

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

WHEREAS, tribal members Michael Endfield and Kathryn K. Shepherd have requested Tribal Council permission for a transfer between the parties, of the lot and structure located at Hondah Homesites Lot A-27; and

WHEREAS, the home located at Hondah Homesites A-27, which was partially destroyed by fire in February 1998, is currently under lease to tribal member Michael Endfield; and

WHEREAS, tribal member Kathryn K. Shepherd does not have a home or land assignment on the reservation, and wishes to purchase the structure at Hondah Lot A-27 from Michael Endfield, so she could reconstruct the home for her occupancy; and

WHEREAS, the parties have negotiated the sale of the structure for the amount of \$5,000.00, and are requesting a transfer of the lot to Kathryn K. Shepherd; and

WHEREAS, after due consideration to all interests, the Tribal Council concludes that permission should be granted to tribal member Kathryn K. Shepherd to purchase the structure located at Hondah Homesite A-27, from tribal member Michael Endfield, and that the lot on which the structure is situated should also be transferred into the name of Kathryn K. Sheperd under a residential lease.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the sale of the structure located at Hondah Lot A-27 from Michael Endfield to Kathryn K. Sheperd, with the condition that reconstruction of the structure commence within ninety (90) days, weather permitting, and shall be completed within eighteen (18) months.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the residential lease previously approved for Michael Endfield for Hondah Lot A-27 is hereby canceled, and Michael Endfield is released from further liability and responsibility of said lease.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a 25 year residential lease, with an automatic 25 year renewal, for the premises described as Hondah Homesites Lot A-27, for Kathryn K. Shepherd, 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. Any new addition or construction of the premises must be approved by the Tribal Engineering Department;
4. The Tribal Council must approve the removal of any trees on the property. The Lessees 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 specification;
5. Said 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. Lessees shall at Lessees' sole cost and expense keep and maintain all building structures and other improvements on said premises in good order and repair and the whole thereof in a clean, sanitary, neat and attractive condition;
8. The Lessees 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 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;
10. Lessees shall obtain certification that water and septic/sewer facilities are available from the Tribe or IHS;
11. The Legal Department must review any buy/sell agreement between the tribal member purchaser and seller prior to execution of those documents by the buyer and seller.

BE IT FURTHER RESOLVED by the Tribal Council that violation of any of the foregoing conditions shall make this authorization for a lease null or void.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the lease authorization granted herein is contingent upon the final completion of the sales transaction, and if such sales transaction is not completed within one-hundred twenty (120) days of the date of this resolution, the lease authorization granted herein shall be null or void.

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 and house that the tribal member has negotiated to purchase and no other.

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 January 8, 1999 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 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).

ACTING

Frank J. Trofield Jr  
Chairman of the Tribal Council

Arduyanney-Burnette  
Secretary of the Tribal Council