

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

WHEREAS, tribal member Joyce (Perry) Yazzie has a current Residential Lease for Lot A-102 in the Hondah Homesites; and

WHEREAS, Mrs. Yazzie's spouse, Dickie Lee Yazzie, is eligible to receive a newly constructed home for his family through the Navajo Relocation Program, provided that he has a valid lease or land assignment for the proposed home site; and

WHEREAS, Mr. Yazzie is a member of the Navajo Tribe and therefore, is not eligible for an assignment of land on the Fort Apache Indian Reservation; and

WHEREAS, Joyce (Perry) Yazzie wishes to cancel her existing residential lease for the premises identified as Hondah Homesites Lot A-102, and requests that the Tribal Council grant her and her spouse a new Residential Lease for the same premises, for the purpose of complying with requirements of the Navajo Relocation Program; and

WHEREAS, the Tribal Legal Department has prepared a Residential Lease, attached hereto, which meets requirements of the Navajo Relocation Program and the White Mountain Apache Tribal Law and Order Code; and

WHEREAS, the Tribal Council has considered this request and believes it would be in the best interest of the Yazzie family to grant this request.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby cancels the Residential Lease previously approved to tribal member Joyce (Perry) Yazzie for Hondah Homesites Lot A-102.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a Residential Lease, in the form attached hereto, to tribal member Joyce (Perry) Yazzie and her spouse, Dickie Lee Yazzie, for a term of 25-years, with an automatic 25-year renewal, for the premises described as Hondah Homesites Lot A-102, pursuant to the following conditions:

1. Residential Lease shall contain certain terms and conditions as negotiated between the Tribal Legal Department and Office of Navajo & Hopi Relocation;
2. Construction of the home shall commence within ninety (90) days, weather permitting, and shall be completed within two years of the date of this resolution;
3. The premises shall not be rel-leased or rented without Tribal Council permission in the form of a resolution;
4. Boundaries of the leased premises shall not exceed the original land assignment described herein;

5. Any new addition or construction of the premises must be approved by the Tribal Engineering Department;
6. The Tribe must approve the removal of any trees on the property;
7. Said premises shall be used for residential purposes only and no purpose that would injure reputation or be in violation of law;
8. No horses or other livestock shall be permitted to be on the premises without the consent of the Tribal Council;
9. Lessee shall, at Lessee's sole cost and expense, keep and maintain all building structures and other improvements on said premises in good order and repair and the whole thereof in a clean, sanitary, neat and attractive condition;
10. The Lessee shall not encumber, assign or transfer ownership of the premises without the written consent of the Tribe in the form of a Tribal Council Resolution;
11. No commercial business is allowed to take place on the premises, such as auto repair, nurseries, junk yards, or any other wholesale or retail business that would detract from a residential appearance;
12. Lessee shall obtain certification that water and septic/sewer facilities are available from the Tribe or IHS prior to adding any improvements to structures located on the premises, or constructing or adding any improvements on the premises.

BE IT FURTHER RESOLVED by the Tribal Council that violation of any of the foregoing conditions shall make this authorization for a lease null and void.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman, or in his absence, the Vice Chairman or other duly authorized representative, to execute any and all documents necessary to carry out the intent of this resolution.

The foregoing resolution was on November 27, 2002, 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 IV, Section 1(a), (b), (h), (i), (t) and (u) 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


Secretary of the Tribal Council

State of Arizona
MARRIAGE LICENSE

COUNTY OF NAVAJO

TO ANY PERSON AUTHORIZED TO PERFORM MARRIAGE CEREMONIES WITHIN THIS COUNTY, OR STATE:
You Are Hereby Authorized To Solemnize The Rites of Matrimony

DICKIE LEE YAZZIE

BETWEEN

of KEAMS CANYON NAVAJO ARIZONA
Town County State

JOYCE MARIE PERRY

AND

of WHITERIVER NAVAJO ARIZONA
Town County State

In Witness Whereof, I have hereunto set my hand and affixed my official seal
this 03RD day of OCTOBER A.D., 2002

Juanita Mann

Clerk of the Superior Court of the State of Arizona, in and for the County of Navajo

By *Amy Maestas* Deputy Clerk

Marriage Certificate

This Certifies That *Dickie Lee Yazzie* and *Joyce Marie Perry*
were united in marriage at *Riverside Church* according to the laws of Arizona
and by the authority of the foregoing License and by a legal official, in the presence of two witnesses of lawful age, who have
attached their signatures as witnesses to said ceremony.

