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LAND TITLES & RECORDS  
BUR INDIAN AFFRS  
ALBUQ N MEX

790-734-93

To: Manager, Land Titles & Records, Albuquerque, NM

From: Office of Navajo and Hopi Indian Relocation  
P.O. Box KK, Flagstaff, Arizona 86002

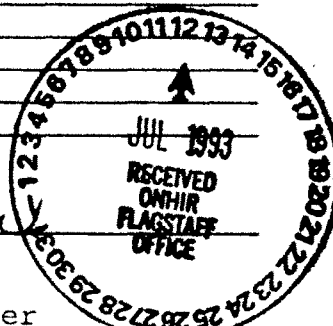
Please record the attached document(s):

- (1) Reservation Code 790  
(2) ☐ Allotted Lands, No.                     . ☒ Tribal lands  
(3) Document Type                     .  
(4) Realty File No. NL-SL-93-063.

Remarks: Lease Number DTEA07-88-L-01006 between the Office of Navajo and  
Hopi Indian Relocation and Federal Aviation Administration for 3.67  
acres of land situated on the New Lands within the NW 1/4 of Section 15  
and the SW 1/4 of Section 10, Township 18 North, Range 30 East, Sanders,  
Apache County, Arizona.

Len Chester  
Signature

Len Chester  
Assistant Land Use Manager



XX

☐ Certified #                      ☐ Regular Mail

Date: JUL 08 1993

☒ Document attached

☒ Document retained and filed

*Copies of doc. + map*

Remarks:                     

A. Paiz

For Manager, Land Titles & Records

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
Southwest Region  
Fort Worth, TX 76193-0056

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LAND TITLES & RECORDS  
BUREAU OF INDIAN AFFAIRS  
ALBUQUERQUE, NEW MEXICO

Lease No. DTFA07-486-EP-01006  
VORTAC, Navajo Bar N Ranch,  
Hwy 61  
Zuni, Apache County, Arizona

LEASE

between

THE OFFICE OF NAVAJO AND HOPI INDIAN RELOCATION

and

UNITED STATES OF AMERICA

This LEASE, made and entered into this *19th* day of *March* in the year one thousand nine hundred and ninety-three, by and between THE OFFICE OF NAVAJO AND HOPI INDIAN RELOCATION, whose address is P.O. KK, Flagstaff, Arizona 86002, hereinafter called the Lessor and the UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, hereinafter called the Lessee, whose address is Department of Transportation, Federal Aviation Administration, Real Estate Branch, Fort Worth, Texas 76193-0056, in accordance with the provisions of Pub. L. 99-590; Pub. L. 93-531; 88 Stat. 1712 as amended by Pub. L. 96-305; 94 Stat. 929; Pub. L. 100-666; 102 Stat. 3929 (25 U.S.C. 640d).

1.

LAND DESCRIPTION  
VORTAC SITE

In Apache County, Arizona, Township 18 North, Range 30 East, G&SRM, in the NW 1/4 of Section 15 and the SW 1/4 of Section 10, from the northwest corner of Section 15 and southwest corner of Section 10; run S18°30'E, 300.0 feet to the True Point of Beginning; Thence north 400.0 feet; Thence east 400.0 feet; Thence south 400.0 feet; Thence west 400.0 feet to the True Point of Beginning; containing 3.67 acres, more or less. All bearings are true.

RIGHT-OF-WAY  
UNDERGROUND POWER CABLE

An underground right-of-way for power cable being ten (10') feet in width, and five (5') feet on either side of the

790-734-93

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Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch  
Hwy 61  
Zuni, Apache County, Arizona

NO TITLES & RECORDS  
FOR INDIAN AFFAIRS  
ALBUQUERQUE N MEX

Following described centerline:

Commencing at the existing Continental Divide Electric Cooperative, Inc., Grants, New Mexico, terminal pole proceed N84°04'W, 550 feet to a point, said point being the east boundary line of the Federal Aviation Administration VORTAC navigation site; and said easement terminates at said boundary line.

The above plot and cable route are more particularly shown on FAA Drawing No. DR 4-D-5781-E, Exhibit "A," attached hereto and made a part hereof.

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Lessee.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities; provided however, the Lessee shall pay to the Lessor a sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), as compensation for any damage, or destruction of growing trees in the leased area, and ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per 1,000 feet board measurement as compensation for any damage to commercial timber (11.5 dbh and over) lying outside the leased area, or along the access road, that is caused by the Lessee's exercise of the rights herein granted. The clearing, grading, and other soil and vegetation disturbance shall be limited to the minimum required for the maintenance of the site.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Lessee, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Lessee, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

190-734-93

Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch,  
Hwy 61  
Zuni, Apache County, Arizona

2. PURPOSE:

This lease shall be only for the purpose of operation and maintenance of an air navigational and communication support facility by the Lessee. The Lessee shall not have any rights to use any land except that described in this lease.

3. TERM:

The term of this lease shall begin retroactively to October 1, 1987, and expire on September 30, 2011, subject to the following provisions.

