

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

WHEREAS, tribal member, Annie Dawahongva, a resident of the Fort Apache Community, is eligible to receive a grant to renovate her existing home; and

WHEREAS, Mrs. Dawahongva's residential lease for the home site expired May 10, 1996; and

WHEREAS, in order to complete eligibility requirements for the grant, a current residential lease for her home site is necessary; and

WHEREAS, Mrs. Dawahongva is requesting Tribal Council approval for a residential lease for the premises located in the Fort Apache Community, and fully described in Appendix A attached hereto and incorporated herein, for the purpose of completing her eligibility requirements to obtain a grant to remodel her home; and

WHEREAS, the Tribal Council has no objection to Mrs. Dawahongva'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 Annie Dawahongva, 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 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 specifications;
4. Said premises shall be used for residential purposes only and no purpose that would injure reputation or be in violation of law;
5. Lessee shall, at Lessee's sole cost and expense, 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.

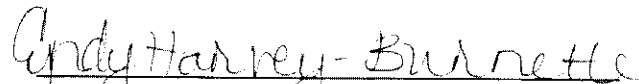
BE IT FURTHER RESOLVED by the Tribal Council that violation of any of the foregoing conditions shall make this authorization for a lease null and void.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that 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 April 28, 1999 adopted by a vote of 6 for and 0 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).

  
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Chairman of the Tribal Council

  
\_\_\_\_\_  
Secretary of the Tribal Council

LEGAL DESCRIPTION  
FOR  
ANNIE DAWAHONGVA

That certain house located on that certain real property located in the NW1/4 of Section 35, T5N, R22E, Gila and Salt River Base & Meridian, a rectangular plot of ground 100 feet north and south and 114 feet east and west, Navajo County, Arizona.

Containing 0.261 acres more or less.

*APPENDIX A*