

**RESOLUTION OF THE GOVERNING BODY
OF THE
WASHOE TRIBE OF NEVADA AND CALIFORNIA**

WHEREAS, the Washoe Tribe of Nevada and California (“Washoe Tribe”) is organized pursuant to the Provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended, to exercise certain rights of home rule and to be responsible for the general welfare of its membership; and

WHEREAS, the Washoe Tribe, through Title 29 of the Washoe Tribe Law and Order Code, created and designated the Washoe Housing Authority as the Tribally Designed Housing Entity (TDHE); and

WHEREAS, the Washoe Housing Authority operates and manages the Mutual Help Program; and

WHEREAS, the Washoe Housing Authority acknowledges that the payment of all money due and satisfaction of all other obligations specified under the terms of the Mutual Help and Occupancy Agreement between the Washoe Housing Authority and Darrel D. Kizer for the Mutual Help home located at *5258 Snyder Avenue*, Stewart Community, Lot # 18, have been satisfied; and

WHEREAS, the Washoe Housing Authority Board of Commissioners have approved the conveyance of the Deed, Assignment and Release to Darrel D. Kizer.

BE RESOLVED BY THE WASHOE TRIBAL COUNCIL that it hereby releases, quit claims, conveys and assigns to Darrel D. Kizer all rights, title and interest in all that real property for Lot #18, Project NV 3-11 situated in Carson County, State of Nevada, as is set forth in plot map of the Stewart Community Sub-division, July 10, 1987, with exhibit and legal description attached, and said Master Lease recorded at the Bureau of Indian Affairs, Title Plant #672-17-87 attached hereto and incorporated herein, as is set forth in full, verbatim and all improvements, thereon; and

BE IT FURTHER RESOLVED that pursuant to Title 26 of the Washoe Tribe Law and Order Code, this Resolution does not grant a land assignment to Darrel D. Kizer; and

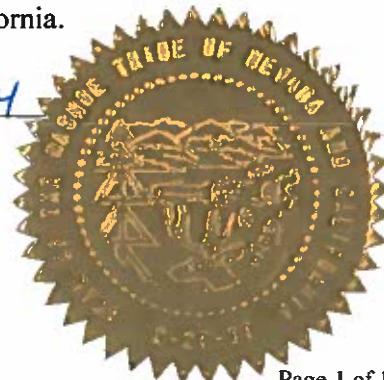
BE IT FURTHER RESOLVED that the Washoe Tribal Council hereby acknowledges, approves, and conveys the Deed, Assignment and Release to Darrel D. Kizer.

CERTIFICATION

It is hereby certified that the Washoe Tribal Council is the governing body of the Washoe Tribe of Nevada and California composed of eleven (11) members of whom ten (10), constituting a quorum, were present at a meeting duly held on the 13th day of September, 2024, and that the foregoing resolution was adopted by the affirmative vote of nine (9) for, zero (0) against, and one (1) abstention pursuant to the authority contained in Article VI, Section 1(h) of the Amended Constitution and Bylaws of the Washoe Tribe of Nevada and California.


Autumn Burtt
Secretary-Treasurer
Washoe Tribe of Nevada and California


Date



-57d

672- 17-87

FORM G-3404
Revised (Mar. 1976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

LEASE
(Public Housing Project)

Lease No. _____
Document No. _____

THIS LEASE, made and entered into this 17th day of March, 1988, by
between the Washoe Tribe of Nevada and California

hereinafter called the "LESSOR," and the Washoe Housing Auth
hereinafter called the "LESSEE." This lease shall be subject to the approval of the SECRETARY OF
INTERIOR, or his authorized representative.

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 at the
Stewart Properties, Carson City County, Carson City, Nevada described as follows:

Lots 1,3,5,10,16,17,18,20,28,30,32,34,35,37,38, as recorded on the Stewart Propri-
erty Map, Title Plant Recording #672-17-87, dated September 21, 1987.

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fifteen (150) dwelling units

The above property will comprise approximately _____

2. USE OF PREMISES. The premises shall be used for the purpose of constructing and operating a Public Housing Project, and its appurtenances, known as Project NV 3-77 with the financial assistance of the Department of Housing and Urban Development, hereinafter called "HUD", the provisions of the United States Housing Act of 1937, 50 Stat. 888, as amended, and for such other purposes inconsistent with the foregoing, as may be approved by the Lessor and HUD.

3. TERM. Lessee shall have and hold the described premises with their appurtenances for term of 25 years beginning on the date first above written. This lease shall automatically and without notice renew for an additional term of 25 years on the same terms and conditions contained herein. This lease may not be terminated by either or both parties during the initial or renewal term of the lease without the consent of HUD or until HUD interest in the same has been terminated.

