



LEASE

THIS LEASE, is made and entered into this 12 day of December, 1991 by and between the Office of Navajo and Hopi Indian Relocation, hereinafter called the Lessor, whose address is P.O. Box KK, Flagstaff, AZ 86002 and Sanders Unified School District #18, hereinafter called the Lessee, whose address is P.O. Box 250, Sanders, AZ, 86512.

1. LAND DESCRIPTION

For and in consideration of the rents, covenants, and agreements hereinafter set out, the Lessor hereby leases to the Lessee the following described premises:

A certain parcel of land, generally situated within the southwest quarter of:

Section 19  
Township 21 North  
Range 29 East  
Gila and Salt River Meridian  
Apache County, Arizona

more particularly described by metes and bounds as follows:

Commencing at the southwest corner of said Section 19, T21N, R29E;  
thence N00-37-39W. 700.03 feet more or less, to the intersection of the northerly right-of-way line of the BIA Road N2011(2) and the west line of said Section 19, the true Point of Beginning;  
Thence S87-41-07E, a distance of 27.16 feet along said road right-of-way to a point;  
thence continuing along said right-of-way 878.80 feet along a 1156.23 foot radius curve to the right, the long chord of which bears N70-32-27E;  
thence N48-46-01E, a distance of 1035.53 feet along said right-of-way to a point;  
thence continuing along said right-of-way 374.13 feet along a 1859.86 foot radius curve to the right, the long chord of which bears N43-00-15E;  
thence N37-14-29E, a distance of 344.41 feet along said right-of-way to a point;  
thence N49-37-32W, a distance of 1076.29 feet to a point;  
thence S87-00-13W, a distance of 1307.72 feet, more or less to the section line common to Section 19, T21N, R29E and Section 24, T21N, R28E;  
thence S00-37-39E, a distance of 1940.03 feet more or less, along the section line to the true Point of Beginning of parcel herein described and containing 68.69 acres more or less.

2. TERM

This lease shall be for a term beginning with the date of approval by the Lessor or his duly authorized representative and continuing for ninety-nine (99) years unless sooner terminated as hereinafter provided.

### 3. PURPOSE

This lease shall be for the purpose of constructing, maintaining and using on the leased premises a school and such other buildings as may be used or useful in connection with the operation of said school. Lessess shall pay any taxes levied upon the leased premises on the improvements placed thereon during the term of this lease. Lessee may contest the validity or amount of any tax or charge and shall not be considered in default until a reasonable time after final determination of such contest by a court of final jurisdiction. The premises shall not be used for residential purposes.

### 4. RENTAL

The Lessee, in consideration of the foregoing, agrees to pay to Lessor in lawful money of the United States of America rental in the amount of One Dollar (\$1.00) per year.

### 5. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

All improvements placed on the leased premises shall be constructed in a good, workmanlike manner according to applicable laws. All parts of buildings exposed to perimeter properties shall present a pleasant appearance and the Lessee shall, at all times during the term of this lease and at Lessee's sole cost and expense, maintain the premises and all improvements thereon in good order and repair and in a neat, sanitary and attractive condition. Lessee shall construct, maintain, and repair, as required by applicable law, all improvements on the leased premises, and any alterations, additions, or appurtenances thereto, and shall otherwise comply with all public laws and ordinances and regulations applicable to said premises. Lessee shall indemnify and hold harmless the Lessor and the United States government against liability for all claims arising from Lessee's use of the premises.

### 6. CESSATION OF SCHOOL USE

In the event the leased premises shall be used for any purpose other than the maintenance of a school and related facilities thereon, then Lessor, at its option, may cancel and terminate this lease if such unauthorized use has been terminated within thirty (30) days after written notice of Lessor's contention that the leased premises are used for an unauthorized purpose.

### 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 fifteen (15) 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 the expiration of fifteen (15) months following the termination of this lease, either in its primary or renewal term, shall become or remain the property of Lessor. This 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 Lessee.

#### 8. ASSIGNMENT AND SUBLEASE

Lessee shall not assign this lease or transfer any interest therein or sublet any portion thereof except as hereinafter provided in this paragraph unless with the approval of Lessor.

#### 9. INTEREST OF MEMBER OF CONGRESS

No member of, or delegate to Congress, or employee of the Department of Interior shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

#### 10. SANITATION

Lessee hereby agrees to comply with all applicable sanitation codes, requirements, or laws which may be related to the purpose of this lease as set forth in Section 3 hereinabove. Such compliance shall specifically include, but not limited to, the sanitary regulations of the U.S. Indian Health Service and Navajo Nation. Lessee further agrees to at all times maintain the entire premises in a safe, sanitary condition, presenting a good appearance both inside and out in all buildings operated on the leased premises.

#### 11. UNLAWFUL USES

Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purposes.

#### 12. PROPERTY USE - COMPLIANCE WITH LAW

The buildings and other facilities erected on the site and uses to which the site is put shall comply with the laws, statutes, regulations, ordinances and rulings of the Navajo Nation, and the United States Government. Any subsequent changes in use will be subject to the approval of the Lessor.

Nothing in this section shall be construed by the parties to this lease to affect the rights and obligations of lessee as a political subdivision of the State of Arizona under the applicable laws of the State of Arizona.

#### 13. FENCING OF PREMISES - USE OF WATER

A. Lessee shall have the right to fence all or any portion of the demised premises if the same shall be necessary or desirable.

B. Lessor shall assure Lessee a sufficient quantity and quality of water for the purposes contemplated by the lease by providing connection to the premises to the New Lands Regional Water System. Lessor shall provide an appropriate main line water

service and master meter to the boundary of the premises. Lessee shall pay established commercial water rates to the Navajo Tribal Utility Authority, the operator of the New Lands Water System.

14. LEASE BINDING

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

15. JURISDICTION AND GOVERNING LAW

This Agreement is entered into in Flagstaff, Arizona. The terms of this Agreement shall be interpreted by the laws of the State of Arizona and the courts of jurisdiction shall be the United States District Court for the District of Arizona. The foregoing language shall not abrogate rights enjoyed under any other jurisdiction.

16. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

- A. Lessee shall not permit to be enforced against the lease premises or any part thereof any liens arising from any work performed, materials furnished, obligations incurred by Lessee, but Lessee shall discharge all such liens before any action is brought to enforce same; further, Lessee shall pay when and as the same become due and payable, all taxes, assessments, licenses, fees, and other like charges levied during the term of this lease upon or against the leased land and all interests therein and property thereon, for which either the Lessee or Lessor may become liable.

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

Governing Board, Sanders Unified School  
District #18

By: 

President

By: 

Clerk

Office of Navajo and Hopi Indian Relocation

By: 

Carl J. Kunasek, Commissioner