

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

WHEREAS, the Tribal Council previously approved a long-term master lease with the White Mountain Apache Housing Authority for the Apache Dawn Housing Project; and

WHEREAS, the Apache Dawn Housing Project is near completion with the final Sixth Addendum, which encompasses 1.25 acres in which to construct two additional homes within the Whiteriver/Chinatown community; and

WHEREAS, since its inception in October 1999, the Apache Dawn project has provided 258 new homes for White Mountain Apache families within various communities on the Fort Apache Indian Reservation; and

WHEREAS, applicants have been selected for the 41 additional homes included in the Fifth and Sixth Phases of the Apache Dawn Project, which will be constructed within the communities of Cedar Creek (6), Canyon Day (12), Hondah (13) and Whiteriver/Chinatown (10), and funded through the previously approved bond financing; and

WHEREAS, pursuant to Section 1 of the Master Lease, the approval of the Tribal Council is required in order to encumber these final Phases of the Apache Dawn Project with Individual Loan Leasehold Mortgages, as defined therein; and

WHEREAS, after consideration of this matter, the Tribal Council believes it would be in the best interest of the Tribe to approve the final Lease Addendum for 1.25 acres within the Whiteriver/Chinatown community, and to grant permission to the Housing Authority to encumber the remaining 41 leasehold premises located within the Cedar Creek, Canyon Day, Hondah and Whiteriver/Chinatown communities.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the Addendum to Lease with the White Mountain Apache Housing Authority, attached hereto, for the Sixth Phase of the Apache Dawn Project encompassing 1.25 acres within the Whiteriver/Chinatown community.

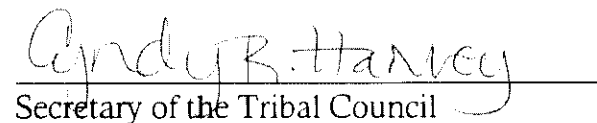
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves and grants authority to the White Mountain Apache Housing Authority as Lessee, to encumber the remaining 41 units of the Apache Dawn Project leasehold premises located within the Cedar Creek (6), Canyon Day (12), Hondah (13), and Whiteriver/Chinatown (10) communities, with Individual Loan Leasehold Mortgages, as defined in and subject to the conditions in the Master Lease.

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 APRIL 3, 2003, duly adopted by a vote of TWO for and ONE 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), (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).

ACTING

  
Chairman of the Tribal Council

  
Secretary of the Tribal Council

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs**

**SIXTH ADDENDUM TO LEASE**

**DRAFT**  
Lease No. \_\_\_\_\_

THIS SIXTH ADDENDUM TO LEASE, made and entered into this \_\_\_ day of April, 2003, in Whiteriver, Arizona, by and between the WHITE MOUNTAIN APACHE TRIBE, a federally recognized tribe ("Lessor"), and the WHITE MOUNTAIN APACHE HOUSING AUTHORITY, the tribally designated housing entity of the Lessor ("Lessee"). This Addendum to Lease shall be subject to the approval of the SECRETARY OF THE INTERIOR, or his authorized representative.

**RECITALS**

**DRAFT**

On October 19, 1999, the Lessor and the Lessee entered into that certain Lease ("Lease"), whereby the Lessor leased to the Lessee certain real property to be developed, operated, and managed by the Lessee, as a portion of that certain housing development described therein and known as Apache Dawn.

§1 of the Lease provides, in substance, that, as and when other Phases of Apache Dawn are ready for development and construction, the Lessor and the Lessee will enter into an Addendum to the Lease to include and incorporate within the Lease the additional leasehold property required for, and attributable to, such other Phases of Apache Dawn.

The Lessor, having been advised by the Lessee that it is prepared to commence the development and construction of Phase Five of Apache Dawn, which includes two (2) dwelling sites for housing for Members of the White Mountain Apache Tribe within the community of Whiteriver, Arizona, therefore desires to enter into this Sixth Addendum to Lease with the Lessee. Although these two (2) dwelling sites have previously been leased, or authorized to be leased, by the Lessor to the Lessee prior to the commencement of Apache Dawn, this Sixth Addendum has been determined necessary by the Lessor and the Lessee in order to subject these two (2) single-family dwelling sites to the terms and conditions of the Lease.

**WITNESSETH:**

The parties hereto, for the consideration hereinafter mentioned, do covenant and agree as follows:

- 1. **PREMISES.** The Lessor hereby leases to the Lessee the following real property situated in the County of Navajo, State of Arizona ("Leased Premises"), described as follows:

See Attached Exhibit "A" attached hereto  
and incorporated herein ("Legal Description")

**DRAFT**

The above property, as a portion of Phase Five of Apache Dawn as described in the Lease, will comprise two (2) dwelling sites for housing for members of the White Mountain Apache Tribe.

- 2. **INCORPORATION OF PREMISES WITHIN LEASE.** The Leased Premises shall be deemed fully incorporated within and made a part of the Lease in all respects, so that all of the terms and conditions of the Lease shall benefit, inure to, and be binding upon, as appropriate, the Leased Premises to the same extent and upon the same terms, as if the Leased Premises were originally designated as part of the Leased Premises within the Lease when it was executed by the Lessor and the Lessee.
- 3. **APPROVAL.** It is further understood and agreed between the parties hereto that this Addendum to 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 the date first above written.

