

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

WHEREAS, tribal member, Patricia (Way) Nosie, has come before the Tribal Council to request a land lease for her homesite, located in the Seven Mile Community, for the purpose of securing financing; and

WHEREAS, Mrs. Nosie has presented to the Council the land assignment application form and supporting documents to verify that there are no competing claims to the premises; and

WHEREAS, after due consideration, the Tribal Council concludes that permission should be granted to tribal member Patricia (Way) Nosie, for a homesite lease for the premises described in Appendix A, pursuant to conditions set forth herein.

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 Patricia (Way) Nosie, pursuant to the following conditions:

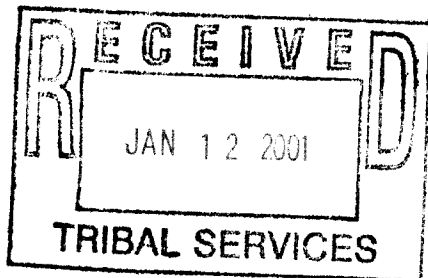
1. The premises shall not be re-leased or rented without Tribal Council permission in the form of a resolution;
2. Boundaries of the leased premises shall not exceed the original land described herein;
3. The Lessee shall maintain the improvements and premises to standard of repair, orderliness, neatness, sanitation and safety 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. Lessees shall, at Lessees' 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;

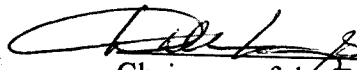
6. The Lessees shall not encumber, assign, or transfer ownership or any interest in ownership, of the premises without the written consent of the Tribe in the form of a Tribal Council resolution;
7. No commercial businesses are allowed to take place on the premises, such as auto repair, nurseries, junk yards, or any wholesale or retail business that would detract from a residential appearance;

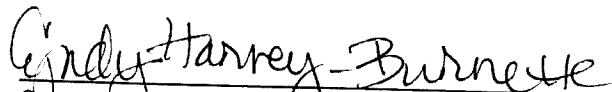
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that violation of any of the foregoing conditions shall make this authorization for a lease null and void.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it authorizes the Tribal Chairman, and in his absence the Vice Chairman or other duly authorized representative, to sign any and all documents necessary to carry out the purpose of this resolution.

The foregoing resolution was on January 5, 2001, duly 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), (c), (h), (s), (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

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WHITE MOUNTAIN APACHE TRIBE
LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: NOSLE PATRICIA DATE: 01/04/00
LAST, FIRST, MIDDLE, MAIDEN

SOCIAL SECURITY NUMBER: 527-41-7057

MAILING ADDRESS: P.O. Box 581
WIR AZ 85941

OCCUPATION: _____ DATE OF BIRTH: 11/30/64

LOCATION OF EMPLOYMENT: WMAT - POLICE

PHONE NUMBER (WORK): 3384942 (RESIDENCE): 3384760

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

NUMBER OF DEPENDENTS: 04 DOES THE APPLICANT OWN A HOME? Y

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

LIST OTHER LANDS WHICH THE APPLICANT IS CLAIMING OR USING (THIS INCLUDES FARMLAND): None

NAME OF SPOUSE: Rosano Nasai

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: @ 2801 FT. APACHE Rd.

DOES THE SPOUSE OWN A HOME? Y IF SO, GIVE THE LOCATION & TYPE (HUD, FHA, ETC.): HUD @ 2801 FT. APACHE Rd.

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LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: Patrick Nosie DATE: 1/4/04

