

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

WHEREAS, the Tribal Council is advised that the lease agreement for the McNary Post Office is due to expire on June 30, 1990, with no provision for an extension beyond that date; and

WHEREAS, an appraisal was done by the Bureau of Indian Affairs in contemplation of the expiration of this lease and renewal thereof, a copy of which is attached to this resolution; and

WHEREAS, the Tribal Council is advised that the Post Office is willing to enter into a five year lease at an annual rent of \$4,800.00 per year, at \$400.00 per month, beginning on July 1, 1990, with a 160 month renewal option at 450.00 per month or \$5,400.00 annually, commencing July 1, 1995 and terminating June 30, 2000; and

WHEREAS, the McNary Post Office performs a necessary public service for Tribal residents of the town of McNary and it would be in the best interests of the people of the White Mountain Apache Tribe to renew the post office lease for the time period requested in accordance with the provisions of the short form lease attached to this resolution and incorporated by reference herein.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes and approves a lease with the U.S. Postal Service at the annual rate specified in the short form lease attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman and in his absence the Tribal Vice-Chairman to sign any and all documents and leases to effectuate this resolution.

Resolution No. 05-90-103

The foregoing resolution was on May 31, 1990, duly adopted by a vote of eight 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 (h) (i) (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

RECEIVED

JUN -5 1990

**Fort Apache Indian Agency
Whiteriver, Arizona**

PARAGRAPH 8 - HAZARDOUS MATERIAL CLAUSE

In accordance with Federal Regulations and EPA Standards, no hazardous nor unhealthful materials may be present in or on any postal facility. Furthermore sites cannot have contaminated soil nor undisclosed underground storage tanks.

By execution of this lease the Lessor certifies:

- 1) The property and improvements are free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law.
- 2) There are no underground storage tanks or associated piping on the property.
- 3) The demised premises contain no friable or potentially friable asbestos material. "Friable asbestos material" means any material containing more than 1% asbestos by weight that hand pressure can crumble, pulverize, or reduce to powder when dry.

If contaminated soil, underground storage tanks or piping, or friable asbestos or any other hazardous or unhealthful material is subsequently identified, the Lessor agrees to remove such material upon notification by the U.S. Postal Service at Lessor's sole cost in accordance with EPA guidelines. If the Lessor fails to remove the asbestos or hazardous material the U.S. Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments. Alternatively, the Postal Service may at its sole discretion, cancel this lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

U.S. Postal Service
SHORT FORM LEASE

McNary, AZ - M.O.

Main Office, Station, Branch, Etc.

MAIN OFFICE

THE UNDERSIGNED, hereinafter called the Lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described, pursuant to the terms and conditions described herein and contained in PS Form 7417-A, General Conditions to Short Form Lease, attached hereto.

1. **Location.** The premises are located at: Hwy.-State #73, White Mtn. Apache Indian Reservation

McNary	Apache	AZ	85930-9998
<i>(City)</i>	<i>(County)</i>	<i>(State)</i>	<i>(ZIP + 4)</i>

Upon which is or will be located a one story Masonry building and which property contains or will contain areas, spaces, improvements, and appurtenances as follows: **Exhibit A - Legal Description Attached is added hereto and by this reference made a part hereof.**

Area	Dimensions	Net Sq. Feet	Area	Dimensions	Net Sq. Feet
First Floor	20' x 49'	980	Driveway		
Platform			Parking and Maneuvering		
Vehicle Storage (No. of Units)			Other (Describe)	Parking for four cars in front	

2. **Terms.** In each case, two (2) of the following paragraphs "A," "B," and "C" must be deleted.

A Month-to-Month. This is a month-to-month tenancy for an indefinite period beginning _____, 19____, and may be terminated at any time by either party giving to the other thirty days written notice, any such notice given by Lessor to be directed to the Contracting Officer.

B Fixed-Term. To have and to hold said premises with its appurtenances for a term of SIXTY (60) months beginning July 1, 1990, and ending June 30, 1995.

(1) The Postal Service may terminate this agreement at any time by giving thirty days written notice to the Lessor.
 (2) This agreement may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following monthly rentals provided notice be given in writing to the Lessor at least 30 days before the end of the fixed term and each renewal term provided herein.

No. of Months	At (Per Month Rental)	No. of Months	At (Per Month Rental)
(a.) <u>Sixty (60)</u>	<u>\$ 450.00</u>	(b.) _____	<u>\$ _____</u>
(c.) _____	<u>\$ _____</u>	_____	<u>\$ _____</u>

C Automatic Renewal. To have and to hold the said premises with its appurtenances for a term of one year beginning _____, 19____. Thereafter this agreement shall renew itself from year to year unless the Lessor gives written notice of termination thirty days before the end of any annual term, delivered to the Contracting Officer. The Postal Service may terminate this agreement at any time by giving thirty days written notice to the Lessor.

