CROW TRIBAL LEGISLATURE

JAR NO. <u>22-02</u>

INTRODUCED BY THE CROW TRIBAL LEGISLATURE

A JOINT ACTION RESOLUTION TITLED: "AN ACT APPROVING EXTENSION OF LEASES ON CERTAIN TRIBAL LANDS TO THE APSAALOOKE NATION HOUSING AUTHORITY FOR PURPOSE OF IMPROVING HOUSING NOW ON THOSE LANDS

Legislative Findings:

WHEREAS, the Crow Tribal Legislature (hereinafter "Legislature") has the power and duty under Article V, Section 2(a) of the Crow Tribal Constitution to promulgate and adopt laws, resolutions and guidelines in accordance with the Constitution and federal laws for the governance of the Crow Tribe; and

WHEREAS, the Crow Tribal Executive Branch (hereinafter "Executive Branch") has the power and responsibility under Article IV, Section 3 of the Crow Tribal Constitution, subject to any limitations imposed upon such powers by the statutes and laws of the United States, to represent the Crow Tribe of Indians in negotiation with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare, education, recreation, social services and economic development affecting the Crow Tribe; and

WHEREAS, the Executive Branch has the general duty under Article IV, Section 4 of the Crow Tribal Constitution to implement all laws, resolutions and policies duly adopted by Legislature; and

WHEREAS, the Crow Tribe has heretofore approved the leasing of certain Tribal lands, described in the attached lease, to the Apsaalooke Nation Housing Authority, to construct housing thereon, and said houses are in need of repair and upgrade, with an extension of the land lease therefore, and

WHEREAS, the request to extend the lease on these lands appears necessary and appropriate to improve housing for the numerous enrolled members living thereon, and the Apsaalooke Nation Housing Authority has been awarded funding for this purpose,

NOW, THEREFORE, BE IT ENACTED BY THE CROW TRIBAL EXECUTIVE AND LEGISLATIVE BRANCHES; BY THE CROW TRIBAL LEGISLATURE IN REGULAR SESSION:

Section 1. The attached lease extending the lease terms of certain Tribal lands, described in the lease, for the benefit of the Apsaalooke Nation Housing Authority and its tenants, hereby included into this JAR by reference, is approved and the lease shall be extended for a term consistent with the terms found therein;

Section 2. Effective Date. This Joint Action Resolution shall take effect upon its enactment by the Crow Tribal Legislature in accordance with the 2001 Crow Tribal Constitution.

[Remainder of Page Left Intentionally Blank]

CERTIFICATION

I, hereby certify A JOINT ACTION RESOLUTION TITLED: "AN ACT APPROVING EXTENSION OF LEASES ON CERTAIN TRIBAL LANDS TO THE APSAALOOKE NATION HOUSING AUTHORITY FOR PURPOSE OF IMPROVING HOUSING NOW ON THOSE LANDS

was duly adopted by the Crow Tribal Legislature with a vote of 17 in favor, O opposed, and O abstained and that a quorum was present on this 28 day of Poril, 2022.

Senator Darwin Spotted Speaker of the House Crow Tribal Legislature

ATTEST:

Brandon Good Luck

Secretary

Crow Tribal Legislature



EXECUTIVE ACTION

I hereby:	
X_	approve
	veto

This Joint Action Resolution titled A JOINT ACTION RESOLUTION TITLED: "AN ACT APPROVING EXTENSION OF LEASES ON CERTAIN TRIBAL LANDS TO THE APSAALOOKE NATION HOUSING AUTHORITY FOR PURPOSE OF IMPROVING HOUSING NOW ON THOSE LANDS

pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 of the Constitution and Bylaws of the Crow Tribe of Indians on this 3rd day of may 2022, 2021.

