

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

WHEREAS, the Tribal Council is advised that the Cedar Creek Community has negotiated a lease with the Bureau of Indian Affairs Fort Apache Agency for use of the Cedar Creek Community Building by the John F. Kennedy School; and

WHEREAS, the Tribal Council has reviewed the proposed lease with the Bureau of Indian Affairs and concludes that the Fort Apache Agency should be granted a five year lease pursuant to the terms and conditions of the lease attached and incorporated by reference herein.


BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a five year lease to the Bureau of Indian Affairs Fort Apache Agency in accordance with the terms and conditions of the attached lease.

The foregoing resolution was on September 27, 1995, duly adopted by a vote of nine for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a),(h), (i), and (m) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council

ACTING



Secretary of the Tribal Council

**LEASE AGREEMENT
BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
BUREAU OF INDIAN AFFAIRS FORT APACHE AGENCY
FOR
JOHN F. KENNEDY SCHOOL**

This is a contract for Lease made and entered into on this _____ day of _____, 1995 between the White Mountain Apache Tribe (hereinafter Lessor). and The Bureau of Indian Affairs Fort Apache Agency (hereinafter Lessee).

1. **Leased Premises:** The terms of this contract for Lease are applicable to the leased premises described as the Cedar Creek Community Building located at Cedar Creek, Arizona on the Fort Apache Indian Reservation. It is understood that this Lease shall not be construed as a grant of tribal land assignment to the Lessee.
2. **Term:** The term of this Lease shall be for five years commencing October 1, 1995 and terminating September 30, 2000.
3. **Lease Fee:** Lessor hereby agrees to waive the lease fee.
4. **Use of Premises:** The premises shall be used and occupied by Lessee exclusively for classroom purposes for the John F. Kennedy School.
5. **Condition of Premises:** Lessee has examined the demised premises, including the grounds and all buildings and improvements, and agrees they are, at the time of this Lease, in good order, and in a safe, clean and tenantable condition. The Lessee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation and safety acceptable to Lessor.
6. **Care of Premises:** The Lessee shall exercise diligence in protecting from damage the land and property of the Lessor covered by and used in connection with this lease, and shall pay the Lessor for any damage resulting from negligence or from the violation of the terms and conditions of this lease.
7. **Utilities:** Lessee shall pay all utilities.
8. **Maintenance and Repair:** The Lessee shall, at all times during the term of this lease and at the Lessee's expense, maintain the premises in good order and repair and in a clean, sanitary, and attractive condition.

9. **Liability of Lessor:** Neither the Lessor nor its officers, agents, nor employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or any of the Lessee's employees, guests, or invitees, or any person whomsoever, caused by any use of the leased premises, or by a defect in any building, structure, or other improvement erected thereon, or arising from any accident on the leased premises or any fire or other casualty thereon, or occasioned by the failure on the part of the Lessee to maintain the leased premises in a safe condition. Lessee, as a material part of the consideration of this lease, hereby waives on Lessee's behalf all claims and demands against Lessor and agrees to indemnify and save Lessor free and harmless from liability for all claims and demands for any such loss, damage, or injury, together with all costs and expenses arising therefrom and in connection therewith.

10. **Assignment and Subletting:** The Lessee shall not encumber, assign, sublet or transfer this Lease or any right thereto, or the improvements thereon, present or prospective without the written consent and approval of the Lessor.

11. **United States Governmental Regulations:**

(a) While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the Lessor.

(b) 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 and its surety or sureties shall be notified of any such change in the status of the land.

12. **Termination:** The lessor and the Lessee shall have the right to unilaterally terminate this lease, with or without cause, upon thirty (30) days written notice to the other party.

13. **Default:** Time is hereby declared to be of the essence in this lease. If the Lessee fails to pay any charge or demand provided for in this lease and if such default shall continue uncured for a period of seven (7) days from and after written notice by Lessor, or in the event Lessee shall default in the performance of or breach any other covenant, condition or restriction of this lease, and if such default or breach shall continue uncured for a period of seven (7) days from and after notice thereof by Lessor to Lessee, then Lessor, at its option, may declare this lease forfeited by giving the Lessee written notice thereof, and upon such forfeiture, Lessee shall thereafter have no further rights or interests hereunder in the leased premises or any party thereof, and the Lessor may re-enter and take possession of the leased premises.

15. **Delivery of Premises:** At the termination of this lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and acts of God excepted.

16. **Right of Inspection:** The Lessor shall have the right at any time in the presence of the Lessee and during the term of this lease, to enter upon the leased premises or any part thereof, to inspect the same and other improvements erected and placed thereon.

17. **Renewal:** This lease may be renegotiated and renewed for an additional term upon the mutual consent of the parties.

18. **Holdover by Lessee:** Holding over by the Lessee after the expiration of the term of this lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder to the leased premises.

19. **Removal of Personal Property:** Upon abandonment, termination, revocation or cancellation of this lease, the Lessee may remove, within a reasonable time not to exceed thirty (30) days, weather permitting, all personal property, except those owned by the Lessor. All personal property not so removed within the time specified shall be considered abandoned by the Lessee and shall become the property of the Lessor.

20. **Binding Effect:** This lease and the covenants, conditions, and restrictions hereof shall be extended to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto.

21. **Applicable Law:** In the event of any claim, dispute, action or other matter arising out of or relating to this lease agreement, the law which shall be applied in the resolution of said claim, dispute, action, or other matter shall be the laws, ordinances and regulations of the White Mountain Apache Tribe and any applicable laws and regulations of the United States.

22. **Jurisdiction:** The Lessor and Lessee specifically stipulate that any and all claims, disputes, actions, and any other matters in question which are filed or raised by the Lessee against the Lessor, and arising out of or relating to this lease or breach thereof, shall be heard exclusively in the Tribal Court of the White Mountain Apache Tribe.

23. **Sovereign Immunity:** Nothing in this lease agreement or breach thereof shall constitute a waiver of the sovereign immunity of the White Mountain Apache Tribe, its employees, agents, representatives or attorneys for any purpose whatsoever.

24. **Integrated Agreement:** This instrument contains the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding, and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. This agreement may not be enlarged, modified, or altered except by the mutual written consent of the parties.

EXECUTED in Whiteriver, Arizona this _____ day of _____, 1995.

LESSOR:
WHITE MOUNTAIN APACHE TRIBE

By  _____
Ronnie Lupe, Chairman

LESSEE:
FORT APACHE AGENCY

By _____