROPOSED STANDING COMMITTEE RESOLUTION;  
AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE;  
APPROVING HOUSING PROJECT MASTER LEASE NM15-30 BETWEEN THE  
NAVAJO NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING  
PROJECT WITHIN THE TWIN LAKES CHAPTER OF THE NAVAJO NATION

**PURPOSE:** The purpose of the resolution is to approve Master Lease NM15-30 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Twin Lakes Chapter of the Navajo Nation.

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

5-DAY BILL HOLD PERIOD: 2800  
Website Posting Time/Date: 4:39 PM 01-22-20  
Posting End Date: 1/27/20  
Eligible for Action: 1/28/20

PROPOSED NAVAJO NATION COMMITTEE RESOLUTION  
24<sup>th</sup> NAVAJO NATION COUNCIL—Second Year, 2020

INTRODUCED BY

  
Primary Sponsor

TRACKING NO. 0019-20

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING  
HOUSING PROJECT MASTER LEASE NM15-30 BETWEEN THE NAVAJO  
NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING PROJECT  
WITHIN THE TWIN LAKES CHAPTER OF THE NAVAJO NATION

BE IT ENACTED:

**Section One. Authority**

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

**Section Two. Findings**

- A. The proposed Master Lease NM15-30 between the Navajo Nation and the Navajo Housing Authority for a housing project within the Twin Lakes Chapter is attached hereto as **Exhibit A**.
- B. The proposed Master Lease NM15-30 regarding 8.704 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 Advisory Committee Resolution ACMY-154-72 (amended by ACJN-244-73)  
2 withdrew land for housing development within the Twin Lakes Chapter. It is  
3 attached as **Exhibit D**.

4 E. The proposed Master Lease NM15-30 has been reviewed through Executive  
5 Official Review Document Number 012402. Executive Official Review Document  
6 Number 012402 is attached as **Exhibit E**.

7  
8 **Section Three. Approval**

9 A. The Resources and Development Committee of the Navajo Nation Council hereby  
10 approves the Housing Project Master Lease NM15-30 between the Navajo Nation  
11 and the Navajo Housing Authority for a housing project within the Twin Lakes  
12 Chapter of the Navajo Nation as found at **Exhibit A**.

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

**Twin Lakes, New Mexico  
NM15-30**

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

**1. DEFINITIONS.**

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

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

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

**2. LEASED PREMISES.**

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated with in **Twin Lakes Chapter** of the Navajo Nation, (County of **McKinley**, State of **New Mexico**), a tract of land situate within the Northwest Quarter (NW1/4) of Section 16, Township 17 North, Range 18 West of the New Mexico Principal Meridian. Said **Navajo Housing Authority Project, NM15-30** is more particularly described in Exhibit "A", attached hereto and by this reference made a part here

of, containing approximately 8.7104 acres, more or less, together with right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, hereinafter called the "Leased Premises". There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises.

### **3. USE OF PREMISES; GENERAL PLAN.**

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing and operating a Housing Project and its appurtenances, including constructing and operating appropriate related residential and public facilities such as roads, utilities, playgrounds, multi-purpose buildings, day care centers, ceremonial structures, laundry facilities, police, fire and medical facilities and other like facilities, consistent with a General Plan developed and approved in accordance with subsection (B) of this Section, known as Project No. NM15-30.

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

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

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

### **4. TERM.**

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

### **5. RENTAL.**

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

### **6. CONDITION OF LEASED PREMISES.**

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

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

## **7. IMPROVEMENTS.**

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

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

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

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

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

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

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

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

## **9. UTILITY SERVICE LINE AGREEMENTS.**

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

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

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

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

(4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with 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 NORTHWEST QUARTER (NW 1/4) OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 18 WEST OF THE NEW MEXICO PRINCIPLE MERIDIAN, IN THE VICINITY OF TWIN LAKES, MCKINLEY COUNTY, NEW MEXICO, AND IS IN LAND MANAGEMENT DISTRICT NO. 14 OF THE NAVAJO NATION. SAID TRACT OF LAND IS DESIGNATED AS TWIN LAKES NAVAJO HOUSING AUTHORITY (NHA) PROJECT NO. NM 15-30, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP 17 NORTH, RANGE 18 WEST, A FOUND B.L.M. CADASTRAL SURVEY BRASS CAP MONUMENT, DATED 1987;

THENCE, S 13°13'00" E, A DISTANCE OF 275.128 METERS TO A FOUND NO. 5 REBAR, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, N 89°42'11" E, A DISTANCE OF 235.828 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER), FROM WHICH NGS MONUMENT "COY" BEARS N 63°14'19" E, A DISTANCE 19,139.496 METERS;

THENCE, S 00°28'53" E, ON THE WESTERLY BOUNDARY OF NHA PROJECT NO. NM 15-27, A DISTANCE OF 149.307 METERS TO A SET NO. 4 REBAR WITH A YELLOW PLASTIC CAP, MARKED "WHPACIFIC 7482" (NMPLS KIM C. STELZER);

THENCE, S 89°41'32" W, A DISTANCE OF 236.286 METERS TO A FOUND NO. 5 REBAR WITH A YELLOW PLASTIC CAP, MARKED "NHA";

THENCE, N 00°18'20" W, ON THE EASTERLY BOUNDARY OF NHA PROJECT NO. NM 15-69, A DISTANCE OF 149.351 METERS TO THE POINT OF BEGINNING;

THE DESCRIBED ENCLOSED AREA COMPRISING OF 3.5250 HECTARES [8.7104 ACRES], MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UNDERGROUND UTILITIES LOCATED THEREIN.



## LEGAL DESCRIPTION

A TRACT OF LAND SITUATE WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 18 WEST OF THE NEW MEXICO PRINCIPLE MERIDIAN, IN THE VICINITY OF TWIN LAKES, MCKINLEY COUNTY, NEW MEXICO, AND IS IN LAND MANAGEMENT DISTRICT NO. 14 OF THE NAVAJO NATION. SAID TRACT OF LAND IS DESIGNATED AS TWIN LAKES NAVAJO HOUSING AUTHORITY (NHA) PROJECT NO. NM 15-30, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP 17 NORTH, RANGE 18 WEST, A FOUND B.L.M. CADASTRAL SURVEY BRASS CAP MONUMENT, DATED 1987;

THENCE, S 13°13'00" E, A DISTANCE OF 275.128 METERS TO A FOUND NO. 5 REBAR, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

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THE DESCRIBED ENCLOSED AREA COMPRISING OF 3.5250 HECTARES [8.7104 ACRES], MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UNDERGROUND UTILITIES LOCATED THEREIN.

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



ROUTING: COPIES TO

XX NNHHPD  
REAL PROPERTY MGT/330  
NHA

NNHPD NO. 06-200 REVISED  
OTHER PROJECT NO.  
NHA 05-52  
NM15-27/30/69(691)

PROJECT TITLE: A Cultural Resources Inventory of a Proposed Individual Lot Survey Plat of **Sixty-Seven** Homeownership and Public Rental Units Within an Existing Subdivision Tract at Twin Lakes, McKinley County, New Mexico.

LEAD AGENCY: HUD/NHA

SPONSOR: Navajo Housing Authority – **Operations Branch**, P.O. Box 1579, Fort Defiance, Arizona 86504

PROJECT DESCRIPTION: The proposed undertaking will involve the survey of individual lot plat of **sixty-seven** homeownership and public rentals; and the construction of any future standardize development by modernizing, renovating, and rebuilding burnt units of sixty-five existing houses including the upgrade of any associated facilities. Minimal or extensive ground disturbance, both surface and subsurface, may be expected from the use of heavy equipment. The proposed tract measures 1,729.63 ft (527.19 m) x 490.00 ft (149.35 m) x 1,985.34 ft (605.13 m) x 552.71 ft (168.47 m). The area of potential effect therefore equals approximately 1,414,719.94 sq ft (131,427.48 sq m) or 32.48 ac (13.14 ha).

LAND STATUS: Tribal Trust

CHAPTER: Twin Lakes

LOCATION: T.17N, R.18W, Sections 16 & 17, NMPPM; Twin Lakes Quadrangle, New Mexico, McKinley Co., 7.5' series (topographic).

PROJECT COMPLIANCE ANALYST: Karen A. Tilden  
NAVAJO ANTIQUITIES PERMIT NO.: B05823

DATE INSPECTED: 11/14/05

DATES OF REPORT: 1/17/06; **2/14/19**

TOTAL ACREAGE INSPECTED: 35.26 ac (14.27 ha)

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

LIST OF CULTURAL RESOURCES FOUND: (1) In-Use Area (IUA)

LIST OF ELIGIBLE PROPERTIES: None

LIST OF NON-ELIGIBLE PROPERTIES: (1) In-Use Area (IUA)

LIST OF ARCHAEOLOGICAL RESOURCES: None

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected.

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

FORM PREPARED BY: *Karen A. Tilden*

FINALIZED: February 24, 2006: **February 14, 2019 REVISED**

Notification to Proceed Recommended:  
Conditions:

Yes XX No \_\_\_\_\_  
Yes \_\_\_\_\_ No XX

*Thomascita Morris* 2/15/19  
Thomascita Morris Date  
Compliance Coordinator-Operations Branch, NHA

NNHHPD Approval/Concurrence:

Yes X No \_\_\_\_\_

*Richard Begay* 03/04/19  
Richard Begay, Department Manager Date  
Navajo Nation Heritage & Historic Preservation Officer

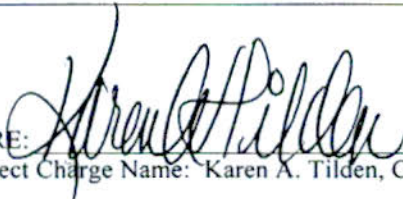
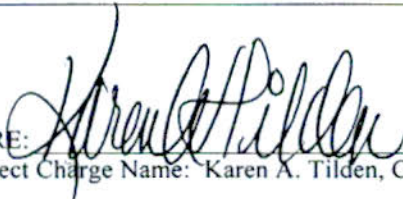
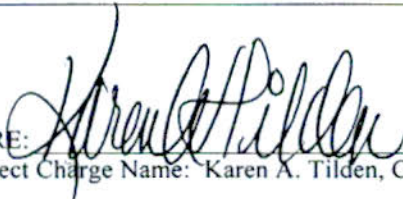


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FEB 19 2019

N.N. HERITAGE & HISTORIC PRESERVATION DEPT  
ADMINISTRATION

ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)

1. HPD REPORT NO. <b>HPD-06-200 REVISED</b>	2. (FOR HPD USE ONLY)	3. RECIPIENTS ACCESSION NO.								
4. TITLE OF REPORT: A Cultural Resources Inventory of a Proposed Individual Lot Survey Plat of <b>Sixty-Seven</b> Homeownership and Public Rental Units Within an Existing Subdivision Tract at Twin Lakes, McKinley County, New Mexico.		5. FIELDWORK DATE: November 14, 2005								
AUTHOR (S): Karen A. Tilden		6. REPORT DATES: January 17, 2006; <b>February 14, 2019</b>								
7. CONSULTANT NAME AND ADDRESS: Gen'l Charge: <b>Karen A. Tilden, Compliance Analyst</b> Org. Name: <b>NHA-Operations Branch/Environmental Clearance Program</b> Org. Address: P.O. Box 1579 Fort Defiance, Arizona 86504 Phone: (928) 729-6618		8. PERMIT NO. B05823								
		9. CONSULTANT REPORT NO. NHA 05-52								
10. SPONSOR NAME AND ADDRESS: Ind. Responsible: <b>Thomascita Morris, Compliance Coordinator</b> Org. Name: <b>NHA-Operations Branch/Environmental Clearance Program</b> Org. Address: P.O. Box 1579 Fort Defiance, Arizona 86504 Phone: (928) 729-6618		11. SPONSOR PROJECT NO. <b>NM15-27/30/69(691)</b>								
		12. AREA OF EFFECT: 32.48 ac (13.14 ha) AREA OF SURVEYED: 35.26 ac (14.27 ha)								
13. LOCATION (MAP ATTACHED): See Fig. 1										
<table border="0"> <tr> <td>a. Chapter: Twin Lakes</td> <td>e. Land Status: Navajo Tribal Trust</td> </tr> <tr> <td>b. Agency: Fort Defiance</td> <td>f. UTM Center: Zone 12; See Supplement Sheet</td> </tr> <tr> <td>c. County: McKinley</td> <td>g. Area: T.17N, R.18W, See Supplement Sheet, NMPM</td> </tr> <tr> <td>d. State: New Mexico</td> <td>h. 7.5' Series Map Name: Twin Lakes, N. Mex., 1963 (photorevised 1979)</td> </tr> </table>			a. Chapter: Twin Lakes	e. Land Status: Navajo Tribal Trust	b. Agency: Fort Defiance	f. UTM Center: Zone 12; See Supplement Sheet	c. County: McKinley	g. Area: T.17N, R.18W, See Supplement Sheet, NMPM	d. State: New Mexico	h. 7.5' Series Map Name: Twin Lakes, N. Mex., 1963 (photorevised 1979)
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d. State: New Mexico	h. 7.5' Series Map Name: Twin Lakes, N. Mex., 1963 (photorevised 1979)									
14. REPORT /X/ OR SUMMARY (REPORT ATTACHED) //										
<table border="0"> <tr> <td>a. Description of Undertaking: See Supplement Sheet</td> </tr> <tr> <td>b. Existing Data Review: See Supplement Sheet</td> </tr> <tr> <td>c. Area Environmental &amp; Cultural Setting: See Supplement Sheet</td> </tr> <tr> <td>d. Field Methods: See Supplement Sheet</td> </tr> </table>			a. Description of Undertaking: See Supplement Sheet	b. Existing Data Review: See Supplement Sheet	c. Area Environmental & Cultural Setting: See Supplement Sheet	d. Field Methods: See Supplement Sheet				
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b. Existing Data Review: See Supplement Sheet										
c. Area Environmental & Cultural Setting: See Supplement Sheet										
d. Field Methods: See Supplement Sheet										
15. CULTURAL RESOURCE FINDINGS: One in-use area (IUA) was inventory during the NHA 05-52 inventory; no other cultural resources were encountered or identified.										
<table border="0"> <tr> <td>a. Location/Identification of Each Resource: See Supplement Sheet</td> </tr> <tr> <td>b. Evaluation of Significance of Each Resource (above): See Supplement Sheet</td> </tr> </table>			a. Location/Identification of Each Resource: See Supplement Sheet	b. Evaluation of Significance of Each Resource (above): See Supplement Sheet						
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b. Evaluation of Significance of Each Resource (above): See Supplement Sheet										
16. MANAGEMENT SUMMARY (RECOMMENDATIONS): A determination of "no historic properties affected" is recommended for the proposed undertaking.										
17. CERTIFICATION:										
<table border="0"> <tr> <td>SIGNATURE: </td> <td>DATE: <b>February 14, 2019</b></td> </tr> <tr> <td colspan="2">General/Direct Charge Name: Karen A. Tilden, Compliance Analyst</td> </tr> </table>			SIGNATURE: 	DATE: <b>February 14, 2019</b>	General/Direct Charge Name: Karen A. Tilden, Compliance Analyst					
SIGNATURE: 	DATE: <b>February 14, 2019</b>									
General/Direct Charge Name: Karen A. Tilden, Compliance Analyst										

SUPPLEMENT SHEET (AIRS FORM)

INVENTORY OF A PROPOSED INDIVIDUAL LOT SURVEY PLAT OF **SIXTY-SEVEN** HOMEOWNERSHIP & PUBLIC RENTAL UNITS W/IN AN EXISTING SUBDIVISION TRACT AT TWIN LAKES, NM.

NHA 05-52

13. LOCATION: See Figure 1 for locational map.

f. & g. UTM CENTER & AREA: Below are UTM coordinates and legal descriptions for the existing subdivision tract (see Figure 1).

