

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

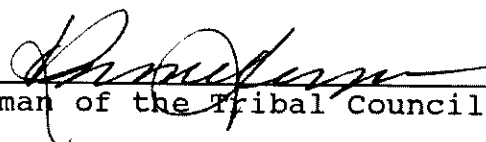
WHEREAS, the White Mountain Apache Tribe submitted an application for funding for the preservation of the structure known as Crook's Cabin at Fort Apache as authorized by Tribal Council Resolution No. 06-93-151; and

WHEREAS, the Tribe has been awarded \$72,600 by the State Office of Historic Preservation as requested; and

WHEREAS, the grant award requires that the Tribe agree to maintain the preserved structure for a period of twenty years and certain other conditions as stipulated in the document called "Attachment B Preservation Covenant."

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Preservation Restrictions (items 1-6) of Attachment B Preservation Covenant are adopted and agreed to by the White Mountain Apache Tribe.

The foregoing resolution was on November 4, 1993, duly adopted by a vote of seven for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (b,h,i,j,k,u) of the Amended Constitution and Bylaws 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).



Chairman of the Tribal Council



Secretary of the Tribal Council

WHEN RECORDED, RETURN TO:
State Historic Preservation Office
1300 West Washington
Phoenix, AZ 85007

Attachment B

**PRESERVATION COVENANT
SPECIAL CONDITIONS**
(Grants over \$10,000)

Project Name: Stabilization-Crook's Cabin, Ft Apache

Project Number: 649343

NAME OF PROPERTY: Crook's Quarters/Log Cabin

PROPERTY LOCATION/DESCRIPTION: Officer's Row (Box 628), Fort Apache, AZ

(hereinafter referred to as the **PROPERTY**)

This covenant is entered into by and between the White Mountain Apache Tribe, (hereinafter referred to as the **PARTICIPANT**) AND the State of Arizona acting through the Arizona State Parks Board (hereinafter referred to as the **BOARD**) for the following purpose:

This is a stabilization project for Crook's Cabin, a 1871 log structure located at Fort Apache on the White Mountain Apache Reservation. The resource is threatened due to the weathering and age. The cabin is extremely significant in history of the Fort. Scope includes roofing, roof structure, exterior wall, wall base, interior floor system and foundation. The Tribe would like to use the rehabilitated building for a period living history museum.

The affected Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is more particularly described above. The following preservation restrictions are set forth to ensure the preservation of the architectural and historical integrity of the Property which was listed or determined eligible for listing on the Arizona Register or the National Register of Historic Places on

In consideration of the funds received in grant-in-aid assistance through the **BOARD** from the **ARIZONA HERITAGE FUND**, the **PARTICIPANT** hereby agrees to the following restrictions which shall run with the property for a period of **twenty (20) years** from the start date of the Participant Agreement. These restrictions shall be binding upon all future owners of an interest therein during the term of this covenant. This Preservation Covenant shall be recorded with the current deed to the property described above prior to the commencement of work. It is further agreed that the State Historic Preservation Office/**BOARD**, in no way, assumes any obligation for maintaining, repairing, or administering said Property. This covenant shall be enforceable in specific performance by a court of competent jurisdiction.

PRESERVATION RESTRICTIONS

1. The **PARTICIPANT** agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the Arizona Register or the National Register of Historic Places.

Rev. 9/7/93

2. The PARTICIPANT agrees that no visual or structural alterations will be made to the Property without prior written permission of the BOARD.
3. The PARTICIPANT agrees that the BOARD, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this covenant are being observed.
4. The PARTICIPANT agrees that when the Property is not clearly visible from a public right-of-way or includes interior work funded with Arizona Heritage Fund grants, the Property will be open to the public for the purpose of viewing the grant-funded work, no less than 12 days a year on an equitably spaced basis and at other times by appointment. The PARTICIPANT may charge a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The PARTICIPANT further agrees that when the Property is not open to the public on a continuous basis, and when the improvements funded with Arizona Heritage Fund grants are not visible from the public right-of-way, notification will be published in newspapers of general circulation in the community area in which the Property is located indicating dates and times when it will be open. Documentation of such notice will be furnished annually to the State Historic Preservation Officer during the term of the covenant.
6. The PARTICIPANT agrees to comply with ARS § 34-401 to 34-439, *Structure of Buildings*. This law provides design criteria for public access to public buildings. Reasonable accommodation for qualified handicapped persons shall be made in consultation with the Arizona State Historic Preservation Office.

It is not required that the PARTICIPANT make every part of the Property accessible to and usable by physically handicapped persons. If accessibility cannot be provided to historic buildings/archaeology sites, alternative solutions should be found to provide "programmatic accessibility." That is, for at least those periods when handicapped individuals are visiting this property, videos, slide presentations, and/or exhibits and photographs (or other audio-visual material and devices) may be used to depict otherwise inaccessible areas or features of those historic properties assisted with grant funds.

In Witness Whereof, the PARTICIPANT and the BOARD have executed this Preservation Covenant which shall become effective immediately upon recordation. The PARTICIPANT approves this preservation covenant as a free act which is recorded on the deed of the referenced property.

PARTICIPANT

ARIZONA STATE PARKS BOARD

SIGNATURE

SIGNATURE

NAME PRINTED

JAMES GARRISON
NAME PRINTED

TITLE

State Historic Preservation Officer

DATE

DATE

ACKNOWLEDGEMENTS TO THIS COVENANT ARE ON PAGE 3

Rev. 9/7/93