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Resolution No. 74-5

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

WHEREAS, the White Mountain Apache Tribal Council (hereinafter called the "Council") by Ordinance No. 47 adopted on January 16, 1963, chartered a public corporation known as the White Mountain Apache Housing Authority, and

WHEREAS, said Ordinance provides that the above-mentioned Authority shall have the power to lease property from the White Mountain Apache Tribe for such periods as are authorized by law, and to hold and manage or to sublease the same, and

WHEREAS, the Council and the Authority have agreed that a written Lease should be entered into covering land owned by the White Mountain Apache Tribe which is proposed to be used by the Authority for the development and operation of 25 dwelling units of a Mutual-Help Housing Project designated as Project No. Ariz. 16-9, Seven Mile.

BE IT RESOLVED by the White Mountain Apache Tribal Council as follows:

1. The Lease hereinafter set forth is hereby approved and accepted, both as to form and substance, and the Chairman and Secretary are hereby authorized and directed to execute said Lease on behalf of the Council.
2. Said Lease shall be in substantially the form attached hereto and made a part hereof.
3. This resolution shall take effect immediately.

The foregoing resolution was on January 9, 1974 duly adopted by a vote of 9 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

Fred Banashley
Chairman of the Tribal Council

W. Joseph C. Goodfield
Secretary of the Tribal Council

Resolution No. 74-5

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TRIBAL OPERATIONS

LEASE

This lease made and entered into this _____ day of _____
19_____, by and between the WHITE MOUNTAIN APACHE Tribe of the FORT
APACHE INDIAN Reservation, ARIZONA, hereinafter called the
"Lessor"; and the WHITE MOUNTAIN APACHE HOUSING Authority,
hereinafter called the "Lessee". This Lease shall be subject to the approval
of the Secretary of the Interior, or his authorized representative.

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned do
covenant and agree as follows:

1. Premises: The Lessor hereby leases to the Lessee the following
real property situated in the County of _____ State of _____
Described as follows:

The above property will comprise approximately _____ dwelling
sites.

2. Use of Premises. The premises shall be used for the purpose of
constructing and operating a Mutual-Help Housing Project, and its appurte-
nances, known as _____ Project, with the finan-

3. Term: Lessee shall have and hold the described premises with their appurtenances for a term of 25 years beginning on the date first above written. This lease shall automatically and without notice renew for an additional term of 25 years on the same terms and conditions contained herein. This lease may not be terminated by either or both parties during the initial or renewal term of the lease without the consent of the HAA or until the HAA's interest in the project has been terminated.

4. Consideration for Lease. In consideration of the Lessor entering into the lease, the Lessee agrees to pay with respect to each dwelling site comprising the property, the amounts set forth opposite Homesite No. 1 to Homesite No. _____ inclusive as shown on Exhibit A attached hereto and made a part hereof, such payment to be effected by the crediting of said amounts, as a Mutual-Help contribution to each Mutual-Help Participant or his successor in interest who will occupy each of the dwelling sites comprising the property. In addition, the Lessee shall pay the Lessor for the use of the premises rent at the rate of one dollar (\$1.00) for each 25 year term, payment to be made for each term in advance. It is agreed that there shall be no adjustment of these payments in the event that any part of the leased premises is taken by condemnation for highway or other public purposes. It is further agreed that this lease or any part thereof, including this paragraph, shall not be construed to prejudice the rights, or impair the prosecution of any claim, of the Lessee arising out of such condemnation proceeding.

5. Subleases and Assignments. The primary purpose of this lease is to provide Participants in the Mutual-Help Housing Project with sites for housing. The Lessee is hereby authorized to make subleases and assignments of

8. Termination of Federal Supervision. Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the Lessee shall be notified by the Secretary of any such change in the status of the land.

9. Share of Benefit from Lease. No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom.

10. Quiet Enjoyment. Lessor agrees to defend the title to the lease premises and also especially agrees that Lessee and its tenants shall peaceably and quietly hold, enjoy and occupy the leased premises for the duration of this lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or person whomsoever.

11. Surrender of Possession. If upon expiration or other termination of this lease, further use rights are not granted to the Lessee or its assigns by the Tribe, said Lessee or its assigns shall, upon demand, surrender to the Tribe complete and peaceable possession of the premises.

12. Unlawful Conduct. The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purpose.

13. Obligation to the United States. It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease are to the United States as well as to the Lessor.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date first above written.