

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

WHEREAS, Tribal member Faith (Beatty) Johnson (“buyer” or “lessee”) has come before the Tribal Council and requested permission to negotiate for the purchase of a home at Hondah Homesites Section A; and

WHEREAS, after due consideration to all interests, the Tribal Council concludes that permission should be granted to Faith (Beatty) Johnson to purchase a home at the Hondah Homesites A pursuant to the conditions set forth herein; and

WHEREAS, the Tribal Council has concluded that the permission granted to Faith (Beatty) Johnson under this Resolution should apply to any residential homesites in Hondah Homesites A having an existing dwelling structure and subject to the conditions set forth below; and

WHEREAS, it may be necessary to encumber the leasehold interest to secure the financing on the home.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby grants permission to Tribal member Faith (Beatty) Johnson to enter into a 25 year lease, with an automatic 25 year renewal, for one residential homesite at Hondah Homesites A subject to the following conditions:

1. The permission granted under this Resolution applies to any homesite lot in Hondah Homesites A only; provided that the buyer is permitted to lease one such residential homesite only;
2. The permission granted under this Resolution applies to homesites which have an existing residential structure, which the buyer shall purchase from the seller;
3. The buyer must enter into a binding buy-sell agreement with the seller and execute a lease with the Tribe no later than one year from the date of this Resolution, or return to the Council for renewal of approval;
4. The buyer must bring to the Tribal Legal Department a binding buy-sell agreement and sufficient documentation of approval or pre-approval for adequate financing in order for the Legal Department to draw-up the final lease agreement which shall identify the specific leasehold premises;

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5. The lease authorized by this Resolution shall terminate ninety (90) days after the effective date of the lease, should the buyer be unable to complete the purchase transaction during the ninety (90) day period.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that, subject to the conditions set forth above, it hereby approves and grants authority to Faith (Beatty) Johnson to encumber the leasehold premises for the purpose of securing a loan through the Tribal Revolving Credit Program or other financial institution through the HUD 184 or Veterans Administration Home Loan Program.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that incorporated into the lease document shall be the following binding terms governing the occupancy and use of the leasehold premises:

1. The premises shall not be re-leased or rented without Tribal Council permission in the form of a resolution;
2. Boundaries of the premises shall not exceed the original land assignment described herein;
3. Any new addition or construction on the premises must be approved by the Tribal Engineering Department;
4. The Tribal Council must approve the removal of any trees on the premises. The lessee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation and safety acceptable to the Tribe, and all electrical wiring if and when installed shall conform to underwriters specifications;
5. The premises shall be used for residential purposes only and no purpose that would injure reputation or be in violation of law;
6. No horses or other livestock shall be permitted to be on the premises without the consent of the Tribal Council;
7. The lessee shall, at lessee's sole cost and expense, keep and maintain all buildings, structures and other improvements on the premises in good order and repair and the whole thereof in a clean, sanitary, neat and attractive condition;

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8. The lessee shall not encumber, assign, or transfer ownership of the premises without the written consent of the Tribe in the form of a Tribal Council resolution;
9. No commercial businesses are allowed to take place on the premises, such as auto repair, nurseries, junk yards, or any other wholesale or retail business that would detract from a residential appearance;
10. The lessee shall obtain certification that water and septic/sewer facilities are available from the Tribe or IHS.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe That violation of any of the foregoing conditions shall make this authorization for a lease null and void.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby delegates authority to the Tribal Chairman, or in his absence, the Tribal Vice Chairman, to execute any documents necessary to carry out the intent of this Resolution.

The foregoing resolution was on December 16, 1996, 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 the White Mountain Apache Tribal Constitution, including Article IV, Sections 1 (a), (e), (h), (i), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe on 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).

RECEIVED

FEB 25 1997

**WHITE MOUNTAIN APACHE INDIAN AGENCY
WHITERIVER, ARIZONA**


Chairman of the Tribal Council


Secretary of the Tribal Council