

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

September 15, 2022

TUBA CITY EXPRESS, LLC
501 AIRPORT DRIVE, SUITE 100
FARMINGTON, NEW MEXICO 87401

ATTENTION: ROBERT G MOSS / PRESIDENT

REFERENCE: 164 Review 018759/Contract

Dear Robert:

Attached please find your copy of the approved Contract (CO15540) with the Navajo Nation Division of Natural Resources. The Contract has been awarded in the amount of \$13,356.00. The term of the contract will commence on July 01, 2022 and expire December 31, 2025.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Karen Bedonie at 928-871-6982.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darlene Begay".

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Karen Bedonie, DNR
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller
Contract Folder: CO15540

NAVAJONATION OFFICE OF THE CONTROLLER

POST OFFICE BOX 3150 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6308 · FAX: (928) 871-6026

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



AGREEMENT BETWEEN

THE NAVAJO NATION, DIVISION OF NATURAL RESOURCES,
NAVAJO AML RECLAMATION DEPARTMENT

AND

Contract No. _____

TUBA CITY EXPRESS, L.L.C.

501 Airport Drive, Suite 100
Farmington, New Mexico 87401

FOR THE PERIOD: BEGINNING ON: July 1, 2022
ENDING ON: December 31, 2025

PAYMENTS TO BE MADE FROM: K211511.5140 \$ 13,356.00

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ 13,356.00

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

Exhibit "A" - AGREEMENT AND GENERAL PROVISION

INCLUSION: Attachment "A" - Drawing of Property
Attachment "B" - Contract Budget

SIGNATURES OF CONTRACTS:

FOR THE LESSOR:

FOR THE LESSEE:


Robert G. Moss, President
Tuba City Express, L.L.C.
501 Airport Drive, Suite 100
Farmington, New Mexico 87401
Employer's Identification No: 85-0478274
Date: 5/30/2022


Jonathan Nez, President
The Navajo Nation
P.O. Box 9000
Window Rock, Arizona 86515
Date: 07-27-2022

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



"ATTACHMENT B"

AGREEMENT BETWEEN

THE NAVAJO NATION, DIVISION OF NATURAL RESOURCES,
NAVAJO AML RECLAMATION DEPARTMENT

AND

TUBA CITY EXPRESS, L.L.C.

Fiscal Year 2022 (July 1, 2022 to December 31, 2022): **\$1,908.00**

K211511.5140

Site Rental: \$300.00/month x 6 months = \$1,800.00

NN Business Activity Tax: \$1,800.00 @ 6% = \$108.00

Fiscal Year 2023 (January 1, 2023 to December 31, 2023): **\$3,816.00**

K211511.5140

Site Rental: \$300.00/month x 12 months = \$3,600.00

NN Business Activity Tax: \$3,600.00 @ 6% = \$216.00

Fiscal Year 2024 (January 1, 2024 to December 31, 2024): **\$3,816.00**

K211511.5140

Site Rental: \$300.00/month x 12 months = \$3,600.00

NN Business Activity Tax: \$3,600.00 @ 6% = \$216.00

Fiscal Year 2025 (January 1, 2025 to December 31, 2025): **\$3,816.00**

K211511.5140

Site Rental: \$300.00/month x 12 months = \$3,600.00

NN Business Activity Tax: \$3,600.00 @ 6% = \$216.00

TOTAL AMOUNT OF THE CONTRACT BUDGET: **\$13,356.00**

NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT

POST OFFICE BOX 7440 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-7000 · FAX: (928) 871-4025

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THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



Exhibit "A"

AGREEMENT BETWEEN
THE NAVAJO NATION, DIVISION OF NATURAL RESOURCES,
NAVAJO AML RECLAMATION DEPARTMENT

AND

TUBA CITY EXPRESS, L.L.C.
501 Airport Drive, Suite 100
Farmington, New Mexico 87401

This Agreement made this 1st day of July, 2022 between Tuba City Express, L.L.C., herein called "TCE", and the Navajo Nation Division of Natural Resources, Navajo AML Reclamation Department, herein called "AML".

