

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

WHEREAS, there continues to be an extreme shortage of safe, adequate housing to meet the needs of families residing on the Fort Apache Indian Reservation; and

WHEREAS, by prior Resolutions No. 01-2000-16 and No. 02-2000-56, the Tribal Council has authorized the White Mountain Apache Community Development Corporation to participate in the development of a 22 unit, low income, townhome complex, which will be funded by USDA Rural Development Section 515, federal low income housing tax credits, HOME funds and FHLB-AHP direct subsidy; and

WHEREAS, by Resolutions No. 01-2000-16 and No. 02-2000-56, the Tribe also committed to dedicate land determined necessary for the development of the townhome project, which land is identified in the attachment to this Resolution, located in the Whiteriver Community; and

WHEREAS, it may be necessary to encumber the leasehold interest in order to secure financing for this townhome complex; and

WHEREAS, the intended use of the premises is consistent with Tribal law.

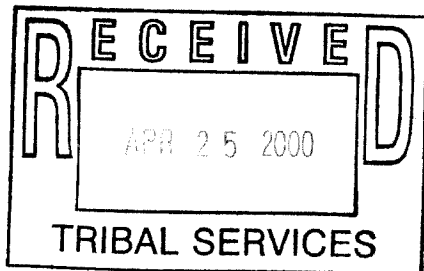
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes a lease of the land identified in the attachment hereto, to Apache Ridge Townhomes, Limited Partnership, the general partner of which is White Mountain Apache Community Development Corporation, for construction of a 22-unit, low income, rental townhome complex.


BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Tribe is hereby authorized to enter into the Agreement to Enter Into Lease of Real Property attached here as Exhibit A.

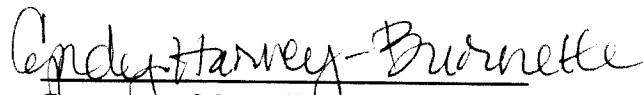
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby grants authority to the Apache Ridge Townhomes, Limited Partnership to encumber the premises for the purpose of securing financing for this townhome complex.

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 purpose of this resolution.

The foregoing resolution was on April 19 , 2000, duly adopted by a vote of SIX for ONE abstention, 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), (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).




Chairman of the Tribal Council


Secretary of the Tribal Council

AGREEMENT TO ENTER INTO LEASE OF REAL PROPERTY

THIS AGREEMENT made and entered into this 19th day of April, 2000, by and between White Mountain Apache Tribe, hereinafter referred to as "Lessor," and Apache Ridge Townhomes, Limited Partnership, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessee was formed by its general partner, White Mountain Apache Community Development Corporation, for the purpose of newly constructing affordable housing for low and moderate income families in Whiteriver, Arizona,

WHEREAS, Lessor, White Mountain Apache Tribe, acknowledges that there is a need for additional, new affordable housing in Whiteriver, Arizona and is supportive of the efforts of Lessee to provide such housing,

WHEREAS, Lessor and Lessee desire to lease the following described real estate, situated in Whiteriver, Arizona, to-wit:

Legal Description attached hereto and incorporated herein by reference as Exhibit "A," (the "Property"),

WHEREAS, Lessor and Lessee desire to enter into an Option for Lease of the Property, and the parties hereby agree as follows:

1. **OPTION:** Lessee, and/or its assigns, is hereby granted an exclusive option, for a period of eighteen months from the date first set forth above, to Lease the Property under the terms and conditions as herein stated. Said Option shall be exercised by the Lessee giving written notice by certified mail at the address of Lessor as hereinafter appears, or by otherwise delivering written notice of the exercise of said option to the Lessor on or before the date of expiration. In the event the Lessee shall fail or refuse, for any reason, to give said notice of exercise of this option on or before the day as herein designated, then in that event, this Agreement is terminated and each of the parties released from any and all further liability hereunder.

2. **TERMS OF OPTION:** This Agreement is conditioned upon Lessee, at Lessee's sole expense and responsibility, successfully applying to the Arizona Department of Commerce for an award of Low Income Housing Tax Credits and HOME funds, and successfully applying to the United States Department of Agriculture, Rural Housing Services for a Section 515 Loan, all to be used for the development of an affordable housing project for low to moderate income families on the Property.

3. **OPTION CONSIDERATION:** Consideration for this Option shall be the sum of Ten Dollars (\$10.00), nonrefundable, payable upon the execution of this Agreement, the receipt of which is hereby acknowledged.

4. **TERMS OF LEASE:** The Lease shall be for a term of 25 years, with a provision for an automatic renewal of an additional term of 25 years, for a total of 50 years. The annual fee for the Lease of the Property, for both 25 year terms, shall be One Dollar (\$1.00) per term.

5. **RIGHT OF ACCESS AND INSPECTION:** If required by Lessee, there shall be access to the subject property for the purpose of survey and inspections, including the right to take soil samples and other reasonable access to the premises, all in connection with the ultimate Lease of the property, all inspection or survey fees to be paid by Lessee.

6. **BINDING EFFECT:** This Agreement is binding upon the heirs, legal representatives, successors and assigns of the respective parties.

7. **ADDRESSES FOR MAILING NOTICES:**

LESSEE: Apache Ridge Townhomes, Limited Partnership
c/o White Mountain Apache Community
Development Corporation
P.O. Box 550
McNary, Arizona 85930

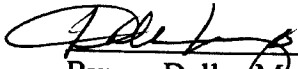
LESSOR: White Mountain Apache Tribe
P.O. Box 700
Whiteriver, Arizona 85941

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first written above.

LESSEE: APACHE RIDGE TOWNHOMES,
LIMITED PARTNERSHIP
By: White Mountain Apache Community
Development Corporation

By: Raymond Endfield, Jr.
Title: President

LESSOR: WHITE MOUNTAIN APACHE TRIBE



By: Dallas Massey, Sr.
Title: Tribal Chairman

LEGAL DESCRPTION: PROPOSED 22 UNIT APARTMENTS

WHITERIVER

A CERTAIN PARCEL OF LAND SITUATED IN THE WHITERIVER AREA, WITHIN THE SW ¼ OF THE SE ¼ OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 22 EAST, GILA AND SALT RIVER BASIN AND MERIDIAN, ON THE FORT APACHE INDIAN RESERVATION, NAVAJO COUNTY, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A BRASS CAP LOCATED AT THE COMMON QUARTER CORNER OF SECTION 14 & 23, T5N, R22E AND RUNNING.

THENCE N 50 12'07" E FOR A DISTANCE OF 913.07 FEET;
THENCE N 32 16'42" E FOR A DISTANCE OF 73.91 FEET
TO THE POINT OF BEGINNING.

THENCE N 32 16'42" E FOR A DISTANCE OF 270.00 FEET;
THENCE S 57 43'18" E FOR A DISTANCE OF 370.00 FEET;
THENCE S 32 16'42" W FOR A DISTANCE OF 270.00 FEET;
THENCE N 57 43'18" W FOR A DISTANCE OF 370.00 FEET
TO THE POINT OF BEGINNING.

CONTAINING 2.29 ACRES MORE OR LESS.