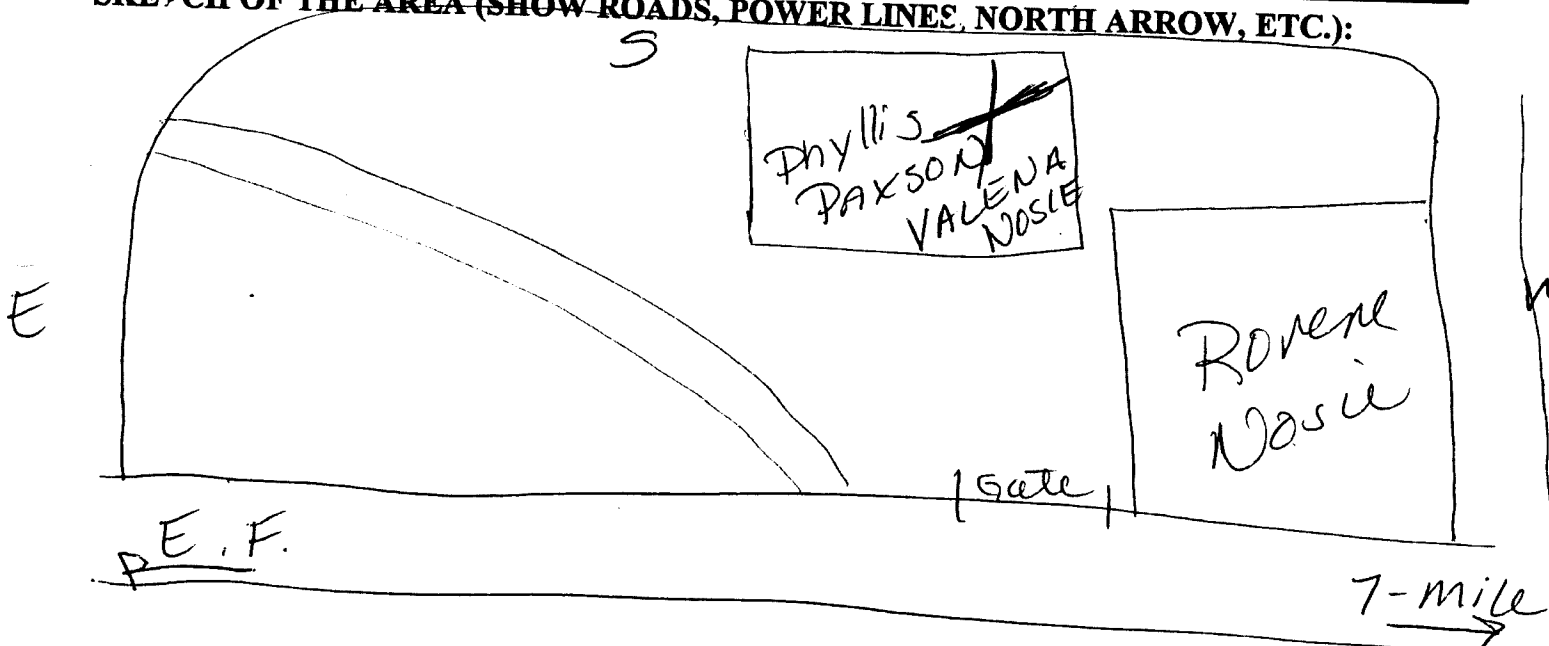
APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: BUSINESS SITE: OTHER (SPECIFY): 1

IF OTHER THAN HOMESITE, GIVE BUSINESS OR REASONS FOR REQUEST: _____

COMMUNITY: 7-mile SIZE OF AREA: ~~200x200~~ OR EQUIVALENT - 100/100

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



ADDITIONAL NOTES:

N

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: _____

DISTANCE TO THE NEAREST POWER SOURCE: _____

LAND ASSIGNMENT FORM

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III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT

NAME: PATRICIA NOSLE

DATE: 01/04/01

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 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 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 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.
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 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.
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.

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUED)

9. 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.
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, EXECUTIVE , 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 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, 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.

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III. 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 TO THE INTERIOR RELATIVE TO THE ASSIGNS OF INDIAN TRIBALLY OWNED TRUST LANDS, WHICH BY REFERENCE ARE MADE PART OF THIS ASSIGNMENT AGREEMENT.

01/04/01

DATE

Patricia Rossi

SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: _____

CHAIRMAN, LAND BOARD

MEMBER

MEMBER

MEMBER

APPROVED:

01-09-01

DATE

[Signature]

TRIBAL CHAIRMAN
W.M.A.T.

Declaration of Gift

I, Valena Nosie, of Seven Mile Comm., County of NAVAJO, Arizona, own as my separate property the items described below:

WHITE HOUSE - BLUE TRIMMING. 3-bd on ~~land~~. 1 ba. Livingrm. Kitchen. diningrm hse. along with the land that the house is sitting on.

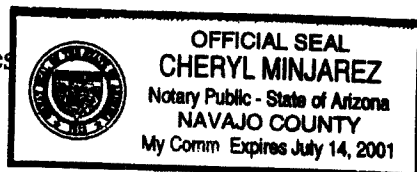
I desire to give the described property to Patricia Nosie, of Seven Mile, County of NAVAJO, Arizona.

To carry out my purpose I hereby give and deliver to Patricia Nosie all the incidents of absolute ownership of the property in Seven Mile from this time forward.

Valena Nosie
Donor

SUBSCRIBED AND SWORN to before me the undersigned Notary Public this 4th day of January, 1994. 2001

My commission expires



Cheryl Minjarez
Notary Public

July 14, 2001