<u>Corners</u>	<u>Points</u>	<u>Northing</u>	<u>Easting</u>	<u>Section</u>	<u>Quarters</u>
Northwesterly	A	3953782	701795	17	NE/NE
Southwesterly	B	3953635	701715	"	"
Northeasterly	C	3953806	702331	16	NW/NW
Southeasterly	D	3953639	702325	"	SW/NW

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

14. REPORT:

a. DESCRIPTION OF UNDERTAKING: The sponsor, the Navajo Housing Authority (NHA), requested a cultural resources inventory of a proposed individual lot survey plat of **sixty-seven** homeownership and public rental units within an existing subdivision tract at Twin Lakes, New Mexico. Also, to construct any future standardize development by modernizing, renovating, and rebuilding burnt units of eighty-four existing houses including the upgrade of any associated facilities. Minimal or extensive ground disturbance, both surface and subsurface, may be expected from the use of heavy equipment. The proposed tract measures 1,729.63 ft (527.19 m) x 490.00 ft (149.35 m) x 1,985.34 ft (605.13 m) x 552.71 ft (168.47 m). The area of potential effect therefore equals approximately 1,414,719.94 sq ft (131,427.48 sq m) or 32.48 ac (13.14 ha). The lead agency for the proposed construction is the Housing Urban Development – Navajo Housing Authority.

b. EXISTING DATA REVIEW: Archival records at the Navajo Nation Historic Preservation Department (NNHPD) indicated that twelve archaeological survey projects (87-034, 88-198, 88-578, 90-062, 90-190, 90-131, 90-613, 96-687, 03-354, 03-354.1, 03-354.2, and 04-1143) have been previously conducted, but no archaeological sites have been recorded, within an approximate 500 ft (152 m) radius of the current project area.

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

Van Valkenburgh, Richard F.

1974 Navajo Sacred Places. In Navajo Indian III edited by Clyde Kluckhohn, pp. 9-199. Garland Publishing, New York, New York.

c. AREA ENVIRONMENTAL AND CULTURAL SETTING: The proposed project area is located within the Tohatchi Flats of the San Juan Basin at elevations ranging between 6,340 ft (1,932 m) and 6,360 ft (1,939 m) above mean sea level. The area is located approximately 1,000 ft (304.8 km) east of Twin Lakes Chapter House and along south of Indian Route N19. The predominant vegetation in the area includes domestic shade trees, saltbush, rabbitbrush, broom snakeweed, Russian thistle, blue grama, and other various desert land grasses. The surface sediment is a tan sandy clay loam with sandstone outcrops, cobblestone deposits, and imported gravel. Other than small unnamed drainages, the major water source in the area is Black Creek located approximately 1½ mi (2.4 km) northwest of the project area. Dogs and cats were the only domesticated animals noted during the survey; various native birds were the only non-domesticated animals observed. The surrounding area has been impacted by livestock, the development of scattered homesites, NHA housing, business sites, church sites, educational sites, a community cemetery, windmills, water tanks, sewage lagoons, sewer lines, waterlines, powerlines, fence lines, gas pipelines, U.S. Highway 491, Indian Route N19, and secondary roads.

d. FIELD METHODS: The requested archaeological survey was conducted by K.A. Tilden of the Navajo Housing Authority (NHA) on November 14, 2005. The project area has been previously impacted by existing residential area (IUA #1). Once the corners were located, a Class III pedestrian inventory was performed by walking zigzag transects with adjacent points spaced approximately 15 m apart within the proposed project. A 50 ft (15 m) wide cultural buffer zone was added to the four sides of the existing subdivision tract. Thus, the total area inventoried equaled approximately 1,536,161.94 sq ft (142,709.44 sq m) or 35.26 ac (14.27 ha).

Also, as part of the archaeological inventory, a brief interview was conducted in English and Navajo on previous projects with Twin Lakes Chapter House official and local residents regarding Traditional Cultural Properties (TCPs) in and around

SUPPLEMENT SHEET (AIRS FORM)

INVENTORY OF A PROPOSED INDIVIDUAL LOT SURVEY PLAT OF **SIXTY-SEVEN** HOMEOWNERSHIP & PUBLIC RENTAL UNITS W/IN AN EXISTING SUBDIVISION TRACT AT TWIN LAKES, NM.

NHA 05-52

the project area. In addition, sufficient notes were gathered on the environmental and cultural setting; and for evaluation of the in-use area in and around the survey area.

15. CULTURAL RESOURCE FINDINGS:

a. LOCATION/IDENTIFICATION OF EACH RESOURCE: One in-use area (IUA) was identified during the NHA 05-52 inventory; no other cultural resources were identified or encountered. In keeping with the Navajo Nation's policy to respect the property and privacy rights of its people, the IUA was not fully recorded, but features were noted in sufficient detail to allow for their assessments as archaeological resources. **IUA #1** consists of a 1970s NHA homeownership and public rental subdivision area; including **sixty-seven** beige/gray/tan/maroon stucco wood-frame houses, sheds, wood piles, clothesline, satellite dishes, children play area, abandoned vehicles, travel trailers, trash containers, dog houses, wood/metal scraps, landscaping, domestic shade trees, fire hydrants, paved streets, fence lines, waterlines, powerlines, telephone lines, sewer lines, and gas pipelines.

b. EVALUATION OF SIGNIFICANCE OF EACH RESOURCE (ABOVE): The in-use area (**IUA #1**) are less than 50 years old and they are not distinctive enough to justify waiving the 50-year age guideline of the National Register of Historic Places. Being less than 100 years old, they do not meet the definition of an archaeological resource as required for protection under the Archaeological Resources Protection Act (ARPA). Some if not all of the existing homes were blessed prior to occupation; therefore, they are considered protectable under the American Indian Religious Freedom Act (AIRFA). However, the sixty-five NHA homeownership and public rentals have all prior requested service, and do not believe the proposed construction will compromise any sacred qualities associated with the homes.