Attest:

**DRAFT**

**WHITE MOUNTAIN APACHE TRIBE  
("Lessor")**

By: \_\_\_\_\_  
Its Chairman

**DRAFT**

\_\_\_\_\_  
Secretary

**WHITE MOUNTAIN APACHE  
HOUSING AUTHORITY ("Lessee")**

By: \_\_\_\_\_  
Victor Velasquez, Executive Director

**DRAFT**

Approved: SECRETARY OF THE INTERIOR

By: \_\_\_\_\_ **RAF** Date: \_\_\_\_\_

**Superintendent Fort Apache Agency  
UNITED STATES DEPARTMENT OF THE INTERIOR  
Pursuant to the Authority delegated to the Assistant  
Secretary-Indian Affairs by 209 DM8, 230 DM1, 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.**

**DRAFT**

APR 02 2003

RECEIVED

LEGAL DESCRIPTION  
(China Town Phase II)

A parcel of land lying and being situated within the of Section 23, Township 5 North, Range 22 East, Gila and Salt River Meridian, Navajo County, Arizona, and being more particularly described as follows:

Based on the West  $\frac{1}{2}$  of the North line of said Section 23, between a G.L.O. stamped brass cap monumenting the Northwest Section corner and G.L.O. brass capped pipe monumenting the North  $\frac{1}{4}$  corner of said Section 23, bears South  $89^{\circ} 55' 42''$  East, and all bearings contained herein relative thereto.

Thence commencing at the North  $\frac{1}{4}$  of said Section 23, which said point being monumented by a G.L.O. brass cap, thence South  $17^{\circ} 28' 10''$  East a distance of 1,766.05 feet to a 5/8 inch rebar with plastic cap stamped LS 26403; thence South  $29^{\circ} 28' 29''$  West a distance of 348.63 feet to a 5/8 inch rebar with a plastic cap stamped LS 13005; thence North  $61^{\circ} 46' 16''$  West a distance of 210.09 feet to the Easterly corner of the herein described parcel, said point being monumented by a 5/8 inch rebar with plastic cap stamped LS 13005, and the TRUE POINT OF BEGINNING;

thence continuing North  $61^{\circ} 46' 16''$  West a distance of 306.45 feet to a 5/8 inch rebar with plastic cap stamped LS 13005;

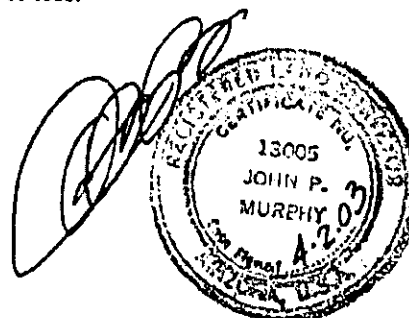
thence South  $28^{\circ} 08' 11''$  West a distance of 180.22 feet to a 5/8 inch rebar with plastic cap stamped LS 13005;

thence South  $61^{\circ} 51' 49''$  East a distance of 258.66 feet to a 5/8 inch rebar with plastic cap stamped LS 13005;

thence on a tangent curve to the left, concave to the North, having a radius of 45.00 feet, a central angle of  $88^{\circ} 49' 03''$ , a chord bearing of North  $73^{\circ} 43' 39''$  East, and an arc length of 69.76 feet to a 5/8 inch rebar with plastic cap stamped LS 13005;

thence North  $29^{\circ} 19' 08''$  East a distance of 135.69 feet to the True Point of Beginning.

Said parcel described herein contains 1.25 acres, more or less.