4. APPROPRIATED FUNDS:

a. The Lessor recognizes that the Lessee is a Federal agency which is dependent upon funds appropriated by the Congress of the United States for each fiscal year. This lease does not obligate appropriated funds in advance of annual appropriations made by Congress. The Lessee is not obligated to pay any funds for rent until such funds are appropriated for this purpose nor will the Lessee be obligated for fees or interest during any period in which Congress delays such appropriations.

b. If appropriated funds for this lease are canceled by Congress, the Lessee shall notify the Lessor of termination. Lessee shall not be under any obligation for rent payments beyond the termination date of the appropriation. The Lessor shall have no claim on the Lessee's personal property as a result of loss of appropriations.

c. The above apply to appropriated funds only, all other conditions are under the purview of Article 6, Termination.

5. RENTAL:

a. The Lessee, in consideration of the foregoing, covenants, and agrees to pay in lawful money of the United States of America to The Office of Navajo and Hopi Indian Relocation, for the use and benefit of the Lessor, the following rental.

The Lessee shall pay to the Lessor rental for the premises in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) per annum for the term beginning on October 1, 1987, and ending on September 30, 1991. Payments from October 1, 1987, through September 30, 1991, will be paid in a lump sum amount of TWELVE

790-734-93

Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch,  
Hwy 61  
Zuni, Apache County, Arizona

THOUSAND AND NO/100 DOLLARS (\$12,000.00) upon the Lessee's receipt of a fully executed copy of this lease. Thereafter the Lessee shall pay the Lessor annual rent for the premises in the amount of FIVE THOUSAND THREE HUNDRED FIFTY SEVEN AND 89/100 DOLLARS (\$5,357.89) for the term set forth in Article 3. Payments shall be made in arrears at the end of each fiscal year without the submission of invoices or vouchers.

b. Rental payment shall be made as follows: THE OFFICE OF NAVAJO AND HOPI INDIAN RELOCATION, P.O. Box KK, Flagstaff, Arizona 86002.

c. If the Lessee fails to pay the rent within 30 days of the due date, the Lessee shall pay interest in accordance with the Prompt Payment Act 31 U.S.C.S. § 3901 et. seq. (amended 1988).

Nothing contained in this lease shall prejudice the right of the Lessor or its successor to sue the federal government on a pro rata basis for unpaid rents.

6. TERMINATION:

a. The Lessee may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days' notice in writing to the Lessor, and no rentals shall accrue after the effective date of termination. Said notice shall be sent by certified mail.

b. The Lessor may terminate this lease for default or breach of any of its terms. In the event of default or breach of any of the terms hereof by the Lessee, the Lessor or its successor shall give written notice of such default by certified mail. Procedures for correcting any default or breach are governed by 25 CFR Section 162.14.

7. REMOVAL OF BUILDINGS, IMPROVEMENTS, AND EQUIPMENT:

Lessee, not being in default in the observance of any of the terms, conditions, or covenants of this lease, shall be the owner of and shall have the right to remove from the leased premises within three (3) months after the termination or expiration of this lease any and all buildings, structures, equipment, and other personal property owned by it and placed thereon by Lessee. All buildings, equipment, or personal property of Lessee remaining on the leased premises, after expiration of three (3) months following the termination of this lease, shall become or

190-734-93

Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch,  
Hwy 61  
Zuni, Apache County, Arizona

remain the property of Lessor, at the option of the Lessor. If Lessee should desire not to remove any buildings, structures, equipment, and other personal property, Lessee shall notify the Lessor within three (3) months following the termination of the lease. If within three (3) months of Lessee's notice, Lessor, requests to remove any buildings, structures, equipment, or other personal property, such property shall be removed at Lessee's sole expense, with the removal to be accomplished within three (3) months. The right of removal of buildings and other improvements shall exist after any termination of the lease for cause or otherwise. The lands shall be restored as near as possible to the original state by and at the sole expense of the Lessee.

8. ASSIGNMENT:

Lessee shall not sublet, assign, or transfer this lease or any right to or interest in this lease or any of the improvements on the leased premises without the written approval of the Lessor.

9. ENVIRONMENT:

Lessee shall take all necessary measures to assure compliance with applicable Federal and Tribal laws and regulations now in force and effect and any amendments thereto, which by this reference are made a part hereof. This shall include, but shall not be limited to, aesthetics, erosion controls, and protection of timber or other vegetation.

10. EMPLOYMENT:

As required by Federal and Navajo law, employment preference shall be given in all construction to qualified and available Indians.

11. INDEMNIFICATION:

The Lessee shall indemnify, save harmless, and defend the Lessor or Lessor's successor in interest for and against all claims for compensatory money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Lessee while acting within the scope of his office of employment under circumstances where the Lessee, if a private person, would be liable in

Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch,  
Hwy 61  
Zuni, Apache County, Arizona

accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Lessee's employees for which the Lessee would not be liable under the Federal Torts Claims Act of 1945 (28 U.S.C. 2671 et. seq.) as now or hereafter may be amended. The Lessor shall furnish the Lessee with reasonable notice of any such claims made against the Lessee.