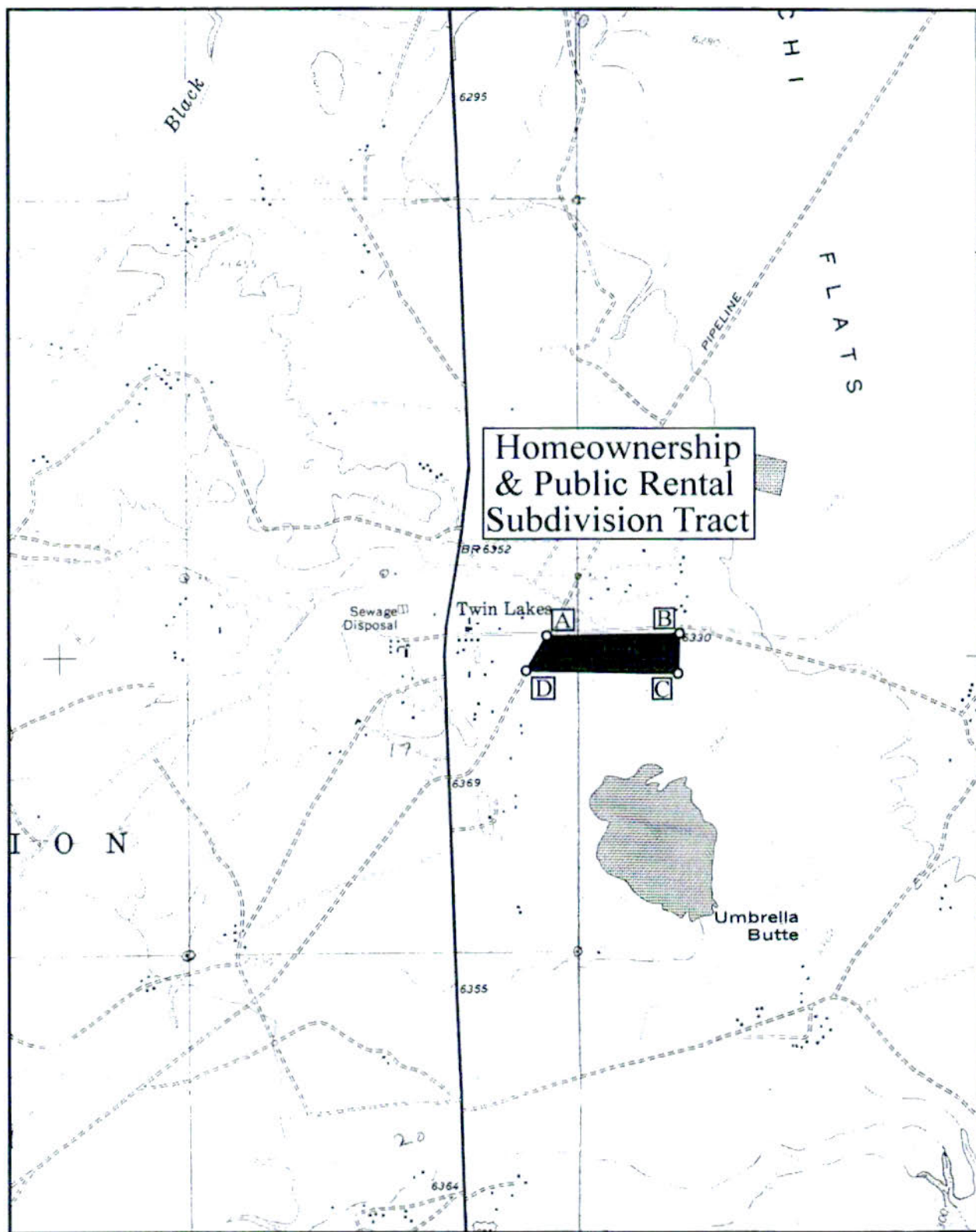


Figure 1. Locational map of an existing subdivision tract and of IUA #1 (NHA 05-52). Letters correspond to UTM coordinates. USGS 7.5' series map reference: Twin Lakes, N. Mex., 1963, (photorevised 1979); T.17N, R.18W, Sections 16 & 17, NMPM.

### Proposed Guidelines for Treatment of Discovery Situations

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

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

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

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

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

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

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

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

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

# NHA

Hooghan—Center of Family Growth, Strength and Beauty

## NAVAJO HOUSING AUTHORITY

January 29, 2016

Pamela A. Kyselka, Environmental Reviewer  
Navajo Nation Department of Fish and Wildlife  
Natural Heritage Program  
PO Box 1480  
Window Rock, AZ 86515

**Re: Four Modernization Projects**

Dear Ms. Kyselka:

As mentioned in the Resolution of the Resources Committee of the Navajo Nation Council (RCMA-34-03) under Exceptions, project activities within a previously withdrawn area do not require a Biological Evaluation Report. Navajo Housing Authority is conducting an environmental analysis pursuant to the National Environmental Policy Act (NEPA) for the development of an environmental document. The purpose of this scoping letter is to provide your office with project-specific information, and to obtain concurrence with our determination that the project will have no effect on Threatened & Endangered Species.

The proposed undertaking will involve modernization in the form of either renovation activities or demolition/reconstruction activities of existing homeownership and public rental units including the upgrade of any associated facilities i.e. street, utilities and perimeter fencing. Within the leased area, there are instances where vacant lots exist and NHA intends to fill these vacant lots with either homes or playground areas for youth. NHA will continue all maintenance activities within the subdivision. Other activities that will occur include individual lot surveys and individual lot fencing for clientele master leases. Finally, during construction activities, a temporary fenced construction yard will exist within the leased area. The yard will contain storage of materials and machinery. Minimal or extensive ground disturbance, both surface and sub-surface, may be expected from the use of heavy equipment.

Project Number	Quad Map with Legal Location	Center of Project UTM (NAD 83)	Total Acreage
NM15-27/28A/69-2	Twin Lakes, NM Sec-16 & 17 T17N R18W NMPM	0701994E 3953917N Zone 12	+35.26
NM15-81/82/318	Jones Ranch School, NM Sec-17 T12N R20W NMPM	0683958E 3905528N	+20
NM15-65/651/110/111	Sonsela Buttes, NM Sec-6 T20N R20W NMPM	0678794E 3985837N	+15.037
AZ12-83	Tuba City, AZ	0479383E 3998894N	+16.151

	Sec-21 & 28 T32N R11E GSRPM	0479519E 3998207N	
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If you have any questions concerning these proposed projects or if you need any further information, please do not hesitate to call me at (928) 729-6612.

Sincerely,

*Thomascita Morris*

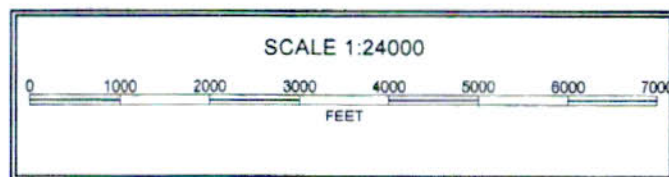
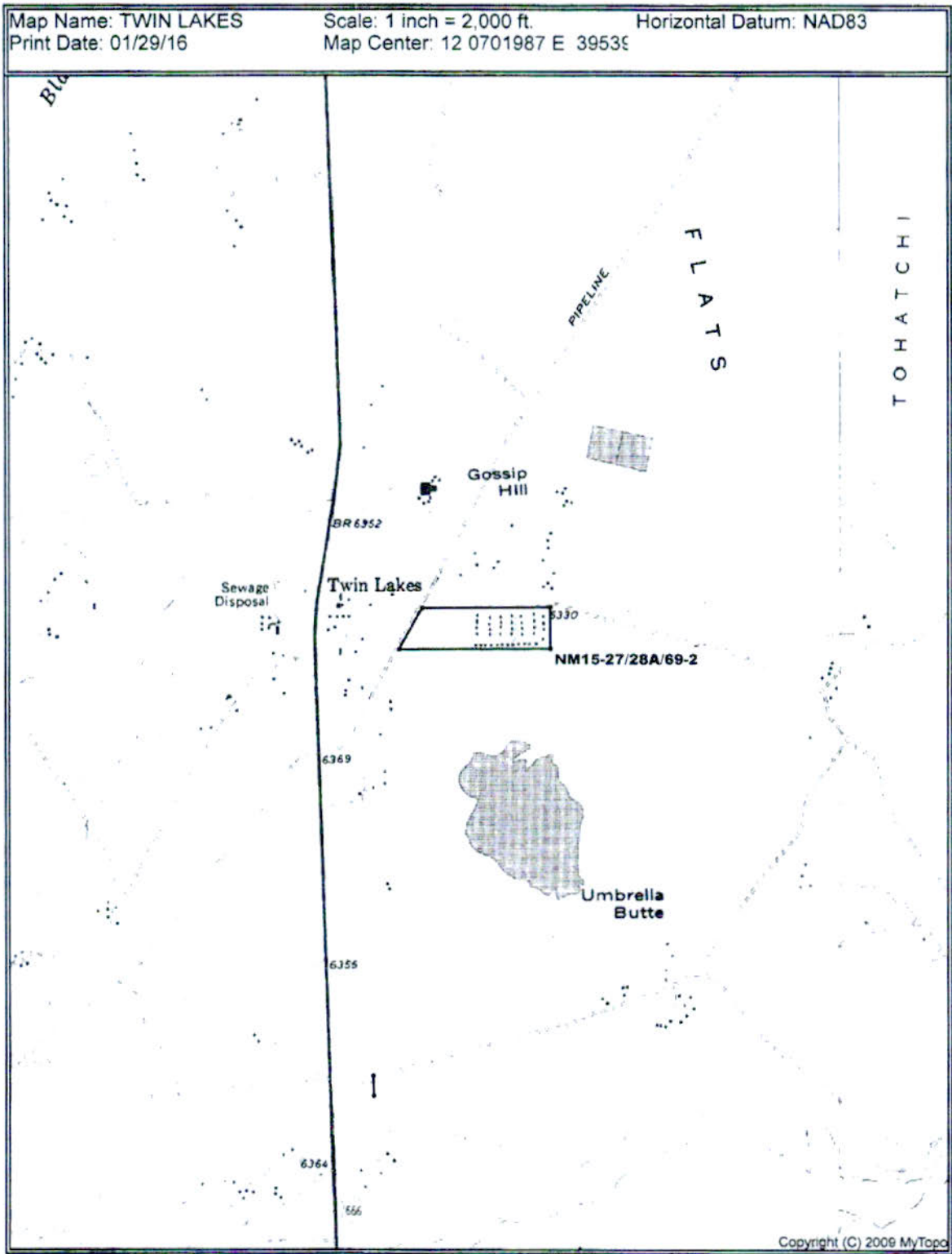
Thomascita Morris, Compliance Coordinator  
NHA- Operations Branch/Environmental Clearance Program  
PO BOX 1579  
Fort Defiance, AZ 86504