In Witness Whereof, the said contracting parties, the said witnesses and the said
Valentina Begay, who solemnized such marriage ceremony, have
hereunto set their hands, this *5th* day of *October* A.D., *2002*

Ronald Ethelbert
(Witness)

Joyce Marie Perry
(Bride)

Lorenzo Yazzie
(Witness)

Dickie Lee Yazzie
(Groom)

Sign and return this license to the Clerk of Superior
Court, Holbrook, Arizona, within 10 days.

Valentina Begay
(Officer, Minister or Person Performing Ceremony)

Recorded this *5th* day of *October* in *2002*

Juanita Mann, Clerk

By _____ Deputy Clerk

State of Arizona

WHITE MOUNTAIN APACHE TRIBE
FORT APACHE INDIAN RESERVATION

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RESIDENTIAL LEASE

LEASE NO. RFA-02-607

THIS LEASE made and entered into between the White Mountain Apache Tribe, hereinafter designated as "LESSORS" and Joyce (Perry) Yazzie of P.O. Box 828, Fort Apache, AZ 85926 a member of the White Mountain Apache Tribe residing upon the Fort Apache Indian Reservation, hereinafter designated as "LESSEE", and Dickie Lee Yazzie of P.O. Box 828, Fort Apache, AZ 85926 a non-member of the White Mountain Apache Tribe, hereinafter designated as "TENANT".

WITNESSETH

1. **SECRETARIAL APPROVAL.** As used in this Lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415.
2. **TENANT.** As used in this lease, "Tenant" means a person who is authorized by Tribal Council resolution to reside on the land assignment granted herein for the initial lease term of twenty-five years and an additional approved twenty-five year term thereafter, until Tenant's death, without permanent right or interest in said land assignment, such that Tenant is not able to dispose or transfer said land assignment at any time.
3. **ALIENATION and TRANSFER of LAND ASSIGNMENT.** Should any Lessee predecease Tenant, the land assignment shall first revert to any remaining Lessee who is currently an enrolled member of the White Mountain Apache Tribe. Should there fail to be any qualified Lessee noted herein who can assume this land assignment, said assignment and all interest therein shall revert to the White Mountain Apache Tribe for assignment to an enrolled member of the White Mountain Apache Tribe who is eligible to assume all rights and interests in property of Tenant as a successor in interest, with the requirement that Tenant retain all rights and interests in the land assignment until death.
4. **AUTHORITY.** Lessor is authorized to enter into this Lease by law and in accordance with Resolution No. 11-2002- adopted by the White Mountain Apache Tribal Council on November, 2002, attached to this Lease as EXHIBIT A, the terms and conditions of which are incorporated into this Lease by this reference.
5. **PREMISES.** Lessor hereby leases to Lessees all that tract or parcel of land situated in the Hondah Homesites (Lot A-102) Community, Fort Apache Indian Reservation, County of Navajo, State of Arizona, as shown on the attached plat map incorporated as EXHIBIT B to this Lease.
6. **USE OF PREMISES.** The object of this Lease is to enable the Lessees to construct, improve and/or maintain a dwelling and related structures on the Premises, and otherwise to use Premises as a principal residence.
7. **TERM.** (a) Lessee shall have and hold the Premises for a term of twenty-five (25) years beginning on the effective date of this Lease. This Lease shall automatically and without notice renew for an additional term of twenty-five (25) years on the same terms and conditions contained herein. The Lease may not be terminated by either or both parties during its initial or renewal term if, and as long as, the Lease and/or any

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Improvements on the Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the Lender.

(b) This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would void the interest in the Premises, including improvements thereon, acquired in accordance with the provisions hereof, by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage, or lien, or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase.

(c) In the event a Lender acquires a mortgage on the interest created by this Lease, Lessor shall not terminate the Lease without the written consent of the Lender, as long as the mortgage is in force.

8. RENT. The improvement of housing for Tribal families is a public purpose of Lessor. The consideration of this Lease is (1) the said purpose, (2) the promise hereby given of Lessees to pay the Lessor rent at the rate of One Dollar (\$1.00) for each twenty-five (25) year term, payment to be made each term in advance, (3) the extinguishment, hereby agreed to by Lessees of any and all use rights heretofore held by Lessees in the Premises, so Lessees shall hereafter hold rights only by virtue of this Lease, and (4) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor. It is agreed that there shall be no adjustment of the rent if the Lease is terminated before its term or otherwise would expire or in the event that any part of the Premises is taken by condemnation for highway or other public purposes.