FRANK WHITE CLAY

Chairman

Crow Tribal Executive Branch

EXHIBIT A

A Lease approving the extension of leasing authority of the Apsaalooke Nation Housing Authority on certain tribal lands

A JOINT ACTION RESOLUTION TITLED "AN ACT APPROVING EXTENSION OF LEASES ON CERTAIN TRIBAL LANDS TO THE APSAALOOKE NATION HOUSING AUTHORITY FOR PURPOSE OF IMPROVING HOUSING NOW ON THOSE LANDS." Bill or Resolution: Introduced by: ANHA Date of Vote 4-28-2023 JAR NO. REPRESENTATIVE: Yes No Abstain V. Pickett D. Spotted C.Other Medicine Y. Little Light, Jr L. Hogan III

C. Meeks D. Don't Mix

H. Small

T. Gros Ventre

P. Alden, Jr

C. Takes Enemy

T. Plainfeather

J. Kills Pretty Enemy

S. DeCrane

B. Hugs

N. Old Crow, Jr

H. MaleBear-Stone

B. Good Luck Secretary of the House

TOTAL

Not Passed

Speaker of the House

Passed

Result of Vote:

Crow Tribal Legislative Branch Secretary of the House

Senator Brandon Good Luck

Tabled

Crow Tribal Legislative Branch

Veto-Override

RESIDENTIAL LEASE OF ALLOTTED LAND CROW TRIBE OF MONTANA

CONTRACT NO	
ALLOTMENT NO.	
ALLUIVIENT NO.	

THIS Lease is made and entered into by and between The Crow Tribe of Montana, hereafter designated as "Lessor", and Apsaalooke Nation Housing Authority, a tribally designated housing entity of the Crow Tribe of Montana within the exterior boundaries of the Crow Reservation, hereinafter designated as "Lessee".

- 1. **SECRETARIAL APPROVAL.** As used in this Lease, the term "Secretary" means the Secretary of Interior or his or her 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, 28 U.S.C. & 415, as implemented by Title 25, Code of Federal Regulations, Part 162.
- 2. **PREMISES.** Lessor, as authorized by law, hereby leases to the Lessee all that tract or parcel of land situated in the County of Big Horn, State of Montana, and described as follows:

consisting of land legally described on Exhibit A attached hereto.

Automatic Twenty-Five (25) year renewal

- 3. USE OF PREMISES. The object of this Lease is to enable the Lessee to construct, improve and/or maintain dwelling and related structures on the premises, and otherwise to use or occupy said premises for residential purposes. A road right of way for ingress/egress for Lessee is to be allowed at all times as part of the Premises being leased. Lessee agrees and covenants with Lessor to use and occupy the premises solely to construct, operate and maintain a public housing project known as the ANHA LIHTC #1 project to rehabilitate approximately 43 housing units for residential purposes (the "Project"). Said use shall include managing the residential dwelling units and related structures.
- 4. TERM. 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 here in. This 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 improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with provisions hereafter, unless consent in writing to such termination is given by the lender and, when guaranty or insurance policy has been issued by any federal agency and is in force, by that agency. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holders of any mortgages or other liens or of a purchaser at foreclosure sale under such mortgage or lien or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase.
- 5. **RENT.** The consideration for this Lease is:

CROW STANDARD RESIDENTIAL LEASE OF ALLOTED TRUST LAND FORM APPROVED BY HUD, BIA CROW FORM APPROVED BY LEGISLATURE OF JULY 22, 2004 CROW FORM APPROVED BY EXECUTIVE ON JULY 22, 2004.

- (1) the promise, hereby given by Lessee to pay the Lessor rent at the Lessor rent at rate of One Dollar (\$1.00) annually for each twenty-five (25) year term, payments to be made for each term will be paid as of the date of execution of the Lease in advance,
- (2) the extinguishment, hereby agreed to by Lessee, of any and all use rights heretofore held by Lessee in the premises, so the Lessee shall hereafter hold rights only by virtue of this Lease, and
- (3) other good and valuable consideration, the receipt of which is hereby acknowledge by Lessor. It is agreed that there shall be no adjustment of the rent if the lease terminated before its term otherwise would expire or in the event that any part of the premises is taken by condemnation for highway or other public purposes.
- 6. **IMPROVEMENTS.** All building or other improvements now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal therefore.
- 7. USE RIGHTS. Upon expiration of this Lease, or upon its termination in accordance with the term thereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall be entitled to use rights in the premises if qualified under applicable federal and state laws. If not so eligible, Lessee and any successors in interest shall, upon demand, surrender to Lessee upon expiration or other termination of this Lease complete and peaceable possession of the premises and all improvements thereon, which shall be property of the Lessor.
- 8. **FEDERAL SUPERVISION.** (A) Nothing contained in this Lease shall operate to delay or prevent a termination of federal responsibilities with respect to the premises by the issuances of a fee patent, the lift of restrictions an alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.
 - (B) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any benefit that may arise herefrom.
 - (C) The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purpose.
- 9. QUIET ENJOYMENT. Lessor agrees to defend the title to the premises and also agrees that Lessee and any successor interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by person or persons.
- 10. INHERITANCE, N/A.
- ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without prior written consent of the 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 the lender and, when a federal guaranty or insurance policy has been issued by any federal agency and is in force, by the agency. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender, its successors in interest, or the federal agency, if Lessee defaults in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and in such event, the Lender its successor in interest, or the agency, in turn may

transfer this Lease or possession of the premises to a successor lessee Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and or other security instrument as many may be necessary to obtain financing for the construction and/or improvements of dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by Lessee. Except in cases involving loans for home construction or home improvements by a bank or other recognized leading institution or the federal agency, where no such consent or approval of Lessor shall be required, lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary.

- 12. **OPTION.** In the event of default by the Lessee 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 the 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 the "Lessee" default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, shall be exercised by notice in writing from the Lessor to the Lessee and to the Lender, provided, however, that the Lessee shall have fifteen (15) days from the date of the notice to cure the default. The estate acquired by the Lessor through exercise of said right of first refusal shall not merge with any other estate or title held by the Lessor as long as this lease and/or any improvements on the premises, or any interest therein, are mortgage or otherwise pledged as security for loan and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.
- 13. **EFFECTIVE DATE.** This Lease and all its term and provisions shall be binding upon the heirs, successors, executors, administrators and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on 2022.
- OBLIGATIONS TO THE UNITED STATES. It is understood and agreed that while the leased premises are in trusted or restricted status, all of the Lessee's obligation under this Lease, and obligation of his sureties, are to the United States as well as to the owner of the land.

15. NOTICE TO INVESTOR LIMITED PARTNER AND GRACE PERIOD.

Notwithstanding any provision to the contrary contained herein, if a default under this Lease occurs Lessor shall not exercise any right or remedy on account thereof which it holds under this Lease or applicable law unless and until Lessor shall so notify Raymond James Tax Credit Funds, Inc., a Delaware corporation (the "Investor Limited Partner"), who shall have the right to cure such default. Lessor shall not exercise Lessor's remedies under the Lease or applicable law unless and until Lessor has given Investor Limited Partner notice of such default and 30 days in addition to any applicable cure period given Lessee (the "Investor Cure Period") in which to cure such default. If such default cannot be reasonably cured within said Investor Cure Period, then Investor Limited Partner shall have such additional time as it shall reasonably require, so long as the Investor Limited Partner is proceeding with reasonable diligence and so long as such additional time to cure does not exceed a maximum of an additional 90 days beyond the Investor Cure Period. Notwithstanding anything to the contrary set forth elsewhere in this Lease, the Investor Limited Partner shall be deemed a third-party beneficiary of the Lease.

CROW STANDARD RESIDENTIAL LEASE OF ALLOTED TRUST LAND FORM APPROVED BY HUD, BIA CROW FORM APPROVED BY LEGISLATURE OF JULY 22, 2004 CROW FORM APPROVED BY EXECUTIVE ON JULY 22, 2004.

Lessor and Lessee agree that at any time during the period between the commencement date of the Lease and the date that is the later of (i) the expiration of the applicable 15-year tax credit compliance period and extended use period as set forth in Section 42 of the Internal Revenue Code, and (ii) the date the Investor Limited Partner is no longer the Investor Limited Partner in Lessee, the Lease shall not be terminated without the prior written consent of Investor Limited Partner.

16. AUTHORIZATION TO SUBLEASE.

During the term of this Lease, Lessee may sublease any right to or interest in this Lease in whole or in part without the prior written approval from Lessor and the Secretary to the ANHA LIHTC #1, Illp, a Montana limited liability limited partnership (the "Sublessee") and to eligible housing participants, who are tenants under a rental agreement with Lessee. Except as provided herein, this Lease shall not otherwise be subleased, in whole or in part, without the prior written consent of Lessor and the Secretary, if the Secretary's consent is required by applicable law. Any such attempted sublease without prior written approval shall be void and of no effect. Lessee shall file a copy of any and all sublease agreements, with the Lessor at the Crow Indian Agency for recording at the U.S. Department of the Interior, Bureau of Indian Affairs, Crow Indian Agency, Titles and Records Office.

17. ENCUMBRANCE.

Except for encumbrance of this Lease by Lessee for purposes related to the Project or any sublease by the Lessee to the Sublessee, this Lease or any portion therein may not be encumbered without the prior written approval of the Lessor and the Secretary. An encumbrance shall be confined to the leasehold interest of Lessee or Lessee's assignee or sublessee, and shall not purport to disturb in any way, Lessor's interest in the land. An encumbrance shall be made by an approved leasehold mortgage instrument. Except as otherwise allowed in this paragraph, neither Lessee nor Lessee's assignee or sublessee shall, without the prior written consent of Lessor and Secretary, mortgage, pledge or encumber this lease or assignment or improvements thereon.

In the event that Lessee or its assignee or sublessee defaults on the terms of an approved encumbrance, the encumbrancer may exercise any rights provided in the approved encumbrance instrument, provided that prior to instituting any acceleration clause or foreclosure proceedings, the encumbrancer shall provide the same notice to Lessor and the Secretary as the terms of the approved encumbrance instrument and applicable law require for Lessee or assignee. Lessor shall have the right of first refusal to acquire the leasehold in accordance with the terms of the approved encumbrance and applicable law.

18. PLEDGE OF LEASEHOLD INTEREST.

Notwithstanding anything to the contrary contained herein, Sublessee may assign, pledge or otherwise encumber, Lessee's leasehold estate in the premises and Lessee's ownership interest in the improvements to obtain financing for the development, operation and maintenance of the Project to a lender without further consent of Lessor or the Secretary. The notes and other obligations of the Lessee shall not be a debt of Lessor. Lender may, in accordance with the Crow Tribe mortgage laws, foreclose or institute other appropriate legal proceedings in the event of default on any mortgage or deed of trust secured by the Lessee's interest in the premises and the improvements without Lessor's or the Secretary's prior approval; however, notice to the Lessor shall be provided prior to the filing of

foreclosure to allow Lessor to exercise its right of first refusal in accordance with the Crow Tribe mortgage laws.

NOTICES. 19.

All notices and demands shall be sent to the parties hereto at the addresses below. Notices and demands shall be sent by registered mail. If there is an encumbrance on the Lease, copies of notices and demands shall be sent to the lender.

Services of any notice or demand shall be deemed complete ten (10) days after mailing or the date actually received, whichever occurs first. Copies of all notices and demands shall be sent to the following:

To the Lessor: Chairman

The Crow Tribe P. O. Box

Crow Agency, MT 69022

To the Lessee: Executive Director

Apsaalooke Nation Housing Authority

P.O. Box 99

Crow Agency, MT 59022

To the Secretary: Superintendent, Bureau of Indian Affairs

Crow Agency

A copy of any notice sent hereunder shall also be sent to the Investor Limited Partner:

Raymond James Tax Credit Funds, Inc.

880 Carillon Parkway St. Petersburg, FL 33716

Attention: Steven J. Kropf, President

- NET LEASE. Notwithstanding any provision to the contrary contained herein, other than as is 20. expressly set forth in this Lease (and except for Lessor's legal fees, third-party consultants retained by Lessor and Lessor's own costs), all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use, occupation of, or conveyance of any or all of Lessee's leasehold estate in, or this Lease shall be the sole responsibility of and payable by Lessee; all of which costs, expenses, liabilities and charges shall be deemed Rent hereunder. The Lessee is entitled to the burdens and benefits of ownership of the Premises and the Improvements and will be treated as the owner of the Premises and the Improvements for federal income tax purposes, including for the purposes of claiming the right to depreciation and lowincome housing tax credits, attributable thereto.
- PRESERVATION OF LEASE. Lessor shall not amend, modify, change, cancel, waive or terminate this Lease without the prior written consent of Investor Limited Partner. Lessor shall not accept a voluntary surrender of the Lease without consent by the Investor Limited Partner. Any such amendment, modification, change, cancellation, waiver, termination or surrender made or accepted by the Lessor shall not be valid and effective unless made with the consent of the Investor Limited Partner. Any termination or cancellation of this Lease by the Secretary

CROW STANDARD RESIDENTIAL LEASE OF ALL'OTED TRUST LAND FORM APPROVED BY HUD, BIA CROW FORM APPROVED BY LEGISLATURE OF JULY 22, 2004 CROW FORM APPROVED BY EXECUTIVE ON JULY 22, 2004.

or the BIA shall only be made in accordance with the provisions of applicable law and the regulations set forth in 25 C.F.R. Part 162 (or any successor provisions thereto).

- 22. **FUTURE FEE ESTATE MORTGAGES.** Lessor shall not consent to any future mortgages or permit any future liens or encumbrances against Lessor's interest in the Premises, or otherwise pledge, assign, transfer, convey or otherwise dispose of Lessor's interest in the Premises without the prior written consent of the Investor Limited Partner. To the extent a future mortgage on Lessor's interest in the Premises is provided hereunder, such mortgage shall expressly provide that it is subordinate and subject to Lessee's interest under this Lease. Additionally, Lessee shall not be required to subordinate its leasehold interest in the Premises to any future mortgage of Lessor's interest in the Premises.
- 23. **PERMITTED TRANSFERS.** Notwithstanding anything to the contrary set forth in this Lease, any transfer of the interest of the Investor Limited Partner in Sublessee (or a transfer of any interest in the Investor Limited Partner) in accordance with the terms of the Sublessee's limited partnership agreement shall not require Lessor's consent, and any transfer, in whole or in part, of the Premises or Sublessee's leasehold estate therein in accordance with sublessee's limited partnership agreement shall be a transfer permitted hereunder and shall not require further consent by the Lessor or the Secretary; provided that the transferee shall accept and agree in writing that it will be bound by all terms and conditions of the Sublease. Further notwithstanding anything to the contrary herein, during the term of this Lease, the Lessor shall not transfer, encumber or otherwise dispose of the Premises or any interest therein (including that the Lessor will not request the United States to remove the Premises from trust status) without the consent of the Investor Limited Partner.
- 24. **LIMITED THIRD-PARTY RIGHTS**. Notwithstanding anything to the contrary set forth elsewhere in this Lease, the Investor Limited Partner shall be deemed a third-party beneficiary of the Lease.
- 25. **FEDERAL TAXATION OF IMPROVEMENTS.** For federal income tax purposes, Lessee alone shall be entitled to all of the tax attributes of ownership of the Improvements to the Premises, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended.

[signatures continued on the following pages]

	<u>LESSEE</u> :
WITNESS:	Apsaalooke Nation Housing Authority
	By: Florest Rowland Its: Executive Director
ADDRESS:	ADDRESS:
	P.O. Box 99, Crow Agency, MT 59022
	<u>LESSOR</u> : The Crow Tribe of Montana
WITNESS:	By:Name:Its:
ADDRESS:	ADDRESS:

APPROVED:		
SECRETARY OF THE INTERIOR		
APPROVING OFFICIAL	DATE	•

209 DM 8, 230 DM 1, 3 IAM 4, as amended, and further delegations as needed to effectuate the Reorganization embodied in DM Release dated June 15, 2015, and in accordance with 25 USC 2218, inclusive of subparts (a), (b), (c), (d), (e) and (f).

Exhibit A

(Legal Description)

Exhibit A

(Legal Description)

JOHNNY WILSON ACRES SUBDIVISION ALOTTMENT T 6128

SW 1/4 OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 35 EAST, LODGE GRASS MONTANA, BIG HORN COUNTY, CROW INDIAN RESERVATION

LOT#	ADDRESS
LOT 48	488 MEDICINE CROW LOOP
LOT 49	472 MEDICINE CROW LOOP
LOT 53	414 MEDICINE CROW LOOP
LOT 59	322 MEDICINE CROW LOOP
LOT 64	240 MEDICINE CROW LOOP
LOT 48	281 MEDICINE CROW LOOP
LOT 1	70 BEAR BELOW STREET
LOT 14	26 STRANGE ENEMY DRIVE
LOT 38	569 MEDICINE CROW LOOP
LOT 37	557 MEDICINE CROW LOOP

PRYOR SUBDIVISION ALOTTMENT T 7011 A

E 1/2 SE 1/4 NE 1/4, E 1/2 W 1/2 SE 1/4 NE 1/4 SECTION 5, TOWNSHIP 32 NORTH,
RANGE 26 EAST, PRYOR MONTANA, BIG
HORN COUNTY, CROW INDIAN RESEVATION

LOT#	ADDRESS
LOT 2A	23 WHITEHORSE LANE
LOT 3A	105 WHITEHORSE LANE
LOT 14A	115 SWAN LANE
LOT 13A	122 WHITEHORSE
LOT 18A	219 BELLROCK STREET
LOT 15	100 BELLROCK STREET
LOT 4	230 BELLROCK STREET

ABSORKA HEIGHTS SUBDIVISION ALOTTMENT T 7011 W

NW 1/4 OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 34 EAST, BIG HORN COUNRY, CROW INDIAN RESERVATION

LOT#	ADDRESS
LOT 41	310 FARAWAY DRIVE
LOT 45	309 FARAWAY DRIVE
LOT 46	306 PLENTY HAWK DRIVE

CURLEY SUBDIVISION FIRST ADDITION ALOTTMENT T 7011 V

SE 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 34 EAST, BIG HORN COUNTY, CROW INDIAN RESERVATION

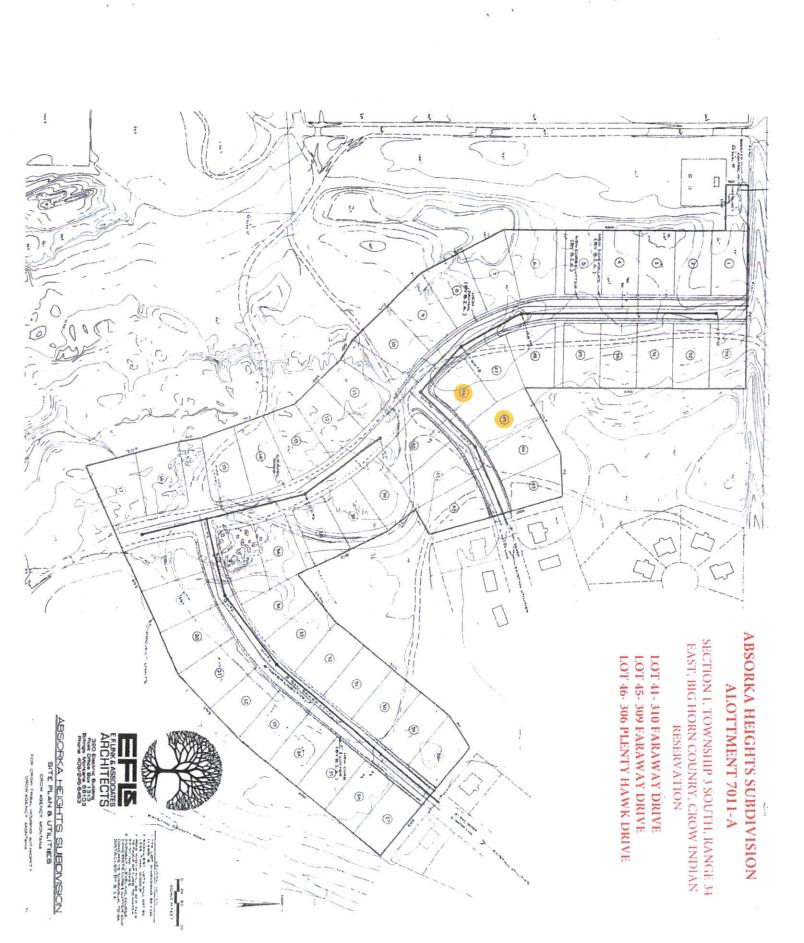
BUILDING	ADDRESS	
	445 CD (DV) 1 1 1 1 1	
	115 CINDY LANE	
	127 CINDY LANE	
SENIOR CENTER	423 PRETTY SHIELD	
DUPLEX	423 PRETTY SHIELD	

WYOLA CLUSTER SITE ALOTTMENT T 330-D

W 1/2 SW 1/4 SW 1/4 OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 35 EAST, BIG HORN COUNTY, CROW INDIAN RESERVATION

BUILDING	ADDRESS
1	240 TOBACCO DRIVE
4	230 TOBACCO DRIVE
7	220 TOBACCO DRIVE
9	212 TOBACCO DRIVE
11	204 TOBACCO DRIVE

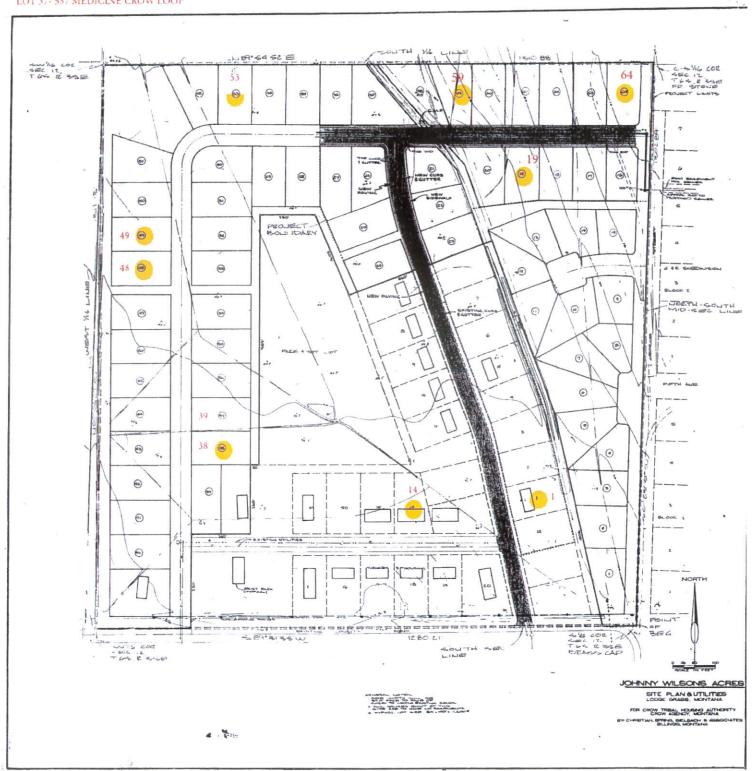
CROW STANDARD RESIDENTIAL LEASE OF ALLOTED TRUST LAND FORM APPROVED BY HUD, BIA CROW FORM APPROVED BY LEGISLATURE OF JULY 22, 2004 CROW FORM APPROVED BY EXECUTIVE ON JULY 22, 2004.

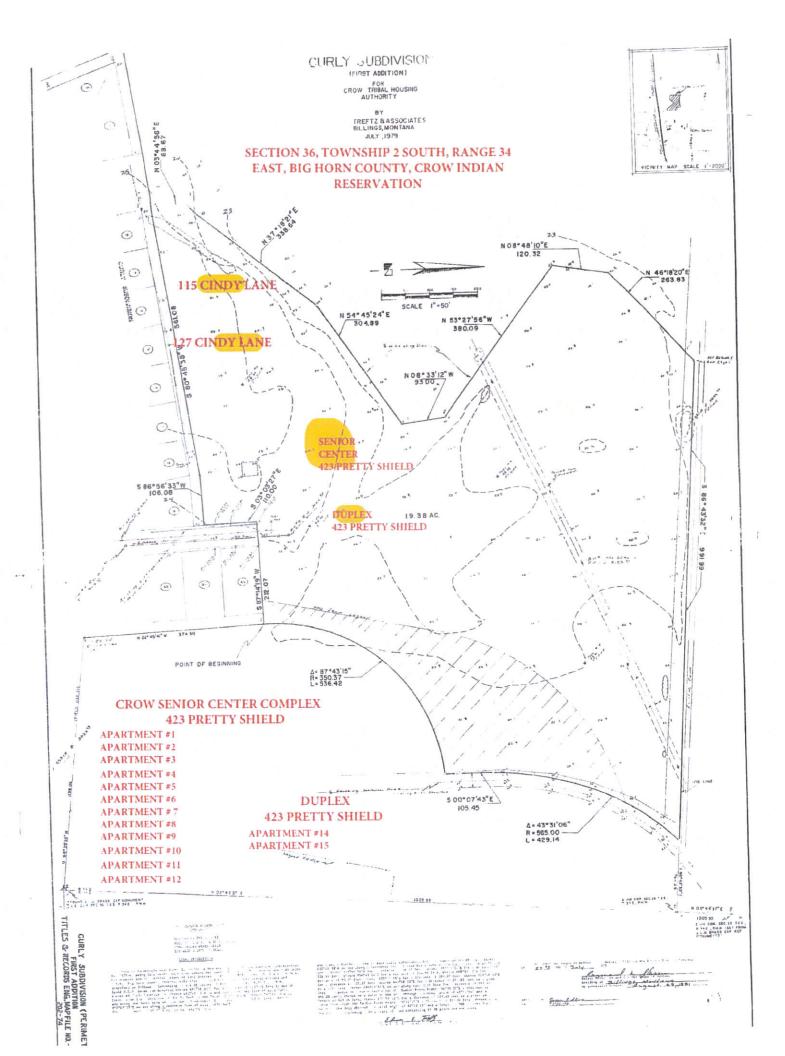


LOT 48- 488 MEDICINE CROW LOOP LOT 49- 472 MEDICINE CROW LOOP LOT 53- 414 MEDICINE CROW LOOP LOT 59- 322 MEDICINE CROW LOOP LOT 64- 240 MEDICINE CROW LOOP LOT 19- 281 MEDICINE CROW LOOP LOT 1-70 BEAR BELOW STREET LOT 14- 26 STRANGE ENEMY DRIVE 17-LOT 38- 509 MEDICINE CROW LOOP LOT 37- 557 MEDICINE CROW LOOP

JOHNNY WILSON ACRES SUBDIVISION ALOTTMENT T 6128

SECTION 12, TOWNSHIP 6 SOUTH, RANGE 35 EAST, LODGE GRASS MONTANA, BIG HORN COUNTY, CROW INDIAN RESERVATION





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ALOTTMENT T 330-D, WYOLA CLUSTER SITE LOCATED IN W1/2 SW1/4 SW1/4 SECTION14, TOWNSHIP & SOUTH, RANGE 35 EAST, BIG HORN COUNTY CROW INDIAN RESERVATION





EXECUTIVE BRANCH OF THE APSÁALOOKE NATION

OFFICE OF THE CHAIRMAN P.O. Box 159, 43 HERITAGE RD. CROW AGENCY, MONTANA 59022 406-679-6567

> Frank Whiteclay, Chairman Lawrence DeCrane, Vice Chairman Levi Black Eagle, Secretary Channis D. Whiteman, Vice Secretary

January 24, 2022

Darwin Spotted, Speaker Crow Tribal Legislative Branch 144 E. Makawasha Avenue Crow Agency, Montana 59022

RE: Request for Special Session of the Crow Legislature

Dear Speaker Spotted:

Pursuant to Rule 3 of the Rules of Order of the Crow Tribal Legislature, I would like to formally request that you convene a Special Session of the Crow Tribal Legislature as soon as a possible to consider matters critical to the Apsaalooke Nation Housing Authority for approval including:

FY2022 Indian Housing Plan

Residential Lease of Tribal Land for Johnny Wilson Acres Subdivision in Lodge Grass; and Pryor Subdivision

The Indian Housing Plan has been forwarded to the Legislative Branch previously with an attached Joint Action Resolution (JAR). Attached to this request is the Residential Lease and a JAR to approve the lease for review.

Respectfully,

Frank White Clay, Chairman

Crow Executive Branch

Fre Whites

CROW TRIBAL LEGISLATIVE BRANCH OF GOVERNMENT

Secretary of the Legislature

Senator Brandon Good Luck

144 Makawasha Ave. Crow Agency, Montana 59022 CTLB.org



The People's Branch of Government

OFFICIAL CERTIFICATE OF DELIVERY

I, <u>Senator Brandon Good Luck</u>, Secretary of the Crow Tribal Legislature, in accordance with Title 1-3-101 of the Crow Law and Order Code do hereby certify delivery to the duly-authorized representative of the Crow Tribal Chairman two (2) true and complete originals of each of the following Tribal Joint Action Resolutions which <u>passed by majority vote in quorum</u> during the May 3rd, 2022 Special Session:

1. "A JOINT ACTION RESOLUTION TITLED "AN ACT APPROVING EXTENSION OF LEASES ON CERTAIN TRIBAL LANDS TO THE APSAALOOKE NATION HOUSING AUTHORITY FOR PURPOSE OF IMPROVING HOUSING NOW ON THOSE LANDS."

Done and dated this 3 day of May, 2022.

Witness my hand:

Senator Brandon Good Luck

Secretary of the Crow Tribal Legislative Branch

RECEIVED this 3 day of May, 2022.

Print Name of person receiving documents

For Crow Tribal Chairman Frank Whiteclay

Free Whates
Signature