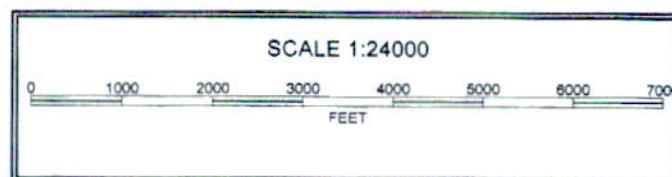
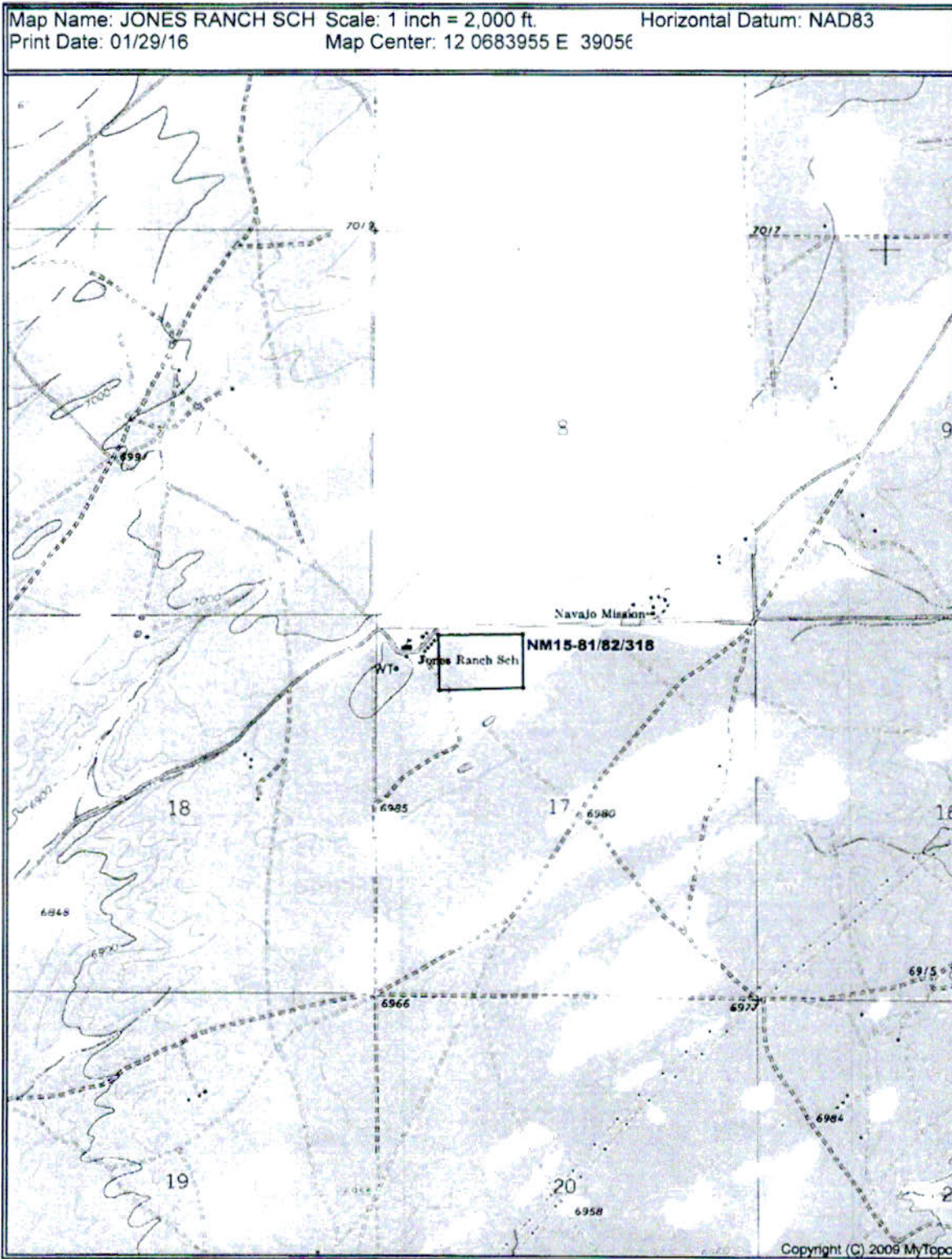
CONCURRENCE:

---

Gloria Tom, Director  
Navajo Nation Fish & Wildlife Department

Attachment: Project Map





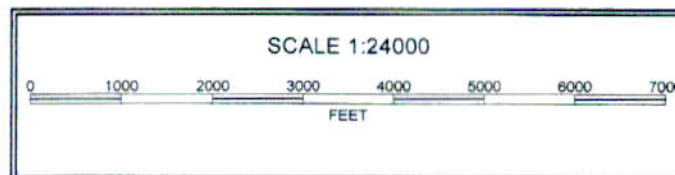
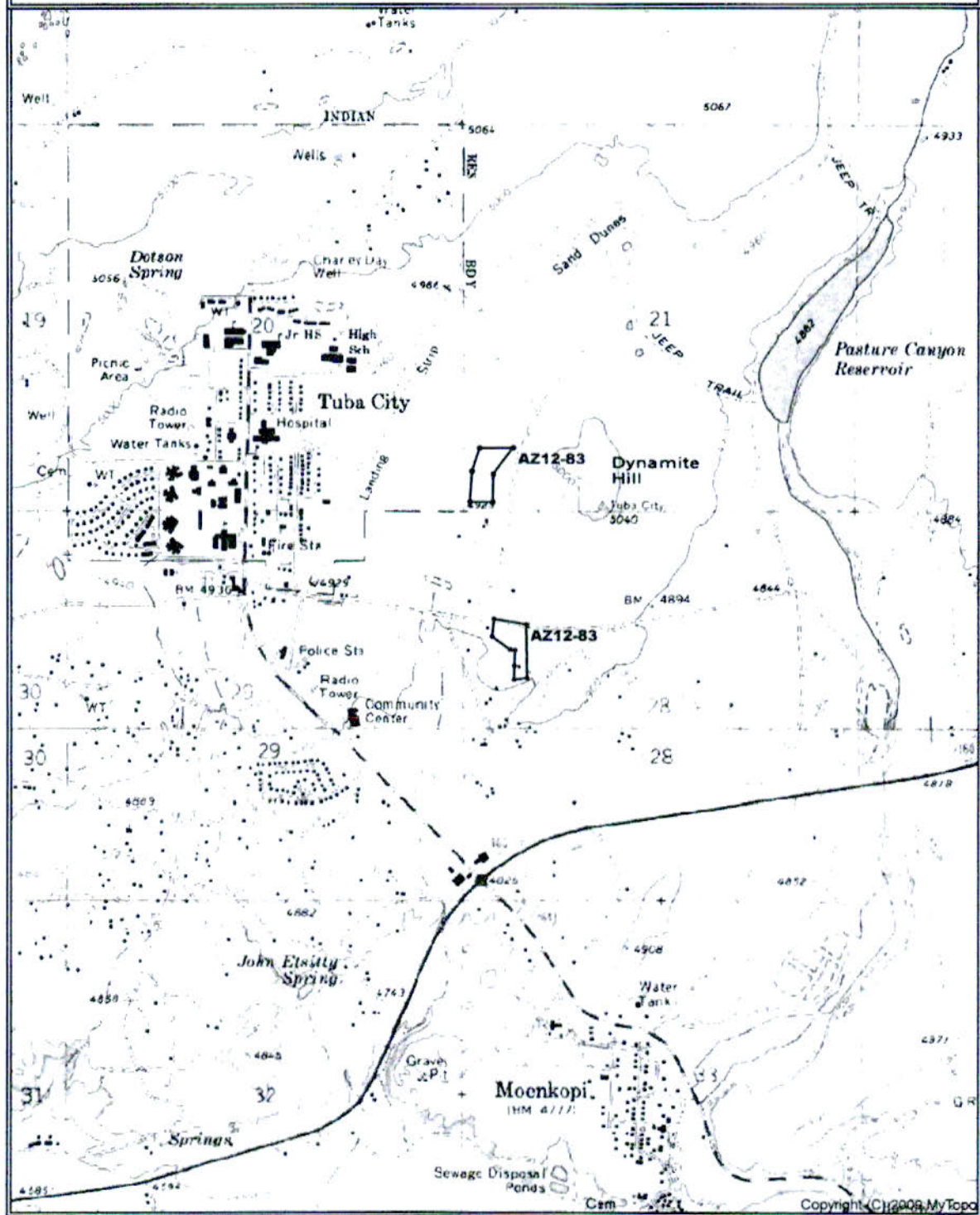
Map Name: SONSELA BUTTES Scale: 1 inch = 2,000 ft. Horizontal Datum: NAD83  
Print Date: 01/29/16 Map Center: 12 0678812 E 39858