12. SPECIAL MANDATORY PROVISIONS:

a. Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibility with respect to the land 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. In the event of such termination, all powers, duties, or other functions of the Lessor, The Office of Navajo and Hopi Indian Relocation or its authorized representative shall terminate, and the responsibility for enforcing compliance with covenant of this lease shall be assumed by the Lessor, its successors, or assigns.

b. The Lessee further agrees that it will not use or permit to be used any part of said premise for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for manufacture, sale, gift, transportation, drinking, or storage of intoxicating liquors or beverages. Violation of this clause by the Lessee, or with its knowledge, shall render this lease voidable at the option of the Commissioner of the Office of Navajo and Hopi Indian Relocation or his authorized representative. In the event any representative of Lessee employed in connection with operations on the leased premises shall be responsible for any of the unlawful acts authorizing cancellation of this lease under provisions of this clause, the lease shall not be canceled without first giving Lessee information as to such violations with the right to void cancellation by immediately terminating or transferring such employee.

13. INTEREST OF MEMBER OF CONGRESS:

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease if made with a corporation or company for its general benefit.

Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch,  
Hwy 61  
Zuni, Apache County, Arizona

14. INSPECTION:

The Commissioner of the Office of Navajo and Hopi Indian Relocation or his authorized representative and the Lessor and their authorized representatives shall have the right, at any reasonable time during the term of this lease, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

15. OBLIGATIONS OF LESSEE:

While the leased premises are in trust or restricted status, all of Lessee's obligations under this lease, and the obligations of their sureties, are to the United States as well as to the Lessor.

16. MINERALS:

All minerals contained in the tract leased, in whatsoever concentration, are hereby reserved for the use of the Lessor together with the right of the Lessor or its authorized agents or representatives at any time to enter upon the land and prospect for minerals, and remove same. Prior to the exercise of the right stated hereinabove, Lessor shall notify Lessee ninety (90) days before any such proposed mining activities; said Lessor shall not conduct mining activities within the Lessee's fenced compound. The Lessee is not permitted to drill any additional water wells on the leased premise without Lessor's consent.

17. RESTRICTIONS:

The Lessor further agrees for the period of this lease or any renewal thereof, to refrain from or prohibit the placing of any obstruction within 1,200 feet of the installation area, with the understanding that such does not prohibit the use of the area for the grazing of cattle or other agricultural purposes. For the purpose of this provision, an obstruction is identified to be any structure over six (6) feet high, or any metal object or structure which would adversely affect the operation of the Lessee's electronic installation.

18. CHANGE OF TITLE TO LAND COVERED BY LEASE:

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid site, rights-of-way thereto, and any areas affecting said demised premises, he shall

790-734-93



Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch,  
Hwy 61  
Zuni, Apache County, Arizona

immediately notify the Federal Aviation Administration of any such transfer or conveyance affecting the demised premises.

19. LEASE BINDING:

This Lease and the covenants, conditions, and restrictions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

20. VALIDITY:

This lease, and any modification of or amendment to this lease, shall not be valid or binding upon either party hereto until approved by the Commissioner of the Office of Navajo and Hopi Indian Relocation.

21. NOTICES:

All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: Land Use Manager, The Office of Navajo and Hopi Indian Relocation, P.O. Box KK, Flagstaff, Arizona 86002.

To the Lessee: Department of Transportation, Federal Aviation Administration, Southwest Region, ATTN: ASW-56, Fort Worth, TX 76193-0056


22. AUTHORITY:

This Lease is entered into under the following authority: Pub. L. 99-590; Pub. L. 93-531; 88 Stat. 1712 as amended by Pub. L. 96-305; 94 Stat. 929; Pub. L. 100-666; 102 Stat. 3929 (25 U.S.C. 640d).


Lease No. DTFA07-88-L-01006  
VORTAC, Navajo Bar N Ranch,  
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IN WITNESS WHEREOF, the parties hereto have unto subscribed  
their names as of the date first above written.

THE UNITED STATES OF AMERICA

By:   
James R. Bemis  
Title: Contracting Officer

THE OFFICE OF NAVAJO AND HOPI  
INDIAN RELOCATION:

By:   
Carl J. Kunasek  
Title: Commissioner, Office of  
Navajo and Hopi Indian  
Relocation

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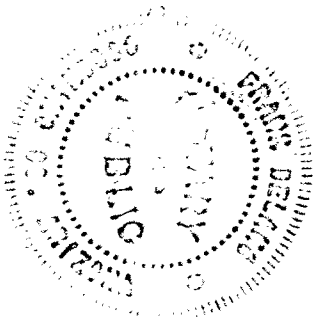
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Coconino

On this, the 19th day of March, One  
Thousand Nine Hundred and Ninety-three, before me, Frank Delano a  
Notary Public in and for the County of Coconino,  
State of Arizona, duly commissioned and  
qualified, personally appeared Carl J. Kunasek,  
known to me to be the person described in and whose name  
subscribed to the attached instrument, and acknowledged to me  
that he/she executed the instrument for the purposes and  
consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal, at my office the day and year in this certificate  
first written above.



My Commission Expires:

September 28, 1993



Notary Public in and for the

COUNTY OF Coconino  
STATE OF Arizona

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