

Engineering Services - Dallas 1301 Young Street, Room 1071 Dallas, Texas 75202-5433

January 03, 2011

Reference:

Lease No. 161-05-1001

Sanders, Arizona

Mr. Christopher Bavasi, Executive Director Attn: Mr. Scott Kuhr, Land Management Specialist Office of Navajo and Hopi Indian Relocation P. O. Box KK Flagstaff, Arizona 86002

The referenced lease provides the Indian Health Service a 10 year renewal option on this lease upon expiration of the initial term on August 31, 2011. The Indian Health Service and the Fort Defiance Indian Health Board anticipates a long term occupancy and use of this facility.

Accordingly, Lease No. 161-05-1001 is renewed under the same terms and conditions of the original lease, extending the term to August 31, 2021. Please have the Executive Director acknowledge the renewal in the space provided below and returning one signed copy to me.

Thanks for your assistance. If you have questions, please call Roy Washam at (214) 767-0388.

E. Ann Roberts

Lease Contracting Officer

IHS-CO-10-0012

ACKNOWLEDGMENT

Christopher Bavasi, Executive Director

Office of Navajo and Hopi Indian Relocation

Marlene Eriacho, BSN. MBA cc: Nahata'Dzil Health Center Sanders, AZ 86512

	U. S. GOVERNMENT LEASE FOR REAL PROPERTY
March 30, 2005	LEASE NO. 161-05-1001

THIS LEASE, made and entered into this date by and between the Office of Navajo and Hopi Indian Relocation

whose address is:

P. O. Box KK

(201 E. Birch)

Flagstaff, Arizona 86002

and the INDIAN HEALTH SERVICE, hereinafter called the IHS.

WHEREAS, Federal Property Management Regulation, 41CFR, Chapter 101-47.104-2 authorizes Federal agencies to lease hospitals, including health clinics, for periods of up to 20 years and,

WHEREAS, the Office of Navajo and Hopi Relocation (Lessor), owns a 4.11 acre tract and a 1.80 acre tract of land together with a building containing 4,380 square feet of clinic and related space together with 20 parking spaces at Sanders, AZ, and

WHEREAS, the IHS has a lease currently in effect on the building and parking with the Office of Navajo and Hopi Indian Relocation which will expire on August 31, 2011, but no arrangement was made in that lease for the site on which the building and parking are located, and

WHEREAS, the IHS has long range plans to construct a large permanent health center in this vicinity and the health facility and land under lease are needed to serve as an interim health care center until the new facility is constructed and placed into use, and

WHEREAS, the IHS desires to move a modular building onto this site to house administrative personnel and other functions of the health center.

NOW THEREFORE, the parties to this lease, for the consideration hereinafter mentioned covenant and agree to the following:

- 1. The Lessor leases to the IHS a 4.11 acre tract and a 1.80 acre tract as shown on the attached Exhibit A, a building containing 4,380 square feet of clinic and related space, and 20 parking spaces, known as the Sanders Health Center in Sanders, Arizona.
- 2. The IHS shall hold the said premises and appurtenances for the term beginning on the date of this lease and extending through August 31, 2011, subject to termination and renewal rights as are hereinafter set forth.
- 3. The IHS may renew this lease for an additional 10 year period. If no notice is given prior to expiration, the lease is automatically renewed on September 01, 2011.
- 4. This lease may be terminated during the renewal period upon 60 days notice by either party.
- 5. The IHS shall pay the Lessor no annual rent. The consideration for this lease shall be the health care services to be provided to the Indian people at this location.
- 6. With the approval of the Lessor, the IHS may move such modular buildings as are necessary to this site for the purpose of serving the health care needs at Sanders. This lease particularly authorizes the movement of Building FD 3003, a 1,680 square foot modular building to this site and the creation of up to .25 of an acre of parking space for the building, together with the right to perform such site work and utility connections as are necessary. The IHS shall continue to own any structure it places on this site. When this lease terminates or expires, the IHS shall have a period of 90 days to remove any building or structure it has placed on the site. Any underground facilities or pavement may remain in place.

## Page 2, Lease No. 161-05-1001

- 7. The IHS shall be responsible for all maintenance of the site and any structures thereon.
- 8. In the event the trust status of the property changes to a new trustee during the period of this lease, such event does not abrogate the terms of this lease. A Supplemental Lease Agreement shall be placed in force to name the new lessor.

IN WITNESS WHEREOF, the parties hereunto subscribe their names as of the date first written above.

**LESSOR** 

Christopher Bavasi

EXECUTIVE DIRECTOR
Office of Navajo and Hopi Indian Relocation

DHHS, INDIAN HEALTH SERVICE: under authority of 41CFR, Chapter 101-47.104-2.

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LEASE CONTRACTING OFFICER L-95-002 Indian Health Service, Div. of Engineering Services

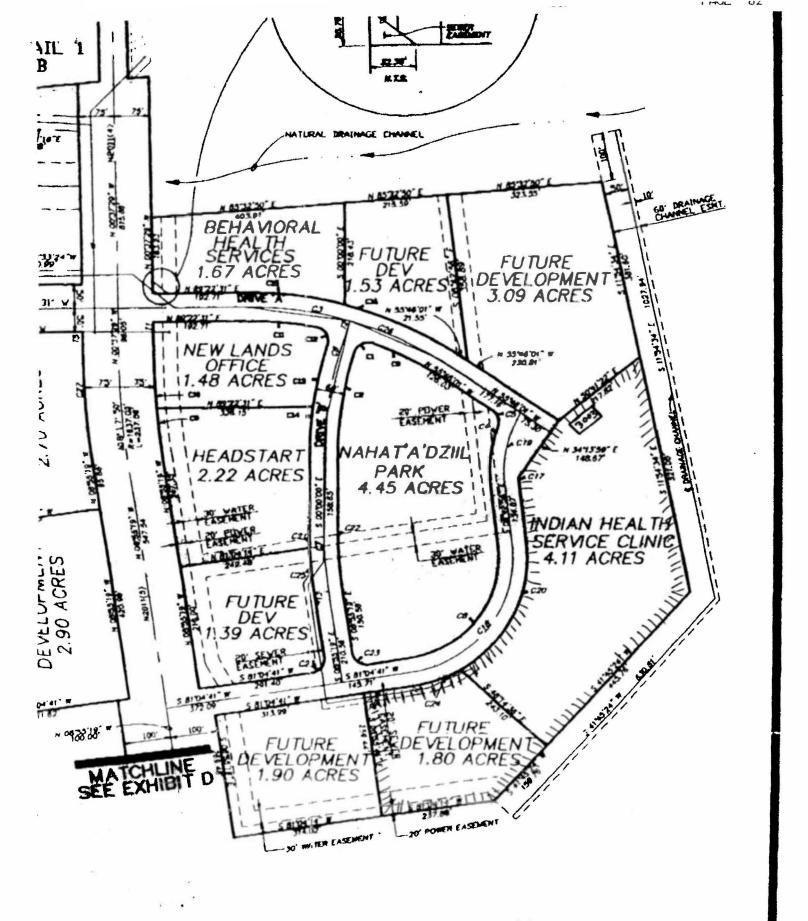


EXHIBIT "A" TO LEASE NO. 161-05-1001