Map Name: TUBA CITY  
Print Date: 01/29/16

Scale: 1 inch = 2,000 ft.  
Map Center: 12 0479422 E 39984

Horizontal Datum: NAD83



**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 Four (4) Modernization Projects

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

Project Number	Location	UTM (NAD 83)	Total Acreage
NM15-27/28A/69-2	Sec-16 & 17 T17N R18W NMPM	0701994E 3953917N	+35.26
NM15-81/82/318	Sec-17 T12N R20W NMPM	0683958E 3905528N	+20
NM15-65/651/110/111	Sec-6 T20N R20W NMPM	0678794E 3985837N	+15.037
AZ12-83	Sec-21 & 28 T32N R11E GSRPM	0479383E 3998894N	+16.151
		0479519E 3998207N	

**LOCATION:** Scattered subdivisions throughout the Navajo Nation, Arizona & New Mexico

**REPRESENTATIVE:** Thomasita Morris, Compliance Coordinator, Navajo Housing Authority

**ACTION AGENCY:** Navajo Housing Authority

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

**SIGNIFICANT BIOLOGICAL RESOURCES FOUND:** Area 3 & 4.

**POTENTIAL IMPACTS**

**NESL SPECIES POTENTIALLY IMPACTED:** NA

**FEDERALLY-LISTED SPECIES AFFECTED:** NA

**OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES:** NA

**AVOIDANCE / MITIGATION MEASURES:** NA

**CONDITIONS OF COMPLIANCE\*:** NA

**FORM PREPARED BY / DATE:** Pamela A. Kyselka/02 FEB 2016

RECEIVED  
FEB - 9 2016  
NHA  
FISH BRANCH

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)

 2/3/16  
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

## NEPA Coordinator Review

Routing	Closed	6/1/2016-processing-lawt. HY - Closed 6/7/2016.
Recycle Review?	<input type="checkbox"/>	(Checking this box will remove this from views but not delete)
Alternate NEPA Coordinator	Tsosie, Loretta	
NEPA Coordinator Approval	Approved	6/1/2016.

## Approvals

Agency Environmental Specialist Approval		
Regional Wildlife Biologist Approval	Approved	BRCF, NNDFW Rev. No. 16NHA01, approved 2/3/2016. There are no avoidance/mitigation measures ^ v
Regional Archaeologist Approval	Approved	CRCF, NNHPD No. HPD-06-200, approved 3-20-2006. No historic properties affected. ^ v
Responsible Official Approval	Approved Becenti, Roland	HY Acting 6/7/2016 for R. Becenti.
Other Environmental Professional		

## Request

Project Name	NHA-NM15-27/28A/692, Twins Lakes, ...		
Record ID	EA-16-13697		
Action Contact Name	Thomascita Morris	Action Contact Phone	928-729-6612
		Action Contact Email	

Regions

☒ Navajo

## Agencies

☒ N36-01 Fort Defiance Agency

## Programs

☒ Housing

Date Request Received 5/11/2016

NEPA Complete Yes

Date NEPA Completed 6/7/2016

Proponent Navajo Housing Authority

Endangered Species Act Consultation Required Yes

ESA Consultation Initiated Yes  
ESA Consultation Completed Yes  
2/3/2916

Section 106 NHPA Consultation Required Yes

Section 106 NHPA Consultation Initiated Yes  
Section 106 NHPA Consultation Completed 3/28/2006

Level of NEPA Review CEER

Environmental Document CEER Checklist Document

CE

☒ 516 DM 10.5.I Land conveyance and other transfers.

Was a CEER submitted by another entity? (If yes, attach document or link)

Yes

Agency Cooperation No

Mitigation Needed No

Supporting Information



No hyperlink inserted

EA-16- NHA-NM15-27,28A-692 Twin  
Lakes, McKinley Cty, NM.pdf

Notes

Update the existing Master Lease to  
initiate title conveyance for individual  
homeowners within lease area.



☒ View Additional Optional Fields

Applicant Type

Section/Township/Range

Sec 16 & 17 T17N R18W NMPM

City

Twin Lakes

County

McKinley

State

New Mexico

Acreage Affected +20  
Latitude  
Longitude  
Environmental Studies

Name of Environmental Study

Date of Environmental Study

Buildings

☐

Ground Disturbance

☐

Tribe/Alaska Village

Land Ownership

Tribal Trust

Environmental Hours

Cultural Hours



ACJN-244-73

Class "B" Resolution  
Area Approval Required.

RESOLUTION OF THE  
ADVISORY COMMITTEE OF THE  
NAVAJO TRIBAL COUNCIL

Received

Amending Advisory Committee  
Resolution Number ACMY-154-72

MAY 09 1988

Subject Review  
of Resource

WHEREAS:

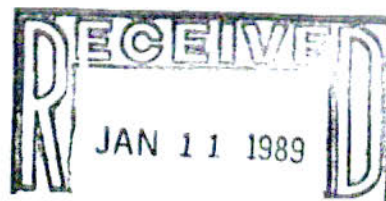
1. By Resolution Number ACMY-154-72 dated May 9, 1972, the Advisory Committee of the Navajo Tribal Council authorized the withdrawal of Navajo Tribal lands for Public Housing at Twin Lakes, McKinley County (Navajo Nation), New Mexico, and
2. The resolved portion of the aforementioned resolution and legal description attached thereto contain material errors which must be corrected by Advisory Committee action in order that the leases pertaining to the above-mentioned housing project can be approved by the Area Director of the Bureau of Indian Affairs, and in order that construction may be commenced.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Advisory Committee of the Navajo Tribal Council hereby amends Resolution Number ACMY-154-72 by deleting from the resolved portion thereof the figure 17.52 acres and by inserting in lieu thereof the figure 20.895 acres, and by deleting Attachment "A" of said resolution in its entirety and replacing the same with Exhibit "A" attached hereto.
2. Except as amended hereby, Resolution Number ACMY-154-72 shall remain unchanged in full force and effect.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 14 in favor and 0 opposed, this 4th day of June, 1973.



NAVAJO AREA OFFICE  
BR. OF REAL PROPERTY MGMT.

*Wilson C. Skut*

Vice Chairman  
Navajo Tribal Council

DESCRIPTION OF THE MUTUAL HELP HOUSING TRACT  
LOCATED AT TWIN LAKES, MCKINLEY COUNTY,  
STATE OF NEW MEXICO

This piece of land located on the Navajo Indian Reservation at Twin Lakes, McKinley County, State of New Mexico, is more particularly described as follows:

Beginning at an iron pin marking the northwest corner of the herein described tract, which pin lies S.  $33^{\circ}$  50' 28" E., a calculated distance of 1948.56 feet from R/W marker P.C. 720 + 65.7 of U.S. Highway 666;

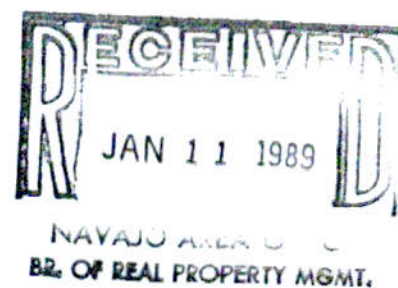
Thence S.  $89^{\circ}$  59' 00" E., a distance of 1729.63 feet to an iron pin;

Thence S.  $00^{\circ}$  01' 00" W., a distance of 490.00 feet to an iron pin;

Thence N.  $89^{\circ}$  59' 00" W., a distance of 1985.34 feet, to an iron pin;

Thence N.  $27^{\circ}$  34' 30" E., a distance of 552.71 feet to an iron pin and the point of beginning.