3. **Rental.** The Postal Service shall pay the Lessor monthly rental of \$ 395.00 ~~400.~~ payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to: **White Mountain Apache Tribe, Post Office Box 708, Whiteriver, AZ 85941**

4. Lessor, as part of the rental consideration shall furnish the following utilities, services, and equipment:
Heating equipment.

5. **Other Provisions.** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof: **The USPS shall pay recurring electric and gas charges which are separately metered for Post Office consumption. The USPS, shall also pay the water bill for the post office. Paragraph 8 - Hazardous Material Clause; Paragraph 9 - Deferred Maintenance Clause.**

6. The following paragraphs were *deleted* before signing:
Paragraphs 2A, 2B(2)(b), 2B(2)(c), 2C

7. The undersigned has completed and attached hereto Form 7319-B, Representations and Certifications, and Form 7319-C, Representations and Certifications (Business Data).

EXECUTED BY LESSOR _____, 19____

By: *Ronald [Signature]*
(Signature)

White Mountain Apache Tribe
(Print or Type Name and Title)

Identifying No.: 86 : 0092030

Address: Post Office Box 708
Whiteriver, AZ 85941 (602) 338-4371
(City, State, and ZIP + 4) *(Telephone)*

Witness: _____

ACCEPTANCE BY POSTAL SERVICE _____, 19____

By: _____
(Signature)

John L. Brieck,
(Print or Type Name)

Title: Manager, Real Estate Branch
(Contracting Officer)

Phoenix Facilities Service Office

Address: 1441 E. Buckeye Road
Phoenix, AZ 85034-4131 (602) 223-3531
(City, State, and ZIP + 4) *(Telephone)*

PARAGRAPH 9

McNARY, AZ 85930 -- MAIN OFFICE

DEFERRED MAINTENANCE CLAUSE

Any outstanding deferred maintenance existing on or prior to the expiration of the current Agreement terminating on June 30, 1990, will be corrected by the Lessor. If the Lessor fails to do the work by the effective date of the new lease, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this lease. The Postal Service will conduct a building inspection approximately six (6) months prior to the effective date of the new lease. This inspection will allow sufficient time for Lessor to correct all identified items of deferred maintenance prior to the above established deadlines.

Notice of this remedial action shall be furnished by Certified or Registered mail to the Lessor's Mortgagee and Assignee of the monies due or to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor.

LESSOR'S INITIALS R.L.

DATE 6-1-80

PRELIMINARY APPRAISAL ESTIMATE

PHOENIX AREA NO; F.A.7-89

AGENCY NO: H52-01-89-6

ALLOTMENT NO: TRIBAL

ACRES: PARTIAL

LEGAL DESCRIPTION: NOT AVAILABLE. LOCATED IN MCNARY

SEC T S T E COUNTY: APACHE

STATE: ARIZONA

VALUE REQUESTED (CHECK ONE)

 MARKET VALUE FOR A ROW

 X RENTAL VALUE

 OTHER:

DATE REQUESTED: SEPTEMBER 22, 1989

PRELIMINARY ESTIMATED VALUE: \$300/MONTH

COMMENTS: THIS PROPERTY IS LOCATED AT THE TOWN OF MACNARY, ONCE A BUSTLING COMMUNITY WITH THE SAWMILL. SINCE THE SAWMILL BURNED AND CLOSED, THE TOWN HAS LOST MOST OF THE BUSINESS AND INHABITANTS. THE POST OFFICE IS OFFERING TO LEASE A 20' X 49' SPACE FOR \$450 PER MONTH. THIS APPEARS TO BE MORE THAN A FAIR OFFER. LEASES IN THE COMMUNITIES OF PINETOP ARE LEASING FOR \$.50 TO \$.55 PER SQUARE FOOT PER MONTH IN PRIME SPACE AND LOCATION. THEREFORE, I VALUE THIS PROPERTY AT \$.30/SQ. FT. OR \$294/MONTH, ROUNDED TO \$300.

THREE HUNDRED DOLLARS PER MONTH




KEITH F. KASSELDER

STAFF APPRAISER

OCTOBER 25, 1989

PHOENIX AREA OFFICE



AREA REVIEWING APPRAISER

DATE: 10-25-89

WARNING: THIS FORM IS LIMITED TO IN-HOUSE EXCHANGES OF INFORMATION. IT DOES NOT CONTAIN THE DOCUMENTATION REQUIRED FOR AN APPROVED APPRAISAL REPORT. THE ESTIMATE IN A FULLY DOCUMENTED APPRAISAL MAY DIFFER FROM THE ABOVE.

BUREAU OF INDIAN AFFAIRS REAL ESTATE APPRAISAL SERVICES