WITNESSETH:

TCE, in consideration of the covenants and agreements contained in this Agreement to be kept and performed by AML, and upon terms and conditions herein contained, grants use rights to AML for the following described property, hereinafter called "property", situated at Tuba City, Count of Coconino, State of Arizona, located within the boundaries of the Navajo reservation which comprises 6,000 square feet (100' x 60') , as shown on the drawing attached hereto and incorporated herein as Attachment "A".

AML agrees and covenants to TCE, as follows, for the right to occupy the property, to be charged on a monthly basis for a period commencing July 1, 2022 to December 31, 2025, unless terminated in accordance with provisions of this Agreement:

- 1) AML agrees to compensate TCE in an amount not to exceed \$13,356.00 (Thirteen Thousand Three Hundred Fifty-Six Dollars and no cents) for use of the property covered by this Agreement, at the rate of \$300.00 (Three Hundred Dollars and no cents) per month from July 2022 to December 2025 plus Navajo Nation Business Activity Tax of 6%.
- 2) Contract No. _____ shall cover this Agreement and reference to this number shall be made on all invoices or correspondences submitted by the TCE and AML for payment. Payment on this Agreement shall be made for Account No. **K211511.5140** for the forty-two (42) months of this contract as outlined Agreement Budget attached hereto and incorporated here in as Attachment "B".
- 3) Performance of this Agreement is contingent upon the availability of funds annually appropriated by the U.S. Office of Surface Mining Reclamation and Enforcement (OSMRE) to annually carry out the same.

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THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



GENERAL PROVISIONS

1. AML agrees to use the property exclusively for the Tuba City AML Field Office trailer and storage yard. In the event any other use is made of the premises by the AML, this Agreement shall be rendered void at the option of the TCE.
2. The parties hereto agree that AML may place materials, supplies, equipment, and any other improvements as may be mutually agreed upon, on the property, and remove same within ninety (90) days after the termination of its occupancy; provided, that AML may not attach such fixtures or improvements in such a way that the removal thereof would in any way damage the property.
3. AML shall, unless herein specified to the contrary, maintain the property in good repair and condition during the term of this Agreement. Upon termination of the Agreement, AML agrees to remove all trash, debris and unserviceable structures and to restore the premises to a neat and orderly condition.
4. The fence structuring and improvements place upon the land described in this Agreement shall be maintained in a neat and clean manner reflecting good workmanship, and in accordance with applicable codes and local requirements. AML understands that notification of the existence of undesirable conditions on property will require immediate corrective action.
5. The parties hereto understand that neither TCE, nor AML is the agent of the other, and neither is liable for the wrongful acts or negligence of the other.
6. TCE assumes no obligation to provide utility service or any connections thereof to any facilities located on this property and shall not be held responsible for any utility or service charges incurred on this property during the life of this Agreement. Alternatively, any utility service provided by the TCE will be covered under a separate miscellaneous service agreement.
7. TCE shall have the right, at any reasonable time during the term of Agreement, with advanced notice, to enter upon the property, to inspect the same and all buildings and other improvements thereon.
8. This Agreement shall not be assigned or transferred without written TCE first providing written approval.
9. The parties hereto understand that TCE and AML are afforded mutual termination rights upon 30 days notice to the other party.
10. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Navajo Nation.
11. The liability of the Navajo Nation under this Agreement is contingent upon the annual availability of appropriations to carry out the same.
12. The validity of this Agreement and any of its provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the Navajo Nation. Jurisdiction for the enforcement of the provisions of this Agreement shall be exclusively with the courts of the Navajo Nation.

END OF AGREEMENT AND GENERAL PROVISIONS

NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY
	NAIC # 13935
INSURED 166-326-9 TUBA CITY EXPRESS LLC 501 AIRPORT DR STE 105 FARMINGTON, NM 87401-5000	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 33 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	9841184	07/01/2021	07/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9841184	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9841185	07/01/2021	07/01/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

166-326-9
 NAVAJO AML RECLAMATION DEPT
 PO BOX 7440
 WINDOW ROCK, AZ 86515-7440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kern

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ATTACHMENT 'A'

TUBA CITY NAVAJO AML PROGRAM OFFICE
TRAILER SPACE LOCATION