9. IMPROVEMENTS. Except as otherwise provided in this Lease, all buildings or other improvements now existing or hereafter constructed on the Premises shall be the leasehold property of Lessees during the term of this Lease, including any extension or renewal thereof. Upon the expiration or termination of this Lease, Lessees may remove, within a reasonable time not to exceed ninety days, weather permitting, all structures and improvements, except those owned by the White Mountain Apache Tribe, and further excepting therefrom all septic tanks or water or sewage lines which are attached to the land and all electric lines or poles. All fixtures and improvements not so removed within the time specified shall be considered abandoned by Lessees.

10. HOLDOVER. Upon expiration or termination of this Lease, Lessees and any successors in interest shall surrender to Lessor complete and peaceable possession of the Premises. Holding over by Lessees after the expiration of the term of this Lease shall not constitute a renewal or extension thereof or give Lessees any rights hereunder or in or to the Premises.

11. BURNING. Lessees shall take all reasonable precautions to prevent and suppress forest fires. No materials shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from Lessor or its authorized agent. The roof shall be kept clear of leaves and other flammable material and the grounds shall be kept clear of all brush, dry grass or other inflammable waste material for a distance of twenty-five (25) feet on all sides of the dwelling, and all campfires built outside the dwelling will be confined to small areas cleared of all flammable material and will be carefully tended until extinguished. Brush or debris burning will not be allowed during windy or dry periods.

12. FEDERAL SUPERVISION. (a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the Premises by the issuance of a fee patent, the lifting of restriction on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate this Lease.

(b) 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 herefrom.

(c) Lessees agree not to use or cause to be used any part of the Premises for any unlawful conduct or purpose.

13. QUIET ENJOYMENT. Lessor agrees to defend the title to the Premises and also agrees that Lessees and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Premises

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for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other persons, except as otherwise provided in this Lease. Lessees in exercising the privileges granted by this Lease, covenants and agrees that the Premises shall be used only and exclusively for proper and legitimate residential purposes, and it is expressly agreed between the parties hereto that Lessees will not use or suffer or permit any person to use in any manner whatsoever the demised premises, or any building or improvements thereon or any portion thereof, for any purpose calculated to injure the reputation of the premises or of the neighboring property, nor for any purpose or use in violation of the laws of the United States, or the ordinances or regulations of the White Mountain Apache Tribe, including but not restricted to Tribal Fish and Game Laws, nor for any immoral or unlawful purpose whatsoever; and Lessees further covenants and agrees not to disturb the peace or quiet of the neighborhood.

14. DEFAULT. No part of the Premises may be used to commit waste, as defined by Tribal law, nor to maintain a nuisance, as defined by Tribal law. Should Lessees default on or breach any covenant of this paragraph, or commit any other material breach of this Lease, and if such breach remain uncured for a period of thirty (30) days after written notice thereof by Lessor to Lessees, as provided under Section 7.5(l) of the Housing and Construction Code, Lessor may declare the Lease in default and may bring an eviction proceeding. No period to cure shall not be permitted if Lessees' breach is by reason of Lessees' use of the Premises to conduct an unlawful purpose. In the event of an eviction, this Lease shall not be terminated, except as permitted by Paragraph 7.

15. INDEMNIFICATION. (a) Neither Lessor nor the United States Government, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of Lessees or sublessee or any of Lessee's or sublessee's employees, guests, or invitees, or any other person whomsoever, caused by any use of the Premises, or by any defect in any building, structure, or other Improvement erected thereon, or arising from any accident on the Premises or any fire other casualty thereon, or occasioned by the failure on the part of Lessees or sublessee to maintain the Premises in a safe condition, or by any nuisance made or suffered on the Premises, or by any act or omission of Lessees or sublessee, or of Lessee's or sublessee's employees, guests, or invitees, or arising from any other cause whatsoever.

(b) Lessees, 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, protect and save harmless Lessor, the United States of America, its officials and employees, the White Mountain Apache Tribe of Indians and individual members thereof from and against all claims, demands and damages, together with costs and expenses arising out of Lessee's negligence or actionable faults in connection with occupying the Premises.

16. RECONSTRUCTION. In the event of the partial or total destruction of any Improvement, under this Lease, Lessees, at Lessees' sole cost and expense, shall reconstruct the building or improvements in compliance with applicable laws and building regulations and in accordance with the original general plans, if any, agreed upon under this Lease, excepting those changes, alterations, or omissions permitted by the written consent of Lessor. Such reconstruction shall commence within ninety (90) days, weather permitting, after the injury occurs and shall be pursued diligently. Failure to abide by this provision shall result in the termination of this Lease. If the interest of a bona fide lender or guarantor would be affected, such termination shall comply with Paragraph 5 of this Lease.

17. TAXES AND LIENS. (a) Lessees shall not permit mechanics', material-men's, contractors' or subcontractors' liens arising from any work of construction, repair, restoration or removal, or any other claims or demands of any nature to be enforced against the Premises or any part thereof except with the written approval of Lessor and Secretary, but Lessee shall pay all such claims, liens and demands before any action is brought to enforce same; or if Lessees desire to contest any such lien, claim, or demand, Lessees may do so, provided that Lessees will deposit an adequate bond to prevent enforcement of any lien if Lessees is unsuccessful in such contest and Lessees agree to hold Lessor and the Premises free and harmless from any and all such liens, claims, or demands, together with all costs and expenses in connection therewith, Lessees similarly shall have the right to contest any asserted tax or assessment against property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessor will execute any documents necessary in Lessee's contest. (b) Lessees shall pay, when, as the same become due and payable, all taxes, general and special assessments, and other like charges, including any and all licenses, fees or charges properly assessed, which may be levied, assessed, or imposed during the term of this Lease or

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against the Premises and all interests therein and Improvements and other property thereon to which either Lessees or Lessor may become liable in relation thereto; and Lessees agree to protect and hold harmless Lessor and the Premises and all interests therein and Improvements thereon from any and all such taxes, assessments, and charges and from any lien therefor or sale or other proceedings to enforce payment thereof. Upon written application of Lessor, Lessees shall furnish to Lessor for inspection and for such use as may be proper for the protection of Lessor's interest in the Premises, written evidence duly certified that any and all taxes required to be paid by Lessees hereunder have been paid, satisfied, or otherwise discharged. Lessor shall execute and file any documents requested by Lessees with reference to real estate tax exemption of the land.

(c) In the event Lessees shall fail to pay any tax, assessment, or other charges upon the Premises when due and payable as provided herein, or shall fail to pay any lien or claim for labor or material used or employed in, or any claim for damages arising out of the construction, repair, restoration, maintenance, and use of the Premises and the Improvements erected and placed thereon, or any other claim, charge, or demand which Lessees have agreed to pay under the covenants of this Lease, then Lessor may, at its option, if Lessees, after written notice from Lessor, have failed to pay or to post bond against enforcement, pay any such tax, assessment, lien, claim, charge, or demand, or settle or discharge any action therefor, and all costs, expenses, damages and other sums incurred by Lessor in connection therewith shall be paid to Lessor upon demand, together with interest thereon at the rate of six percent (6%) from the date of payment until repaid, and any default in such payment shall constitute a breach of the covenants and conditions of this Lease.

18. ASSIGNMENT. (a) Except as otherwise provided herein, Lessees shall not encumber or assign this Lease without the prior written approval of Lessor, and if this Lease and/or any improvements on the Premises are mortgaged or pledged as security for a loan, without the written approval of Lessor and the lender. Lessees may assign the Lease or deliver possession of the Premises, including any Improvements thereon, to the lender or its successors in interest if Lessees default in any mortgage or other loan agreement for which the Lease and/or improvements on the Premises are pledged as security, provided the Lender complies with the provisions of subsection (b) below. Lessees may not execute a mortgage, declaration of trust or other security instrument pledging Lessee's interest in this Lease or any Improvements on the Premises without the prior written consent of Lessor and the approval of the Secretary. With Lessor's and the Secretary's approval, Lessees may execute and record a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of a dwelling and related structures. Such security instrument(s) may permit the mortgagee or other lender to foreclose or institute other appropriate proceedings under law in the event of default on any mortgage or other loan agreement by Lessees.

(b) Notwithstanding the provisions contained above, the following additional requirements shall be applicable if this Lease secures a mortgage on the leasehold premises and/or improvement thereon.

(1) Lessees shall not sell or otherwise assign this Lease without the prior written consent of the White Mountain Apache Tribe.

(2) In the event a Lender acquires the Lease by foreclosure, or by the assignment of the Lease by Lessees, for which the approval of the Tribe is not required, then:

(i) The Lender will notify the Tribe of the availability of the Lease and Improvements for sale, the sales price and other terms of sale.