This parcel of land contains in all 20.895 acres, be the same, more or less.



ACMY-154-72

Amended by

ACIN-244-73

RESOLUTION OF THE  
ADVISORY COMMITTEE OF THE  
NAVAJO TRIBAL COUNCIL

Authorizing the Withdrawal of Navajo Tribal  
Lands for Mutual Help Housing at Twin Lakes,  
McKinley County (Navajo Nation), New Mexico

WHEREAS:

1. By Resolution No. CJ-14-53, the Navajo Tribal Council authorized the Advisory Committee of the Navajo Tribal Council to act for and in lieu of the Tribal Council to approve withdrawals, set aside, or make allocations of Navajo Tribal lands for housing purposes in or near communities, government, or tribal installations, and

2. There is a need to withdraw Navajo Tribal lands for housing purposes at Twin Lakes, New Mexico, and

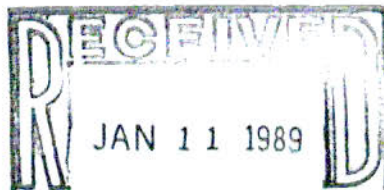
3. Proper clearances have been obtained from the Twin Lakes Chapter officials and Council Delegates of District 14, the Fort Defiance Agency, the Public Health Service and the Navajo Real Property Management Department of the Navajo Tribe.

NOW THEREFORE BE IT RESOLVED THAT:

The Advisory Committee of the Navajo Tribal Council hereby withdraws Navajo Tribal lands, described on the attached Exhibit "A", containing 17.52 acres, more or less, (subject to survey) located within the community of Twin Lakes, McKinley County (Navajo Nation), New Mexico, be and they hereby are withdrawn and set aside for residential housing purposes.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 14 in favor and 0 opposed, this 9th day of May, 1972.



BR. OF REAL PROPERTY MGMT.

*Wilson C. Akeet*  
Vice Chairman  
Navajo Tribal Council

EXHIBIT "A"

DESCRIPTION OF THE MUTUAL HELP HOUSING TRACT  
LOCATED AT TWIN LAKES, MCKINLEY COUNTY,  
STATE OF NEW MEXICO

This piece of land located on the Navajo Indian Reservation at Twin Lakes, McKinley County, State of New Mexico, is more particularly described as follows:

Beginning at an iron pin marking the northwest corner of the herein described tract, which pin lies S.  $33^{\circ} 50' 28''$  E., a calculated distance of 1948.56 feet from R/W marker P.C. 720 + 65.7 U.S. Highway 666.

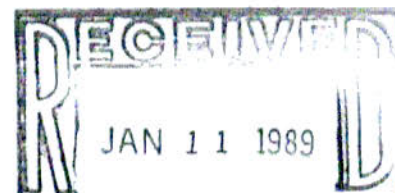
Thence S.  $89^{\circ} 59' 00''$  E., a distance of 1429.63 feet to an iron pin;

Thence S.  $00^{\circ} 01' 00''$  W., a distance of 490.00 feet to an iron pin;

Thence N.  $89^{\circ} 59' 00''$  W., a distance of 1685.34 feet to an iron pin;

Thence N.  $27^{\circ} 34' 30''$  E., a distance of 552.71 feet to an iron pin; and the point of beginning.

This parcel of land contains in all 17.52 acres, be the same, more or less.



NAVAJO RESERVATION  
BR. OF REAL PROPERTY MGMT.

RESOLUTION OF TWIN LAKES CHAPTER

NAVAJO HOUSING  
AUTHORITY

REQUESTING THE NAVAJO TRIBE HOUSING AUTHORITY AND THE HOUSING AUTHORITY COMMITTEE APPROVED THE CHAPTER'S REQUEST FOR 28 LOW RENT HOUSING UNITS FOR THE COMMUNITY AND INCLUDE THE CHAPTERS REQUEST IN THEIR HUD APPLICATION FOR FUNDING.

WHEREAS:

1. Twin Lakes Chapter is a certified chapter of the Navajo Nation and is delegated the authority and responsibility to plan and implement community projects which will benefit the local residents; and
2. Twin Lakes Chapter is in need of decent, safe and sanitary housing because of community's growth and new families needing housing; and
3. Twin Lakes has available, west portion 8.8021 acres, of 20.8947 acres of land withdrawn in 1973 for purpose of Mutual Help Housing/Low Rent Housing as per., attached Advisory Committee Resolution ACIN-248-73 exhibit "A" and
4. Twin Lakes Chapter has utilized 3.3747 acres of the withdrawn land for 10 units of Mutual Help Housing, and 8.7179 acres for 30 units of Low Rent Housing; and
5. Twin Lakes Chapter with the assistance of Navajo Housing Authority Architecture, has determined there is enough lot space for 28 housing units on the 8.8021 acres of land, as per attached sketch, (exhibit "B") and
6. Twin Lakes Chapter has 17 applicants who are determined to be eligible to occupy these units and 14 more applicant who are yet to be screen by the regional Housing Authority Office a per attached list of applicats (exhibit "C") and
7. Twin Lakes Chapter has consulted with the Office of Environmental Improvement Agency under the Indian Health Service through a resolution (attached exhibit "D") to complete a feasibility study on the water and sewer availability and has not received the result yet, but through discussion they have indicated that the present lagoon system is not being used to capacity and the water line is connected to the now existing housing units.


NOW THEREFORE, BE IT RESOLVE THAT:

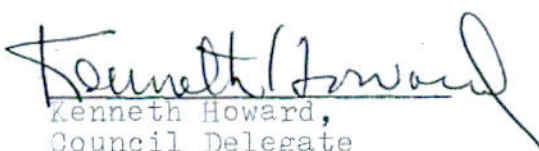
1. Navajo Tribal Housing Authority include Twin Lakes Chapter's request for 28 units of Low Rent Housing in their application for additional HUD funds and
2. That Navajo Tribe Housing Committee approve the Chapter's request and do all thing necessary to coordinate this effort with chapter officials, Chapter Manager and Council Delegate.

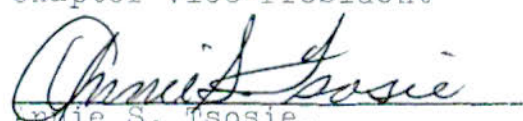
C E R T I F I C A T I O N

We hereby certify that the foregoing resolution was duly considered by the Twin Lakes Chapter at a duly called meeting at Twin Lakes, New Mexico, at which a quorum was present and that same was moved for adoption by: Anita Sherman, seconded by: Caroline Begay, and passed by a vote of: 37 in favor and 2 opposed, this 18 day of September 1985.

  
Tom Begay,  
Chapter President

  
Carol Howard,  
Chapter Vice-President

  
Kenneth Howard,  
Council Delegate

  
Annie S. Tsosie,  
Chapter Secretary



Document No. 012402Date Issued: 04/18/2019**EXECUTIVE OFFICIAL REVIEW**Title of Document: NHA, Master Lease Twin Lakes, NM15-30 Contact Name: YAZZIE, ELERINA BProgram/Division: DIVISION OF NATURAL RESOURCESEmail: e\_yazzie@navajo-nsn.gov Phone Number: 928-871-6447

<input type="checkbox"/>	<b>Business Site Lease</b>		<b>Sufficient</b>	<b>Insufficient</b>
	1. Division:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)			
	3. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions</b>			
	1. Division:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications</b>			
	1. Office of Management and Budget:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Navajo Housing Authority Request for Release of Funds</b>			
	1. NNEPA:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Lease Purchase Agreements</b>			
	1. Office of the Controller:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)			
	2. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Grant Applications</b>			
	1. Office of Management and Budget:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>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</b>			
	1. Division:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Relinquishment of Navajo Membership</b>			
	1. Land Department:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Elections:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ Land Withdrawal or Relinquishment for Commercial Purposes

