

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

- WHEREAS,** Tribal member, Davis Aday, a resident of the Turkey Creek Community, has made an application with the USDA Rural Development Program, for a loan to remodel his home; and
- WHEREAS,** the home in which Davis Aday resides was transferred to him by his parents, Lester and Alice Kasey, on February 8, 1993, and Davis Aday has paid the remaining balance on the home loan with Revolving Credit; and
- WHEREAS,** it may be necessary to encumber a leasehold interest in order to secure the financing on the home; and
- WHEREAS,** Davis Aday is requesting Tribal Council approval for a residential lease for the premises located in the Turkey Creek Community, and fully described in Appendix A attached hereto and incorporated herein, for the purpose of securing financing to remodel the home; and
- WHEREAS,** the Tribal Council has no objection to Davis Aday's request.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a 25-year lease, with an automatic 25-year renewal, for the premises described in Appendix A, to Tribal member Davis Aday, pursuant to the following conditions:

1. The premises shall not be re-leased or rented without Tribal Council permission in the form of a resolution;
2. Boundaries of the leased premises shall not exceed the original land assignment described herein;
3. 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 an when installed, shall conform to underwriters specifications;
4. Said premises shall be used for residential purposes only and no purpose that would inquire reputation or be in violation of law;

Resolution No. 06-98-131

5. Lessee shall, at Lessee's sole cost and expenses, keep and maintain all buildings, structures and other improvements on said premises in good order and repair and the whole thereof in a clean, sanitary, neat and attractive condition;
6. 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;
7. No commercial business 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.

BE IT FURTHER RESOLVED by the Tribal Council 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 approves and grants authority to Davis Aday to encumber the premises for the purpose of securing a loan through the Rural Housing Service of USDA Rural Development.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the permission granted herein to encumber the premises shall expire after 180 days, and if Davis Aday has not obtained financing within that time period, he must return to the Tribal Council to request permission to encumber the premises.


BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that authorization for the residential lease requested is for the specific lot identified herein.

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, to execute any and all documents necessary to carry out the intent of this resolution.

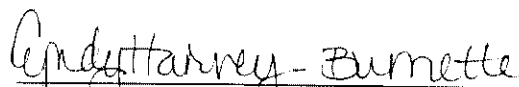
The foregoing resolution was on June 18, 1998 duly adopted by a vote of six for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (e), (f), (h), (i), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe

Resolution No. 06-98-131

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

LEGAL DESCRIPTION FOR PLOT KNOWN AS LESTER KASEY HOMESITE:

Located in the East Fork-Seven Mile Community in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 30; T5N; R23E, a rectangular plot 160 feet east and west by 100 feet north and south and located as follows:

Beginning at the R.E.A. power pole directly across from the East Fork Trading Post, and counting it #1, travel down the road in a westerly direction to pole #10 #36 L3 L9; thence 360.2 feet in a northerly direction to the SW corner of the above plot.

This plot to be known as the Lester Kasey homesite.

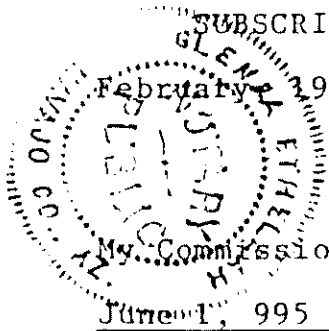
I, Lester Kasey, do hereby surrender and give up all my rights to the 3-bedroom house located at Turkey Creek, to Davis Aday, step-son. From this day forward he shall be the legal owner of said house and as such be responsible for its upkeep and maintenance plus paying the bills associated with it.

Dated: 2-8-93

Lester Kasey
Lester Kasey

SUBSCRIBED AND SWORN TO before me this 8th day of February, 1993.

Dora Ethelbert
Notary Public



My Commission Expires:
June 1, 1995