

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

WHEREAS, tribal member Archie Kinney is requesting Tribal Council approval to convert his present land assignment, fully described and attached hereto and incorporated herein, to a home site lease for the purpose of securing financing; 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 approves a 25-year lease, with an automatic 25-year renewal, for the premises described in Appendix A, to tribal member Archie Kinney 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 is for the original land assignment described herein, but shall not exceed one acre of land;
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 property. 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. 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. 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;
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 business is 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. Lessee 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 purchase and seller prior to execution of those documents by the buyer and seller.

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.

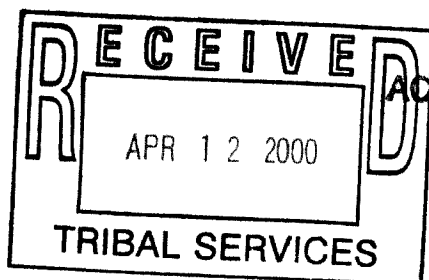
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves and grants authority to Archie Kinney to encumber the premises for the purpose of securing a loan through the Tribal Revolving Credit Program or other financial institution through the HUD 184 Program, Veterans Administration Home Loan Program, or 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 Archie Kinney 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 home site lease requested is for the specific lot identified herein, and shall not exceed one acre of land.

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 or other duly authorized representative, to execute any and all documents necessary to carry out the intent of this resolution.

The foregoing resolution was on April 7, 2000, duly adopted by a vote of SIX for, ZERO against, and ONE abstention, by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1(a), (b), (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 Chairman of the Tribal Council

A handwritten signature in black ink, appearing to read "Archie Kinney".

Secretary of the Tribal Council

A handwritten signature in black ink, appearing to read "Cindy Hanrey-Burnette".

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: ARCHE M. KINNEY DATE: 05-29-84

SOCIAL SECURITY NUMBER: 585-12-8564

MAILING ADDRESS: P.O. Box 3735  
PHOENIX, AZ 85030

OCCUPATION: PHYSICIAN'S ASSISTANT DATE OF BIRTH: 12-01-47

LOCATION OF EMPLOYMENT: PHOENIX, AZ

PHONE NUMBER (WORK): 265-1955 (RESIDENCE): 602-266-3739

MARITAL STATUS (CIRCLE ONE): (SINGLE) MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 01 DOES THE APPLICANT OWN A HOME? NO

IF SO, GIVE LOCATION & TYPE (HUD, FHA, ETC.): N/A

LIST OTHER LANDS WHICH THE APPLICANT IS CLAIMING OR USING (THIS INCLUDES FARMLAND):

N/A

NAME OF SPOUSE: N/A

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

DOES THE SPOUSE OWN A HOME? N/A IF SO, GIVE THE LOCATION & TYPE (HUD, FHA, ETC.):

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LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: ARCHIE M. Kinney DATE: 05-29-84

APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: [checked] BUSINESS SITE: OTHER (SPECIFY):

IF OTHER THAN HOMESITE, GIVE BUSINESS OR REASONS FOR REQUEST: n/a

COMMUNITY: ALICZSAY FLATS SIZE OF AREA: 2 LOTS

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

lots to be adjacent that of CELINE Kinney

ADDITIONAL NOTES:

Understands PRIOR APPLICATION WAS NOT APPROVED, THOU I HAVE NEVER BEEN SO NOTIFIED. 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: (?) NEAR

DISTANCE TO THE NEAREST POWER SOURCE: (?) NEAR

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUED)

9. The Assignee shall not assign or transfer this assignment or any 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, executives, 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 Assignee that if the said Assignee or his successors 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 to correct any violations.

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUE)

The Assignee covenants and agrees to the aforementioned conditions of this 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.

05-29-84  
DATE

*Arthur L. Loney*  
SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: 6-26-84

*Bertie Lupe*  
CHAIRMAN, LAND BOARD

*Sidney Baker*  
MEMBER

MEMBER

MEMBER

*Judy DeHose*  
MEMBER

*Alvin Hawkins*  
MEMBER

*Edward Walker*  
APPROVED:

*Aug 7-84*  
DATE

*[Signature]*  
TRIBAL CHAIRMAN  
WHITE MOUNTAIN APACHE TRIBE

APPROVED:

*Aug. 9, 1984*  
DATE

*[Signature]*  
SUPERINTENDENT  
FORT APACHE INDIAN RESERVATION

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT

NAME: ARCHIE M. Kinley DATE: 05-29-84

THE 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 description and 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 (2) 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 cancelled. If the Assignee does not respond within 30 calendar days after the date of notification or if the Assignee has unjust reason, the assignment shall be cancelled.
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 notice is served, the Assignee has 60 calendar days from the date of written notice to remove the property. After that time period, the property outside of the boundaries becomes 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.

15. Sketch the location of your home or homesite in relation to other existing homes and roads. Make the description detailed enough so that someone unfamiliar with the area could find it:

