

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

WHEREAS, the education of the Indian children on the reservation is of a prime importance to the welfare of the White Mountain Apache Tribe, and

WHEREAS, Elementary School District No. 20, Navajo County, Arizona, has requested a lease of a certain site on the reservation for the purpose of constructing an elementary school thereon.

BE IT RESOLVED that the Chairman of the Tribal Council is authorized for and on behalf of the White Mountain Apache Tribe to execute a twenty-five year gratuitous lease with an option to renew for an additional period of twenty-five years with the Elementary School District No. 20, Navajo County, Arizona for the construction of an elementary school on said site.

BE IT FURTHER RESOLVED that the area being leased is located on the Fort Apache Indian Reservation and described as follows:

Commencing at the N.E. corner of Section 36,
T.5N., T.22E., Gila and Salt River Meridian;
Thence along the North line of Section, S.89°
59'W., 994.62 feet; thence S.2° 25'30"E.,
668.20 feet to the point of beginning;
thence S.87°34'30"W., 417.92 feet;
thence N.18°07'30"W., 1041.00 feet;
thence N. 9°07'30"W., 150.00 feet;
thence N.63°27'30"E., 135.10 feet;
thence N.10°47'30"W., 400.00 feet;
thence N.69°17'00"E., 303.75 feet;
thence S.9°07'30"E., 700.00 feet;
thence S.18°07'30"E., 1041.00 feet to the
point of beginning.

Said parcel of land contains 14.25 acres. Access to stream on north to be on land to the north above described parcel.

The foregoing resolution was on June 28, 1961 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 (a) and (b) 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).

Lester Oliver
Chairman of the Tribal Council

Mary L. Goodfield
Secretary of the Tribal Council

JUL - 5 1961

Mr. F. M. Haverland

Director, Phoenix Area Office

Dear Mr. Haverland:

Resolution No. 61-64 was adopted on June 28, 1961 by the Council of the White Mountain Apache Tribe, pursuant to Article V, Section 1 (a) and (b) of the Tribe's constitution. Under the above-mentioned authority the Council is authorized to represent the Tribe and act in all matters that concern the welfare of the Tribe, to negotiate and make contracts and agreements of every description not inconsistent with law or the Tribe's constitution. The attached contract is subject to approval of the Area Director under authority delegated by Secretarial Order No. 2508, Amdt. 23 (23 F.R. 90) and Bureau Order 551, Amdt. 36 (22 F.R. 6878).

This contract is between the White Mountain Apache Tribe and the Elementary School District No. 20, Navajo County, Arizona. The metes and bounds description on page 1 of the attached contract is a parcel of land containing 14.25 acres. It will be noted that the plot extends from the southern boundary north to the East Fork River. It was necessary to take in this additional acreage in order to locate a water well within the parcel of land under lease to Elementary School District No. 20. The lease is for a period of 25 years with an option for an additional 25 years. The lesser agrees to pay the White Mountain Apache Tribe the sum of \$25, payable at the rate of \$1 per year.

The purpose of this contract is to set aside a parcel of land for the construction, operation and maintenance of an elementary school to be administered by the School Board of Public School District No. 20. The agreement also grants the right to ingress and egress together with the right to construct a roadway, erect telephone and telegraph, electric, water and gas lines on tribal lands within the leased area.

The School Board of District No. 20 anticipates the letting of a contract to build this elementary school during the month of July; therefore, I recommend that the attached contract be approved at an early date.

Sincerely yours,

7S/ Albert M. Hawley

Superintendent

Enclosure

UNITED STATES
DEPARTMENT OF THE INTERIOR
INDIAN FIELD SERVICE

Contract No. 14-20-0450-3755

THIS CONTRACT, made and entered into this 28th day of June, 1961,
by and between THE WHITE MOUNTAIN APACHE TRIBE OF INDIANS hereinafter called the
"lessor" and the ELEMENTARY SCHOOL DISTRICT NO.20, NAVAJO COUNTY, ARIZONA, hereinafter
called the "lessee" under and in accordance with the provisions of existing law and
the regulations prescribed by the Secretary of the Interior in the Code of Federal
Regulations, Title 25 --Indians, Part 131, and any amendments thereto relative to
leases on restricted Indian lands which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the mutual covenants and agree-
ments hereinafter set out, the lessor does hereby let and lease unto the lessee the
land and premises lying within the White Mountain Apache Indian Reservation described,
to wit:

Commencing at the N.E. corner of Section 36,
T.5N., T.22E., Gila and Salt River Meridian;
Thence along the North line of Section, S. 89°
59'W., 994.62 feet; thence S. 2°25'30"E.,
668.20 feet to the point of beginning;
thence S. 87°34'30"W., 417.92 feet;
thence N. 18°07'30"W., 1041.00 feet;
thence N. 9°07'30"W., 150.00 feet;
thence N. 63°27'30"E., 135.10 feet;
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thence N. 69°17'00"E., 303.75 feet;
thence S. 9°07'30"E., 700.00 feet;
thence S. 18°07'30"E., 1041.00 feet to the
point of beginning.

Said parcel of land contains 14.25 acres. Ac-
cess to stream on north to be on land to the
north above described parcel.

for the term of twenty-five years, beginning on the first day of July, 1961.

Lessor hereby agrees that, at the option of the lessee, this lease may be
renewed for an additional term of twenty-five years under the same terms and condi-
tions as herein specified. Lessee shall serve lessor with notice of its intent to ex-
ercise this option not less than twelve months prior to the date of the expiration of
the primary term.

In consideration of the mutual covenants and agreements contained herein, Lessee does hereby agree to take possession of the above described premises on the first day of July 1961, and pay to Lessor therefor the sum of twenty-five dollars (\$25.00), payable at the rate of one dollar (\$1.00) per year on the first day of July of each year, until the expiration of this lease; and, upon said expiration, peaceably to redeliver said premises to Lessor.

PURPOSE

The land and premises leased herein shall be used by the lessee solely to construct, operate and maintain an elementary school for free public education and instruction to all children within the said Public School District No. 20, and to carry on any and all business appertaining to an elementary school, including but not limited to, the building of employees' residences on the premises with the right to ingress and egress, together with the right to construct a roadway, subject to Bureau of Indian Affairs regulations, and to erect telephone, telegraph, electric, water and gas lines on tribal lands within the leased area, subject to applicable laws and regulations.

TITLE Lessee covenants and agrees as follows:

1. UNLAWFUL CONDUCT - - The lessee further agrees that it will not use or permit to be used any part of said premises for any unlawful conduct or purposes whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the lessee or with its knowledge, shall render this lease voidable at the option of the superintendent (25 CFR 131.17 (c)).

2. SUBLEASING - - ILLEGAL ASSIGNMENTS - - TRANSFERS - -

It is understood and agreed that no sublease, assignment, or transfer of this lease or of any interest therein can lawfully be made except with the consent of the lessor in writing, and the approval of the representative of the United States Government by whom this lease is approved, or his successor in office, and that any assignment, sublease, or transfer made or attempted without such consent and approval shall be void

and shall render this contract subject to cancellation by such officer.

3. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR

(a) Should the Secretary of the Interior, or his authorized representative, at any time during the life of this instrument, relinquish supervision because of termination statute, the removal of the trust or restricted status from all or part of the acreage covered hereby, or for other causes, such relinquishment shall not bind the lessee until said lessee shall have been given notice thereof. The notice shall state the extent of relinquishment of supervision and contain the name and address of the lessor, or its successors in interest, as of the date of such notice, and any future payments due under this contract shall be payable thereto. The responsibility for giving the notice of such change of status shall be on the lessor or its successors in interest; however, notice from the Secretary of the Interior or his authorized representative shall be binding.

(b) Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land during the term of this lease; however, such termination shall not serve to abrogate this lease. In the event of such termination, all powers, duties, or other functions of the Secretary of the Interior or his authorized representative shall terminate, and the responsibility for enforcing compliance with the covenants of this lease shall be assumed by the lessor, its heirs, devisees, executors, administrators, or assigns (25 CFR 131.17 (a)).

4. Neither the 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 the Lessee or Lessee's employees, guests, or invitees, or any other person whomsoever, caused by any use of the leased premises, or by any defect in any building, structure, or other improvement erected thereon, or arising from any accident on said premises or any fire or other casualty thereon, or occasioned by the failure on the part of the Lessee to maintain said premises in a safe condition, or by any nuisance made or suffered on said premises, or by any act or omission of Lessee or of Lessee's employees, guests or invitees, or arising from

any other cause whatsoever and 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.

5. INTEREST OF MEMBER OF CONGRESS - - No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

6. UPON WHOM BINDING - - It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease.

7. MUST BE APPROVED - - It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary of the Interior or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this

29th day of June, 1961.

WITNESSES:

Vernon A. Pittman Jr.
P.O. Whiteriver, Arizona
Daniel F. Averick
P.O. 647, Whiteriver, Arizona
Walter B. Mastromary
P.O. Box 306, Whiteriver, Ariz.
Robert W. Thompson
P.O. Box 252, Whiteriver, Ariz.

WHITE MOUNTAIN APACHE TRIBE

BY Lester Oliver
LESSOR

ELEMENTARY SCHOOL DISTRICT NO. 20

Frank B. Lewis
LESSEE
(Authorized Representative)

APPROVED: _____, under authority delegated by Secretarial

Order No. 2508, Amdt. 23 (23 F.R. 90) and Bureau Order 551, Amdt. 36 (22 F.R. 6878).

Area Director
Phoenix Area Office, Bureau of Indian Affairs