

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

WHEREAS, tribal members Lex and Perlana (Quintero) Baha, have applied for a loan with the Revolving Credit Program to construct a new home on their residential land assignment, described in Appendix A attached hereto, which is located in the Diamond Creek Community; and

WHEREAS, it will be necessary to encumber the leasehold interest in order to secure the financing on the home, and therefore Mr. and Mrs. Baha are requesting Tribal Council approval to convert their present land assignment in the Diamond Creek Community, to a residential lease for the purpose of securing financing; and

WHEREAS, the Tribal Council has no objections to Mr. and Mrs. Baha'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, to tribal members Lex and Perlana (Quintero) Baha, for the premises described in Appendix A attached hereto, 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 businesses 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.

8. Lessee shall obtain certification that water and septic/sewer facilities are available from the Tribe or IHS.

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.

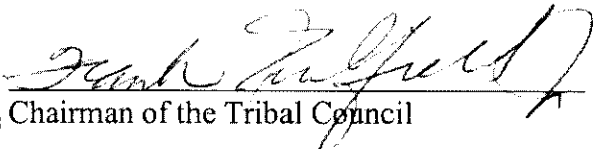
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves and grants authority to Lex and Perlina (Quintero) Baha to encumber the premises for the purpose of securing a loan through the Revolving Credit Program.

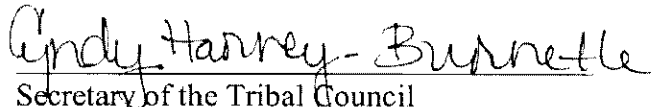
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the permission granted herein to encumber the premises shall expire after 180 days, and if Lex and Perlina (Quintero) Baha have not obtained financing within that time period, they must return to the Tribal Council to 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 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 August 13, 1999 adopted by a vote of NINE 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), (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


Secretary of the Tribal Council

SEP 23 1999

388003

WHITE MOUNTAIN APACHE TRIBE
LAND ASSIGNMENT FORM

White Mountain Apache Tribe
Tribal Attorney

SEP 07 1999 ✓

RECEIVED

I. APPLICANT INFORMATION

NAME: Baha, Perlana Quintero DATE: July 30, 1999
LAST. FIRST. MIDDLE, MAIDEN

SOCIAL SECURITY NUMBER: 526-64-5338

MAILING ADDRESS: P.O. Box 1746
Chiteriver, AZ. 85941

OCCUPATION: Office Manager DATE OF BIRTH: 04/01/55

LOCATION OF EMPLOYMENT: Central Business Office

PHONE NUMBER (WORK): 3384346 x230 (RESIDENCE): 3385106

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 4 DOES THE APPLICANT OWN A HOME? NO

IF SO, GIVE LOCATION & TYPE (HUD, FHA, ETC.): _____

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

NAME OF SPOUSE: Lex Baha

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: Cornfield @ ^{East} North Fork alongside Lenora B. Kasev's E. of graveyard Turnoff -

DOES THE SPOUSE OWN A HOME? NO IF SO, GIVE THE LOCATION & TYPE Fawn Kasev's Residence
(HUD, FHA, ETC.): _____

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R- - -

S: - - T: - - R: - -

LAND ASSIGNMENT FORM

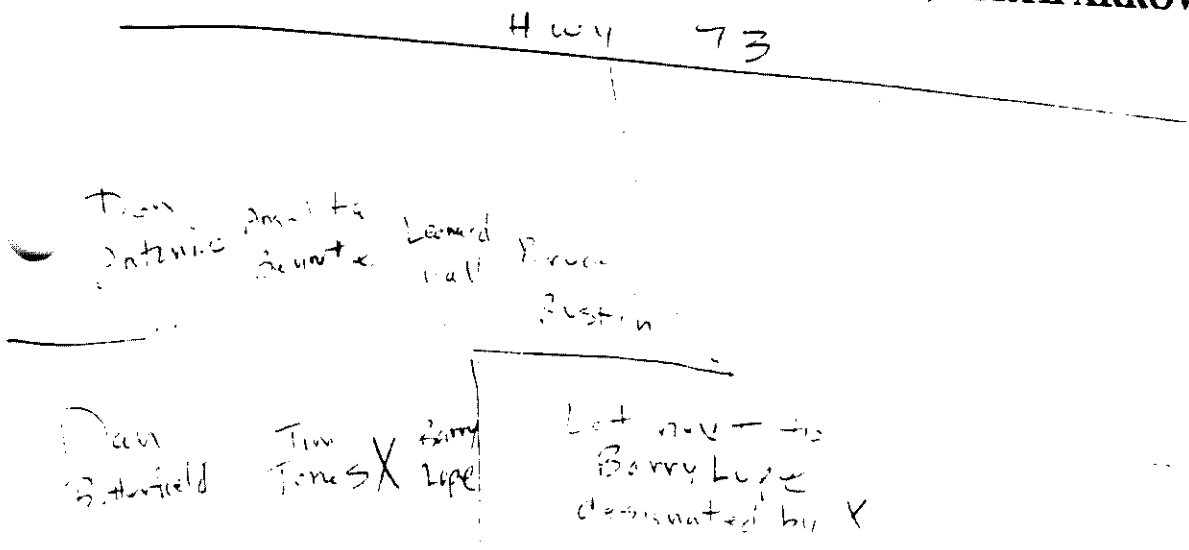
II. ASSIGNMENT INFORMATION

NAME: Perlona Bahq DATE: July 30, 1999

APPLICATION IS MADE FOR (CHECK ONE):
HOMESITE: BUSINESS SITE: OTHER (SPECIFY):
IF OTHER THAN HOMESITE, GIVE BUSINESS OR REASONS FOR REQUEST: _____

COMMUNITY: North Diamond Creek SIZE OF AREA: 200 X 200 OR EQUIVALENT

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



ADDITIONAL NOTES:

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.

This is based on a geological housing decision.

DISTANCE TO THE NEAREST WATER SOURCE: _____

DISTANCE TO THE NEAREST POWER SOURCE: _____

LAND ASSIGNMENT FORM

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AGREEMENTS AND CONDITIONS OF ASSIGNMENT

ME: Perlenn Baha

DATE: July 30, 1999

THE TERMS OF AN ASSIGNMENT FOLLOW (PLEASE READ AND SIGN):

A LOT MUST HAVE AN ASSIGNMENT SECURED, PRIOR TO USE, DEVELOPMENT OR OCCUPATION. THE ASSIGNMENT MUST HAVE A SKETCH OF THE LOCATION. 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.
- 1. CONSTRUCTION OF A RESIDENCE MUST BEGIN WITHIN ONE YEAR OF THE GRANTING OF THE ASSIGNMENT.
- 2. CONSTRUCTION MUST BE COMPLETED AND OCCUPIED WITHIN TWO YEARS OF THE GRANTING OF ASSIGNMENT.

IF THE ASSIGNEE DOES NOT COMPLY WITH EITHER OF THE ABOVE, THE ASSIGNEE SHALL BE IN WRITTEN NOTIFICATION AND ASKED TO SHOW JUST REASON WHY THE ASSIGNMENT SHOULD NOT BE CANCELED. IF THE ASSIGNEE DOES NOT RESPOND WITHIN 30 DAYS AFTER THE DATE OF NOTIFICATION OR IF THE ASSIGNEE HAS UNJUST REASON, THE ASSIGNMENT SHALL BE CANCELED.

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 THE NOTICE IS SERVED, THE ASSIGNEE HAS 60 DAYS FROM THE DATE OF WRITTEN NOTICE TO REMOVE THE PROPERTY. AFTER THAT TIME PERIOD, THE PROPERTY OUTSIDE OF THE BOUNDARIES BECOME THE SOLE PROPERTY OF THE WHITE MOUNTAIN APACHE TRIBE TO DISPOSE OF AS IT SEES FIT.

BUILDINGS AND OTHER IMPROVEMENTS PLACED UPON THE ASSIGNED LAND BY THE ASSIGNEE SHALL BE RECOGNIZED AS PERSONAL PROPERTY.

IN THE EVENT THE ASSIGNEE RELINQUISH THE ASSIGNMENT, OR UPON CANCELLATION, THEREOF, IMPROVEMENTS MADE BY THE ASSIGNEE UPON THE LAND REFERRED BY THE ASSIGNMENT MAY BE SOLD OR REMOVED BY HIM, AND HE SHALL REMOVE THE PREMISES WITHIN 60 CALENDAR DAYS FROM THE DATE OF A WRITTEN NOTICE TO DO SO.

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 TRANSFERRED FOR ANOTHER ASSIGNMENT OR RELINQUISHED. DEAD TREES SHALL BE REMOVED ONLY AS NECESSARY.

LAND ASSIGNMENT FORM

I. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUED)

THE ASSIGNEE SHALL NOT ASSIGN OR TRANSFER THIS ASSIGNMENT OR ANY RIGHT OR RIGHT OR INTEREST THERETO, WITHOUT THE EXPRESS CONSENT AND APPROVAL OF THE WHITE MOUNTAIN APACHE TRIBE.

ALL TIMBER, WATER RIGHTS, MINERAL RIGHTS, AND THE RIGHT TO TAKE ASSIGNMENTS ON THE LAND FOR PUBLIC PURPOSES ARE RESERVED TO THE WHITE MOUNTAIN APACHE TRIBE

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.

THE ASSIGNEE SHALL USE ONLY DESIGNATED ACCESS ROADS FOR ENTRY TO THE ASSIGNMENT.

THE ASSIGNEE SHALL MAINTAIN THE IMPROVEMENTS AND PREMISES TO STANDARDS OF REPAIR, ORDERLINESS, NEATNESS AND SAFETY ACCEPTABLE TO THE TRIBE.

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.

THIS IS HEREBY DECLARED TO BE THE ESSENCE OF THIS AGREEMENT.

THIS AGREEMENT SHALL BE BINDING ON THE HEIRS, EXECUTIVE ADMINISTRATORS AND ASSIGNS OF THE PARTIES HERETO.

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 ASSIGNED THAT IF THE SAID ASSIGNED OR HIS SUCCESSOR 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 BOARD FAIL TO TAKE THE NECESSARY STEPS TO TERMINATE THIS AGREEMENT, THE SUPERINTENDENT OF THE FORT APACHE AGENCY MAY TERMINATE SAID AGREEMENT OR USE ANY OTHER REMEDY TO INSURE PROPER USAGE OF THE LAND OR CORRECT ANY VIOLATIONS.

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II. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUE)

THE ASSIGNEE CONVENANTS AND AGREES TO AFOREMENTIONED CONDITIONS OF ITS ASSIGNMENT AND FURTHER AGREES TO ABIDE BY THE REGULATIONS AND ORDINANCES OF THE WHITE MOUNTAIN APACHE TRIBE AND THOSE PRESCRIBED BY THE SECRETARY OF THE INTERIOR RELATIVE TO THE ASSIGNS OF INDIAN TRIBALLY OWNED TRUST LANDS, WHICH BY REFERENCE ARE MADE PART OF THIS ASSIGNMENT AGREEMENT.

07/30/99

DATE

Perlena Baha

SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: 7-30-99

Luella Lewis

CHAIRMAN, LAND BOARD

May Lee

MEMBER

Lynn Cook

MEMBER

Justin Williams

MEMBER

APPROVED:

[Signature]

TRIBAL CHAIRMAN

W.M.A.T.