Sufficient    Insufficient

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

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

- |             |                      |               |                                     |                          |
|-------------|----------------------|---------------|-------------------------------------|--------------------------|
| 1. NLD      | _____                | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. F&W      | _____                | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 3. HPD      | _____                | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 4. Minerals | _____                | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 5. NNEPA    | _____                | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 6. DNR      | _____                | Date: _____   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 7. DOJ (ic) | <i>V. Blumenthal</i> | Date: 7/24/19 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. OPVP     | <i>8/9/19</i>        | Date: 8/9/19  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

☐ Rights of Way

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

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

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

☐ Assignment of Mineral Lease

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

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

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

☐ OTHER:

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



# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM

☐ RESUBMITTAL



DOJ
07/12/19 0325P
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 012402
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:	7/12/2019	DIVISION:	NATURAL RESOURCES
CONTACT NAME:	Michelle Hoskie or Stevie Hudson	DEPARTMENT:	GENERAL LAND DEVELOPMENT DEPARTMENT
PHONE NUMBER:	x 6447 or x 6423	E-MAIL:	steviehudson@frontier.com
TITLE OF DOCUMENT: EOR# 12402 Master Lease Twin Lakes, NM 15-30			

### DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	7.12.19 4pm	REVIEWING ATTORNEY/ADVOCATE:	Irin Chee 7.23.19
DATE TIME OUT OF UNIT: 7.29.19 2:55pm			

### DOJ ATTORNEY / ADVOCATE COMMENTS


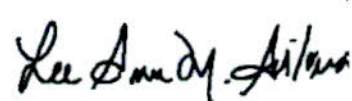
Document is legally sufficient.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Irin Chee	7/26/19	V Bloukhat	7/29/19 11:47
DOJ Secretary Called: Michelle Hoskie for Document Pick Up on 7.29.19 at 2:40 By: B			
PICKED UP BY: (Print)	DATE / TIME:		

NNDJ/DRRF-July 2013

# COMPLETED

### Tier 1 Document Voting Results

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

Pam Kyselka F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	1. #16NHA01	1. No Reply	22-Apr-2019
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*PAK*

Patrick Antonio EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1. Act of finalizing master lease for existing subdivision does not require coverage under the federal Construction General Permit (CGP) for storm water discharges from construction sites. However, future construction under the lease that disturbs more than 1.0 acre of land surface will require coverage under the CGP.	1. No Reply	22-Apr-2019
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*Patrick Antonio*

Rebecca Gilchrist MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Navajo Nation Minerals Management	Approved	no comments	No Reply	08-Jul-2019
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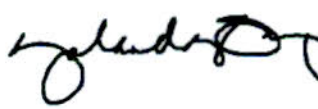
*Rebecca Gilchrist*


Tamara Billie NNHP (Navajo Land Title Data System - Windowrock AZ)	HPD Review	Historic Preservation Department	Approved	1. HPD-06-200R	1. No Reply	24-Apr-2019
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*Tamara Billie*

Warren Roan (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1. There are no impacts from operating storage tanks containing a regulated substance and/or leaking storage tanks on the proposed	1. No Reply	07-Jun-2019
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*Warren Roan*

			project area(s).		
Yolanda Barney EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Approved Environmental Protection Agency	1. The Lease agreement states: 1. Sanitation: Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the .....Navajo Nation. Lessee agrees to dispose of all solid waste... 2.that the Navajo Housing Authority agrees to "abide by all laws and regulations of the Navajo Nation....., now in force and effect or as hereafter may come into force and effect." The solid waste management of NHA at all leases needs to be revisited as there is trash along each property and not in compliance with the NN Solid Waste Act.	1. No Reply	24-Apr-2019
					

Tier 2 Document Voting Results							
User Name (Facility )	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Chad Smith - F&W (Navajo Land Title Data System - Windowrock AZ)	Technical Review	Fish and Wildlife	Approved	no comments	No Reply	09-Jul-2019	

Richard Begay Navajo Nation Historic Preservation Department (Navajo Land Title Data System - Windowrock AZ)	Navajo Nation Historic Preservation Officer	Historic Preservation Department	Approved	no comments	No Reply	08-Jul- 2019	Roll M Begay
Robert Allan DNR (Navajo Land Title Data System - Windowrock AZ)	Deputy Director DNR	DNR Administration	Approved	no comments	No Reply	10-Jul- 2019	Robert O. Allan
Ronnie Ben EPA (Navajo Land Title Data System - Windowrock AZ)	View Only	Navajo Nation Environmental Protection Agency	Approved	1 Conditional Approval granted but contingent on compliance with all USEPA and NNEPA environmental laws. If you have any questions you may call (928)871-7692.	1 No Reply	08-Jul- 2019	Noi he
Steven Prince MIN (Navajo Land Title Data System - Windowrock AZ)	Technical Reviewer	Navajo Nation Minerals Management	Approved	no comments	No Reply	08-Jul- 2019	Steven L Prince
W. Mike Halona (NLTDS - Everytt)	DCD Division Director	Navajo Nation	Approved	1 NHA should follow the Homesite Lease Regulation so future homeownership will not be an issue.	1 No Reply	09-Jul- 2019	W. Mike Halona

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

March 26, 2019

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



**RE: NAVAJO HOUSING AUTHORITY PROJECT NO. NM15-30  
Twin Lakes, NEW MEXICO**

Dear Ms. Yazzie:

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

The Navajo Housing Authority, Realty and Title Department has enclosed a set of proposed Master Lease for Navajo Housing Authority Project NM15-30 that is located within Twin Lakes Chapter, Fort Defiance Agency. This lease request is for an existing Navajo Housing Authority SubDivision with **30 Public Rental** Units.

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

- |   |                |
|---|----------------|
| 01. Proposed Master Lease                         |                |
| 02. Twin Lakes Chapter Resolution                 | dated 09/18/85 |
| 03. AC of Navajo Tribal Council Resol ACJN-244-73 | dated 06/04/73 |
| 03. Survey Plat (Resurveyed) 8.7104 acres         | dated 06/24/13 |
| 04. Original Survey Plat 8.826 acres              | dated 06/06/72 |
| 05. Cultural Resources Compliance Form            | dated 03/04/19 |
| 06. Biological Resources Compliance Form          | dated 02/03/16 |
| 07. Environmental NEPA Coordinator Review         | dated 06/07/16 |

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

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

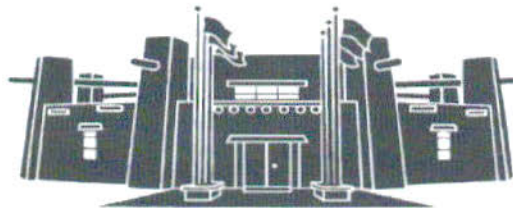
Sincerely,

**NAVAJO HOUSING AUTHORITY**

A handwritten signature in dark ink, appearing to read "Richard Notah", is positioned above the printed name.

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

Enclosures



## MEMORANDUM

TO: Honorable Pernell Halona  
Coyote Canyon, Mexican Springs, Naschitti, Tohatchi, Bahastl'a'a' Chapters

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

DATE: January 17, 2020

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING HOUSING PROJECT MASTER LEASE NM15-30 BETWEEN THE NAVAJO NATION AND THE NAVAJO HOUSING AUTHORITY FOR A HOUSING PROJECT WITHIN THE TWIN LAKES CHAPTER OF THE NAVAJO NATION

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

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

THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: \_0019-20\_\_

SPONSOR: Pernell Halona

TITLE: An Action Relating To Resources And Development Committee;  
Approving Housing Project Master lease NM15-30 Between The Navajo Nation And  
The Navajo Housing Authority For A Housing Project Within The Twin Lakes  
Chapter Of The Navajo Nation

*Date posted:* January 22, 2020 at 4:39 PM

Digital comments may be e-mailed to [comments@navajo-nsn.gov](mailto: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) 871-7586

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.: 0019-20

SPONSOR: Honorable Pernell Halona


TITLE: An Action Relating to Resources and Development Committee; approving Housing Project Master Lease NM15-30 between the Navajo Nation and the Navajo Housing Authority for a Housing Project within the Twin Lakes Chapter of the Navajo Nation

Posted: January 22, 2020 at 4:39 PM

5 DAY Comment Period Ended: January 27, 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

1/28/2020 8:02AM  
\_\_\_\_\_

Date/Time