(ii) The Lender may sell and/or transfer the Lease and Improvements to the White Mountain Apache Tribe, an enrolled member of the White Mountain Apache Tribe or the White Mountain Apache Indian Housing Authority.

(iii) If a purchaser cannot be found, the Lender shall be entitled to sublease the Premises to the White Mountain Apache Tribe, an enrolled member of the White Mountain Apache Tribe or the White Mountain Apache Indian Housing Authority. The term of the initial sublease period and any succeeding periods shall not exceed one year each. Any purchaser must wait where the Premises are sublet until the expiration of any current sublease before occupying the premises.

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(iv) The Lender may not sell and/or transfer the Lease and Improvements to any person or entity other than to the White Mountain Apache Tribe, or an enrolled member of the White Mountain Apache Tribe or the White Mountain Apache Indian Housing Authority.

(v) No mortgagee may obtain title to the interest created by this Lease without the prior written consent of Lessor.

19. **OPTION.** In the event of default by Lessees of this Lease or on any mortgage or other loan agreement for which this Lease or any improvements on the Premises are pledged as security, Lessor shall have the right of first refusal to acquire to Lessee's interest in the Premises (subject to all valid liens and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from Lessor to Lessees and the lender; provided, however, Lessee shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by Lessor through exercise of said right of first refusal shall not merge with any other estate of title held by the White Mountain Apache Tribe as long as mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.

20. **EFFECTIVE DATE.** This Lease and all its terms, provisions and exhibits shall be binding upon Lessees and Lessee's heirs, successors, executors, administrators and assigns, and any successor in interest to Lessor, and shall take effect on the ___day of November, 2002.

21. **OBLIGATIONS TO THE UNITED STATES.** It is understood and agreed that while the Premises are in trust or restricted status, all of Lessee's obligations under this Lease, and the obligation of Lessee's sureties, are to the United States as well as to Lessor.

22. **EFFECT OF WAIVER AND ENFORCEMENT.** The waiver by Lessor of any breach, condition or provision of this Lease shall be limited to the particular instance, and shall not operate or be deemed to waive any further breach or breaches of said condition or provision.

23. **NOTICES.** Whenever under this Lease provision is made for notice of any kind, it should be deemed a sufficient notice and service thereof if the said notice to Lessee is in writing and addressed to the last known post office address of Lessees and deposited in the mail; and notice to Lessor shall be deemed sufficient notice and service thereof if the notice is in writing addressed to the White Mountain Apache Tribe, Legal Department Realty Division, at Whiteriver, Arizona, and deposited in the mail. Notice need be sent to only one Lessee where the Lessees consist of more than one person.

24. **CAPTIONS OR HEADNOTES.** The captions or headnotes in this Lease are intended for convenience only and in no way define, limit or describe the scope of intent thereof, or of this Lease, nor in any way affect this Lease.

LESSOR:
WHITE MOUNTAIN APACHE TRIBE

By _____
Tribal Chairman

Date: _____

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LESSEES:

Lessee: Joyce (Perry) Yazzie

Tenant: Ferry (Walker) Carroll

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APPROVED:
SECRETARY OF THE INTERIOR

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By _____
Superintendent, Fort Apache Agency

Date: _____

UNITED STATES DEPARTMENT OF THE INTERIOR
Pursuant to the Authority delegated to the Assistant
Secretary-Indian Affairs by 209 DM 8, 230 DM 1, and to the
Western Regional Director by 3 IAM 4 (Release No. 99-03),
and to the Superintendent/Field Representative by 10 BIAM
11, as amended by Western Regional Release No. 97-1.

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AFFIDAVIT OF LESSEES

STATE OF ARIZONA)
) ss
County of _____)

We, Joyce (Perry) Yazzie and Dickie Lee Yazzie, Lessee and
Tenant herein, being duly sworn, depose and say that we are leasing the land herein for our own use and
benefit, and not directly for the benefit of any other person or corporation; that Lessee and Tenant have no
agreement, arrangement or understanding with any person or corporation whereby the said land, or any part
thereof, shall or may be used, enjoyed or occupied by or for the benefit of any person or corporation other
than ourselves.

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LESSEE: Joyce (Perry) Yazzie

TENANT: Dickie Lee Yazzie

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of
_____, by _____ and _____.

Notary Public

My Commission Expires:
