

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

WHEREAS, Arlene Pipkins Henry has come before the Tribal Council with a request for a business site lease; and

WHEREAS, the Land Assignment form which Ms. Henry has submitted in support of her request is attached to this Resolution and incorporated by reference herein; and

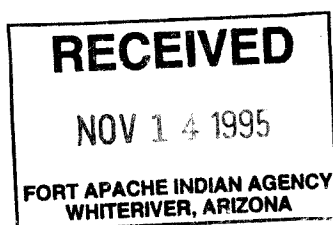
WHEREAS, Ms. Henry requests a business site lease for a coin operated laundry to be located next to the Health Authority as diagramed in Land Assignment Form No. 401356 attached hereto; and

WHEREAS, the Tribal Council is advised that the Tribal Land Board approved this request September 8, 1995; and

WHEREAS, the Tribal Council wishes to approve the business site lease in accordance with the Land and Business Site Ordinance of the Tribe.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a business site assignment for Arlene Pipkins Henry, a tribal member, for a coin operated laundry to be located near the Health Authority as diagramed in the attached Land Assignment Form No. 401356, incorporated by reference herein.

The foregoing resolution was on October 12, 1995 duly adopted by a vote of nine for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (i), (m), (n), (q), (s), (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).




Chairman of the Tribal Council


Secretary of the Tribal Council

WHITE MOUNTAIN APACHE TRIBE
LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: HENRY ARLENE Pipkins DATE: 8-4-95
LAST FIRST MIDDLE MAIDEN

SOCIAL SECURITY NUMBER: 526-47-8477

MAILING ADDRESS: 8618 W AMELIA
PHX AZ 85033

OCCUPATION: WORK COORDINATOR DATE OF BIRTH: 7-30-59

LOCATION OF EMPLOYMENT: PHX AZ

PHONE NUMBER (WORK): (602) 275-1917 (RESIDENCE): (602) 849-6477

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 1 DOES THE APPLICANT OWN A HOME? YES

IF SO, GIVE LOCATION & TYPE (HUD, FHA, ETC.): OWN RESIDENCE IN PHX

LIST OTHER LANDS WHICH THE APPLICANT IS CLAIMING OR USING (THIS INCLUDES FARMLAND): FARM LAND IN 7 MILE, THE LATE FARMETT & ALICE PIPKINS RESIDENCE

NAME OF SPOUSE: MARK HENRY

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: N/A

DOES THE SPOUSE OWN A HOME? YES IF SO, GIVE THE LOCATION & TYPE (HUD, FHA, ETC.): JOINT OWNERSHIP OF HOME IN PHX

LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: ARIENE HENRY DATE: 8-4-95

APPLICATION IS MADE FOR (CHECK ONE):

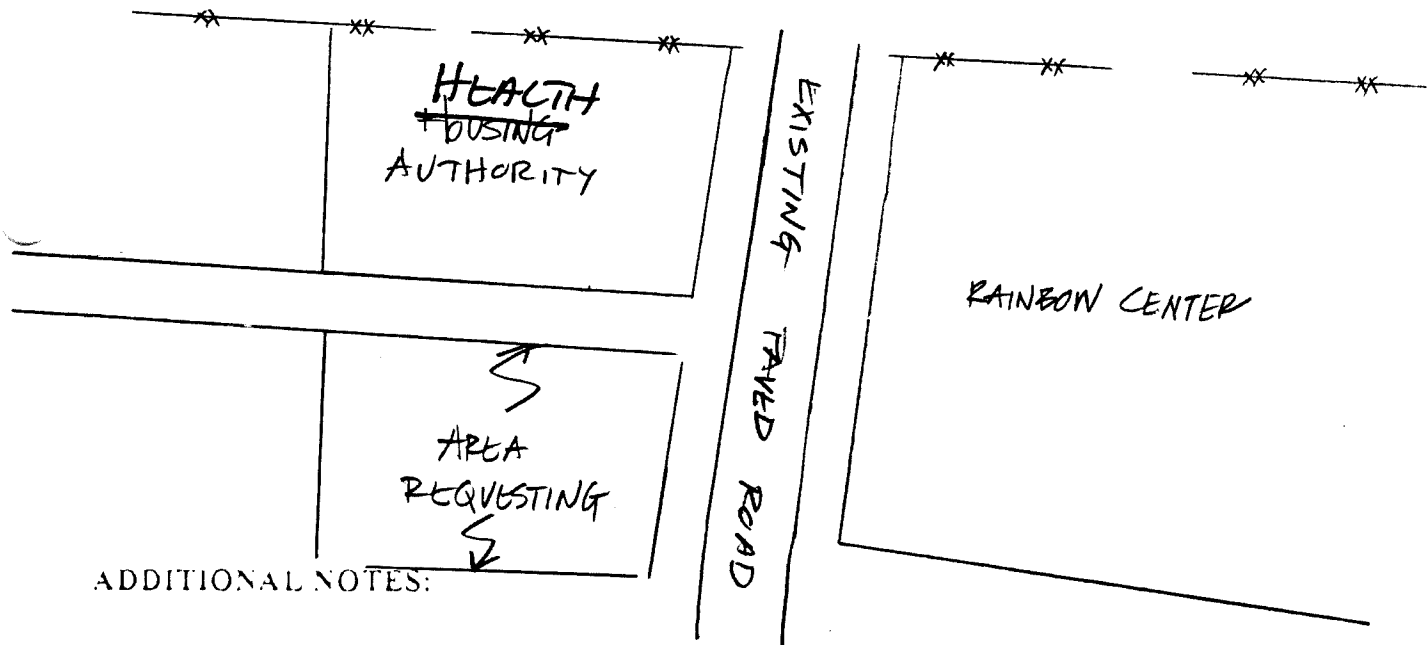
HOMESITE: BUSINESS SITE: OTHER (SPECIFY):

IF OTHER THAN HOMESITE, GIVE BUSINESS OR REASONS FOR REQUEST: BUS.

SITE LEASE FOR COIN OPERATED LAUNDRY

COMMUNITY: WHITERIVER SIZE OF AREA: 200 X 200 OR EQUIVALENT

SKETCH OF THE AREA (SHOW ROADS, POWER LINES, NORTH ARROW, ETC.):



ADDITIONAL NOTES:

TO ENHANCE THE LIVING CONDITIONS OF THE MEMBERS OF THE WHITE MOUNTAIN APACHE TRIBE, THE AVAILABILITY OF WATER AND POWER IS A REQUIREMENT FOR AN ASSIGNMENT.

DISTANCE TO THE NEAREST WATER SOURCE: _____

DISTANCE TO THE NEAREST POWER SOURCE: _____

LAND ASSIGNMENT FORMI. AGREEMENTS AND CONDITIONS OF ASSIGNMENTNAME:  DATE: 8-4-95THE TERMS OF AN ASSIGNMENT FOLLOW (PLEASE READ AND SIGN):

1. A LOT MUST HAVE AN ASSIGNMENT SECURED, PRIOR TO USE, DEVELOPMENT OR OCCUPATION. THE ASSIGNMENT MUST HAVE A SKETCH OF THE LOCATION.
2. THE ASSIGNEE SHALL NOT CONCURRENTLY HOLD MORE THAN ONE ASSIGNMENT FOR A HOMESITE EXCEPT AS FOLLOWS:
 - A. IF THE ASSIGNMENTS ARE IN ONE COMPACT BODY.
 - B. IF THE ASSIGNMENT IS FOR THE CONSTRUCTION OF A NEW HOMESITE.
3. A. CONSTRUCTION OF A RESIDENCE MUST BEGIN WITHIN ONE YEAR OF THE GRANTING OF THE ASSIGNMENT.
 B. CONSTRUCTION MUST BE COMPLETED AND OCCUPIED WITHIN TWO YEARS OF THE GRANTING OF THE ASSIGNMENT.
 C. IF THE ASSIGNEE DOES NOT COMPLY WITH EITHER OF THE ABOVE, THE ASSIGNEE SHALL BE GIVEN WRITTEN NOTIFICATION AND ASKED TO SHOW JUST REASON WHY THE ASSIGNMENT SHOULD NOT BE CANCELED. IF THE ASSIGNEE DOES NOT RESPOND WITHIN 30 DAYS AFTER THE DATE OF NOTIFICATION OR IF THE ASSIGNEE HAS UNJUST REASON, THE ASSIGNMENT SHALL BE CANCELED.
4. THE ASSIGNEE MUST BUILD WITHIN THE EXTERIOR BOUNDARIES OF THE ASSIGNMENTS. IF THE ASSIGNEE BUILDS OR FENCES OUTSIDE OF THE EXTERIOR BOUNDARIES, THE WHITE MOUNTAIN APACHE TRIBE THROUGH A DESIGNATED REPRESENTATIVE SHALL GIVE WRITTEN NOTICE TO THE ASSIGNEE. ONCE THE NOTICE IS SERVED, THE ASSIGNEE HAS 60 DAYS FROM THE DATE OF WRITTEN NOTICE TO REMOVE THE PROPERTY. AFTER THAT TIME PERIOD, THE PROPERTY OUTSIDE OF THE BOUNDARIES BECOME THE SOLE PROPERTY OF THE WHITE MOUNTAIN APACHE TRIBE TO DISPOSE OF AS IT SEES FIT.
5. BUILDINGS AND OTHER IMPROVEMENTS PLACED UPON THE ASSIGNED LAND BY THE ASSIGNEE SHALL BE RECOGNIZED AS PERSONAL PROPERTY.
6. IN THE EVENT THE ASSIGNEE RELINQUISH THE ASSIGNMENT, OR UPON CANCELLATION, THEREOF, IMPROVEMENTS MADE BY THE ASSIGNEE UPON THE LAND COVERED BY THE ASSIGNMENT MAY BE SOLD OR REMOVED BY HIM, AND HE SHALL VACATE THE PREMISES WITHIN 60 CALENDAR DAYS FROM THE DATE OF A WRITTEN NOTICE TO DO SO.
7. THE ASSIGNEE SHALL USE THE ASSIGNMENT ONLY EXCLUSIVELY FOR THE PURPOSES FOR WHICH IT WAS ASSIGNED. THE ASSIGNMENT MAY NOT BE SOLD, BUT MAY BE EXCHANGED FOR ANOTHER ASSIGNMENT OR RELINQUISHED.
8. LIVE TREES SHALL BE REMOVED ONLY AS NECESSARY.

LAND ASSIGNMENT FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUED)

9. THE ASSIGNEE SHALL NOT ASSIGN OR TRANSFER THIS ASSIGNMENT OR ANY RIGHT OR RIGHT OR INTEREST THERETO, WITHOUT THE EXPRESS CONSENT AND APPROVAL OF THE WHITE MOUNTAIN APACHE TRIBE.

10. ALL TIMBER, WATER RIGHTS, MINERAL RIGHTS, AND THE RIGHT TO TAKE EASEMENTS ON THE LAND FOR PUBLIC PURPOSES ARE RESERVED TO THE WHITE MOUNTAIN APACHE TRIBE

11. IF ANY LIVESTOCK IS KEPT, THEY ARE TO BE MAINTAINED IN SUCH A MANNER AS TO NOT CREATE AN ANNOYANCE OR HAZARD TO THE NEIGHBORING RESIDENCES.

12. THE ASSIGNEE SHALL USE ONLY DESIGNATED ACCESS ROADS FOR ENTRY TO THE ASSIGNMENT.

13. THE ASSIGNEE SHALL MAINTAIN THE IMPROVEMENTS AND PREMISES TO STANDARDS OF REPAIR, ORDERLINESS, NEATNESS AND SAFETY ACCEPTABLE TO THE TRIBE.

14. METHODS OF WASTE DISPOSAL SHALL COMPLY WITH OR EXCEED ANY SPECIFICATIONS SET BY THE PUBLIC HEALTH SERVICE, OR ANY OTHER GOVERNMENTAL OR TRIBAL BODY THAT IS CONCERNED WITH SANITATION.

15. TIME IS HEREBY DECLARED TO BE THE ESSENCE OF THIS AGREEMENT.

16. THIS AGREEMENT SHALL BE BINDING ON THE HEIRS, EXECUTIVE ADMINISTRATORS AND ASSIGNS OF THE PARTIES HERETO.

17. THE TITLE TO ALL TRIBAL REAL PROPERTY IS HELD IN THE NAME OF THE UNITED STATES OF AMERICA IN TRUST FOR THE TRIBE. NO INTEREST IN TRIBAL REAL PROPERTY CAN BE ACQUIRED EXCEPT AS AUTHORIZED BY THE LAWS OF THE TRIBE, OR THE LAWS OF THE UNITED STATES AND EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE COUNCIL.

IT IS UNDERSTOOD AND AGREED BY THE ASSIGNED THAT IS THE SAID ASSIGNED OR HIS SUCCESSOR OR ASSIGNS FAIL TO MAKE A GOOD AND PROPER USE OF SAID LANDS AND PREMISES, OR VIOLATE ANY OF THE TERMS OF THIS CONTRACT, THE TRIBAL COUNCIL MAY TERMINATE THIS ASSIGNMENT AGREEMENT.

IT IS FURTHER UNDERSTOOD AND AGREED BY THE ASSIGNEE THAT IF HE VIOLATES ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR FAILS TO MAKE GOOD AND PROPER USE OF SAID LANDS AND PREMISES, AND THAT THE TRIBAL COUNCIL AND OR LAND BOARD FAIL TO TAKE THE NECESSARY STEPS TO TERMINATE THIS AGREEMENT, THEN THE SUPERINTENDENT OF THE FORT APACHE AGENCY MAY TERMINATE SAID AGREEMENT OR USE ANY OTHER REMEDY TO INSURE PROPER USAGE OF THE LAND OR CORRECT ANY VIOLATIONS.

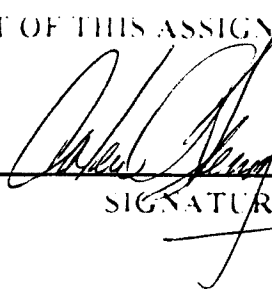
LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUE)

THE ASSIGNEE CONVENANTS AND AGREES TO AFOREMENTIONED CONDITIONS OF ITS ASSIGNMENT AND FURTHER AGREES TO ABIDE BY THE REGULATIONS AND ORDINANCES OF THE WHITE MOUNTAIN APACHE TRIBE AND THOSE PRESCRIBED BY THE SECRETARY TO THE INTERIOR RELATIVE TO THE ASSIGNS OF INDIAN TRIBALLY OWNED TRUST LANDS, WHICH BY REFERENCE ARE MADE PART OF THIS ASSIGNMENT AGREEMENT.

8-4-95

DATE



SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: 8 Sept 95



CHAIRMAN, LAND BOARD



MEMBER



MEMBER



MEMBER

APPROVED:

NOV. 9-95

DATE



TRIBAL CHAIRMAN
W.M.A.T.