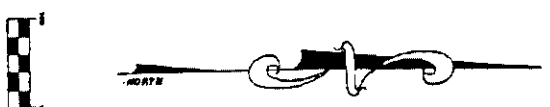


**RECORD OF SURVEY**

A PORTION SECTION 23,  
TOWNSHIP 5 NORTH, RANGE 22 EAST,  
G & S.R.M., APACHE COUNTY, ARIZONA  
NAVAJO COUNTY, ARIZONA

**LEGEND:**

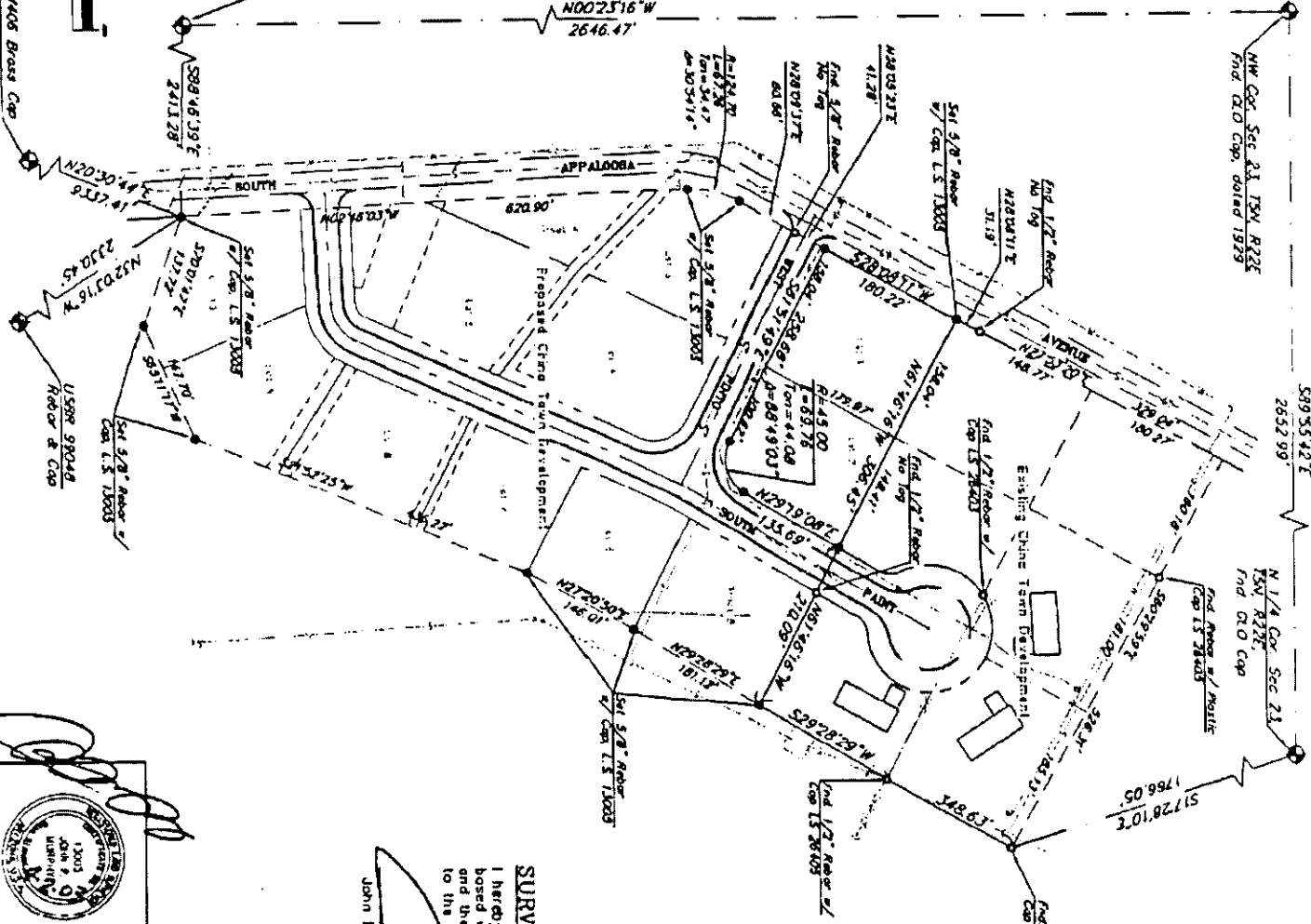
- ◆ Found Section Monument as Noted
- Found Monument as Noted
- Set 5/8" Rebar w/ Cap, L.S. 13005
- Existing Fire Hydrant
- Existing Water Valve
- Existing Sewer Manhole
- Existing Power Pole w/ Guy Line
- Existing Culvert
- Existing Fence Line
- Existing Water Line
- Existing Sewer Line
- Existing Over Head Power Line



GRAPHIC SCALE  
1" = 100 FT.  
(IN FEET)  
USGS 4406 Brass Cap

1/4 Cor. Sec. 23, T5N, R22E  
Prod. Q.L.O. Cap. dated 1929

Basis of Bearing  
N0025'16"W  
2646.47'



**SURVEYOR'S CERTIFICATION:**

I hereby certify that this plat and the survey on which it is based was performed in the field under my direct supervision, and the information contained hereon is true and correct to the best of my knowledge and belief.

John P. Murphy  
L.S. No. 13005

**NOTES:**

- 1 The Basis of Bearing for this Survey is the North 1/2 of the West line of Section 23 between the NW Corner, monumented by a Q.O. Cap dated 1929, and the West 1/4 Corner, monumented by a Q.O. Cap dated 1929. Being: N0025'16"W
- 2 Fees for this Survey are Based on Found Monumentation in Section 23
- 3 The Owner and not provide a Title Report for this Survey. Easements, Rights of Way, etc., which could exist may not be shown.



Murphy Engineering Group  
1801 N. DUCIE ST. SUITE 230  
PHOENIX, ARIZONA 85016  
TEL: (602) 557-2718  
FAX: (602) 557-8422

**RECORD OF SURVEY**

A PORTION SECTION 23,  
TOWNSHIP 5 NORTH, RANGE 22 EAST,  
G & S.R.M., APACHE COUNTY, ARIZONA

DATE	02/10/03	SHEET	5
DRAWN BY	JPM	OF	1
CHECKED BY	JPM	OF	1
DATE	02/10/03		
DRAWING NAME	N0550MC		