4. CONSIDERATION FOR LEASE. In consideration of the Lessor entering into the lease, the Lessee shall pay the Lessor for use of the premises rent at the rate of one dollar (\$1.00) for each 25 year term, payment to be made each term in advance. It is agreed that there shall be no adjustment of these payments in the event that any of the leased premises is taken by condemnation for highway or other public purposes. It is further agreed that this lease or any part thereof including this paragraph shall not be construed to prejudice the rights or impose a limitation of any claim of the Lessee arising out of such condemnation proceeding.

5. ASSIGNMENTS. This lease shall not otherwise be assigned, in whole or in part, without the prior written consent of the Lessor or Secretary of the Interior and, during the period HUD has a financial interest in the project, HUD, provided, that, the Lessee may assign this lease or deliver possession of the premises to the United States of America in the event of the issuance of a Notice of Substantial Default or Substantial Breach of any financial assistance contract between the Lessee and the United States of America. Nothing in this lease shall prevent the Lessee from executing and recording a mortgage and/or declaration of trust as may be necessary and appropriate under any such Federal financial assistance contract with the Lessee with respect to all or any part of the premises.

6. SUBLICENSES. The Lessee is hereby authorized to make subleases and assignments of its leasehold interests in connection with development and operation of a Public Housing Project. During the term of any sublease, should the participant be or become an owner of the land it is hereby agreed that a merger of interest shall not occur.

7. IMPROVEMENTS. All improvements shall be made and remain the property of the Lessee or its assigns until the expiration of the lease. All such improvements shall become the property of the Lessor at the expiration of this lease.

8. INSURANCE. Lessee shall obtain and pay for owners', landlords', and tenants' public liability insurance, excluding property damage, in amounts acceptable to the Lessor and HUD. It is understood and agreed that the term "OWNERS" includes both the United States and the Lessor. The Lessee and its assigns shall hold the Lessor and the United States harmless from any claim of whatsoever nature arising out of use or occupancy of the premises.

9. RELINQUISHEMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR. 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 shall be notified by the Secretary of any such change in the status of the land.

10. SHARE OF BENEFIT FROM LEASE. 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.

11. VIOLATIONS OF LEASE. It is understood and agreed that violation of this lease shall be acted upon in accordance with the regulation in 25 CFR 131.

12. QUIET ENJOYMENT. Lessor agreed to defend the title to the leased premises and also especially agrees that Lessee and its tenants, shall peaceably and quietly hold, enjoy and occupy the leased premises for the duration of this lease without any hindrance, interruption, ejection or re-instatement by Lessor or by any other person or persons whomsoever.

13. SURRENDER OF POSSESSION. If upon expiration or other termination of this lease, further use rights are not granted to the Lessee or its assigns by the Lessor, said Lessee or its assigns shall, upon demand, surrender to the Lessor complete and peaceable possession of the premises.

14. UNLAWFUL CONDUCT. The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purposes.

15. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. CIVIL AND CRIMINAL. 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. 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.

17. APPROVAL. 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.

672- 17-87

18. **OBLIGATIONS TO THE UNITED STATES.** It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease are to the United States as well as to the Lessor.
19. **UTILITIES.** It is understood and agreed that the Lessee is granted authority to enter into agreements with public or private utility companies to provide all utility services necessary for full enjoyment of the leased premises; providing no such agreement shall cover land not included in this lease. Upon entering into such an agreement, the Lessee shall cause to be furnished to the Superintendent, Western Nevada Agency, executed copies of the agreement, together with a plat or diagram showing the true location of the utility lines in accordance with 25 CFR 169.6.
20. **EASEMENT.** It is further understood and agreed that the Lessee is granted the right of egress and ingress. This right is granted for the purpose of providing access to the homesite and shall not cover land not included in this lease. The access shall be located in such a manner as not to cause waste to the land.

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LAND TITLES & RECORDS
BUR INDIAN AFFRS
ALBUQUERQUE

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FOR THIRLL OWNED LAND:

In witness whereof, the parties hereto have hereunto set their hands on the date first above written.

WITNESSES:

Washoe TRIBAL BUSINESS COMMITTEE

Vernon Wyatt
Vernon Wyatt, CHAIRMAN

Lynda Shurkow, Acting Sec.
JoAnn Nevers, SECRETARY

LESSOR

Washoe HOUSING AUTHORITY

Unadell Turner

Chairperson
LESSEE

The within lease is hereby approved:

Robert H. Husted
Superintendent, Bureau of Indian Affairs
Western Nevada Agency

MAR 23 1988

Authority:

740-01-00
01/25/00

LOT 18
STEWART COLONY

A parcel of land located within a portion of the Southeast one-quarter (SE 1/4) of Section 32, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, described as follows:

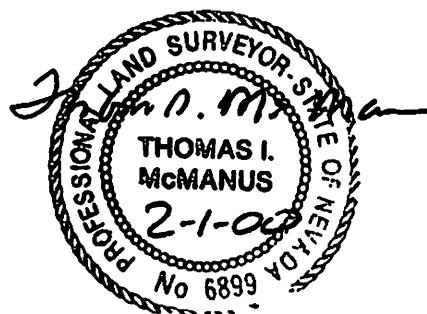
Lot 18 as shown on Subdivision Map 1987 for the Washoe Housing Authority Stewart Colony per Resolution 87-W-32 and Resolution 87-WHA-08 further described as follows:

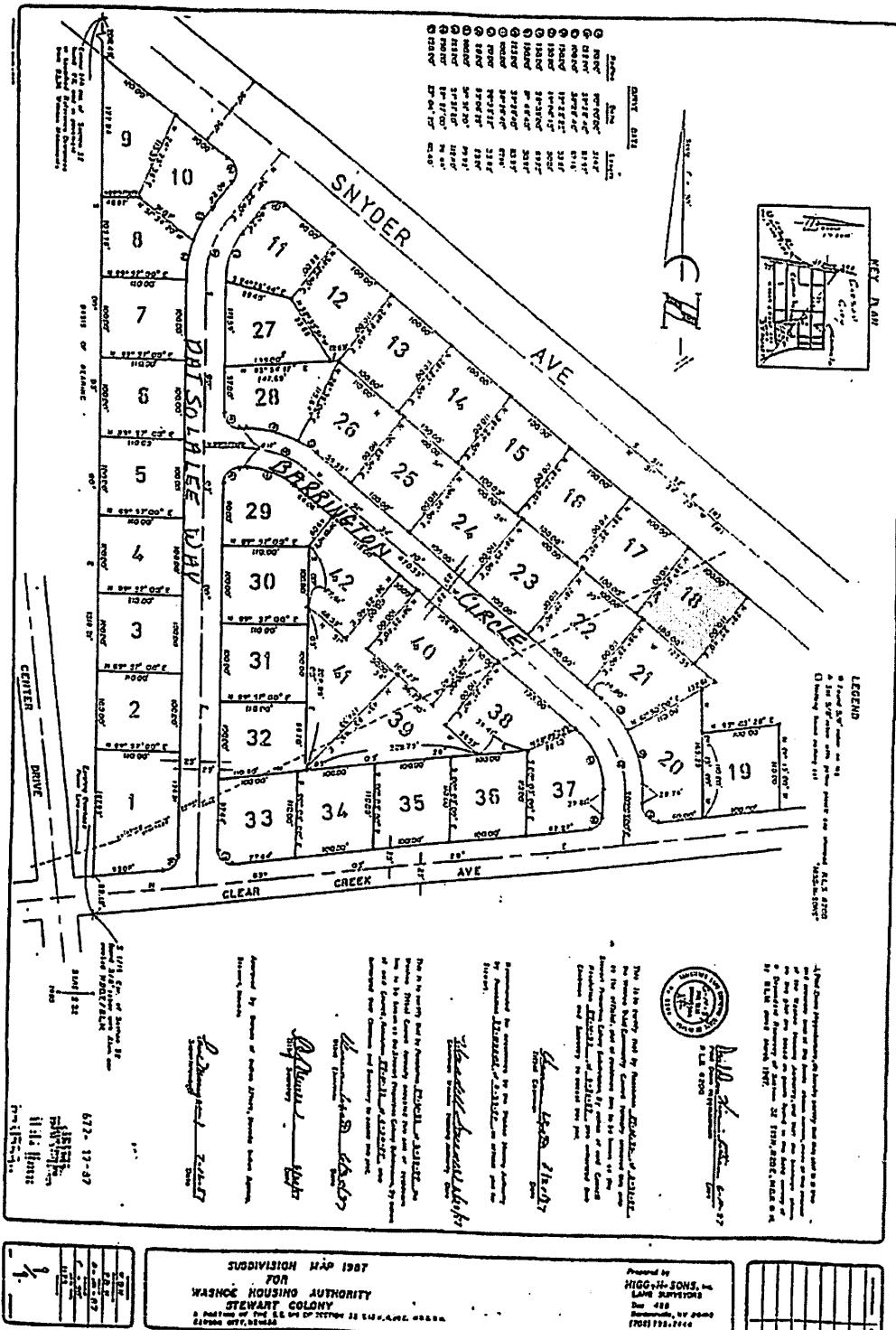
Commencing at the Northerly corner of Lot 11 as shown on said Subdivision Map 1987, from which the South 1/16 corner of Section 32 per said Map bears South 14°13'30" West, 952.46 feet

thence South 51°34'20" East, 680.00 feet to THE POINT OF BEGINNING;
thence South 51°34'20" East, 100.00 feet;
thence South 38°25'40" West, 110.00 feet;
thence North 51°34'20" West, 100.00 feet;
thence North 38°25'40" East, 110.00 feet to THE POINT OF BEGINNING,
containing 11,000 square feet, more or less.

Note: Refer this description to your title company
before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423





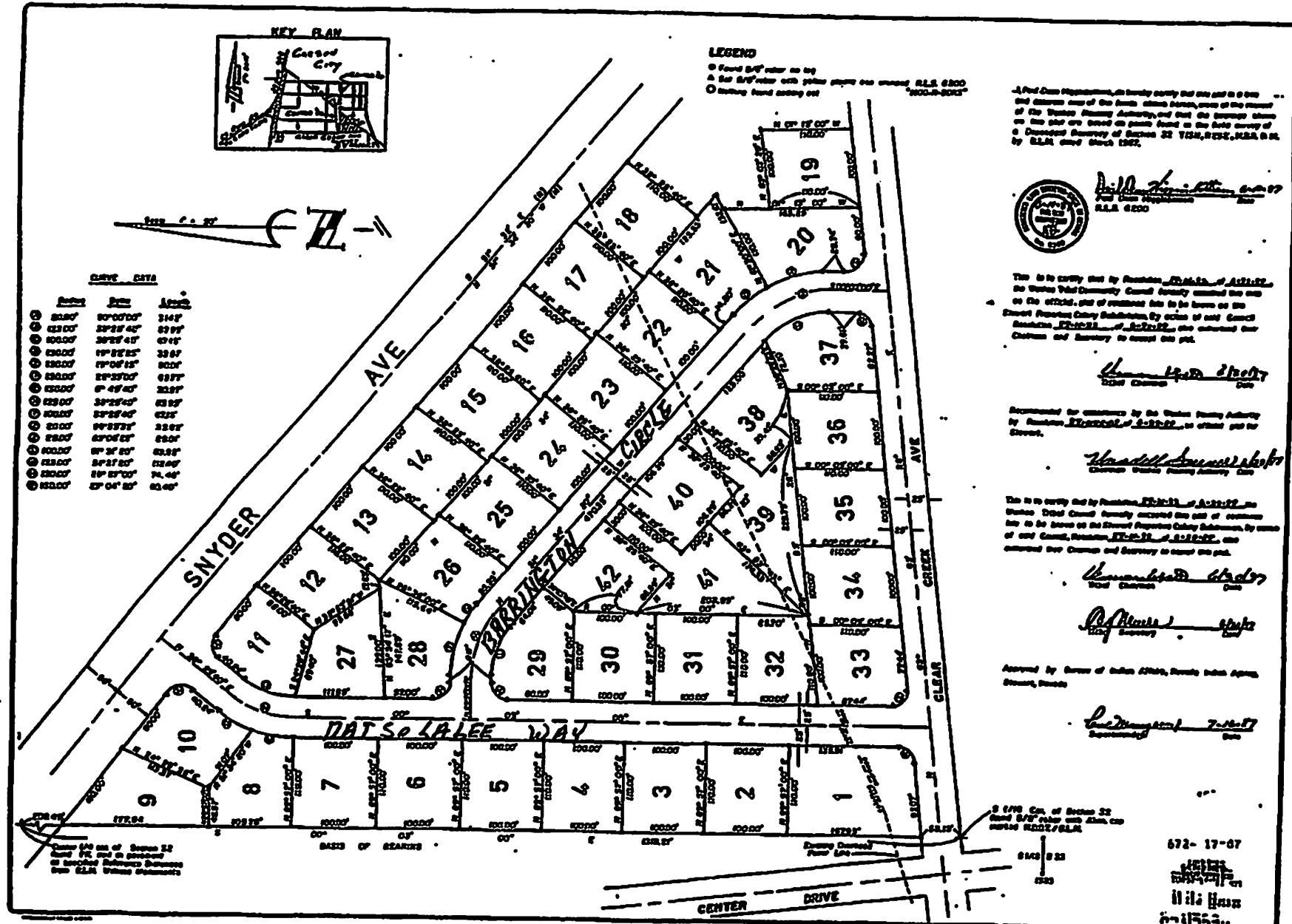
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	

WASHOE COUNTY, NEVADA
1987

WASHOE HOUSING AUTHORITY
STEWART COLONY

Subdivision Map for Washoe Housing Authority
Stewart Colony

**1/4 INCH = 100 FT.
1/2 INCH = 200 FT.
3/4 INCH = 300 FT.
1 INCH = 400 FT.**



Neutral Help
David Figer

