

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

**(Approving Lebert and Brenda (Massey) Altaha's Homesite Lease)**

**WHEREAS,** Tribal members Lebert Altaha and Brenda (Massey) Altaha are requesting Tribal Council approval for a homesite lease for the purpose of securing financing to purchase an existing home; and

**WHEREAS,** the Tribal Council is advised that the Tribal Revolving Credit Program has approved financing for Lebert Altaha and Brenda (Massey) Altaha, and a homesite lease is required by the Plan of Operation and Loan Policy of the Revolving Credit Program, approved by the Tribal Council on May 12, 1999; and

**WHEREAS,** it is necessary to encumber the lease interest to secure the financing through the Revolving Credit Program; and

**WHEREAS,** after due consideration, the Tribal Council concludes that permission should be granted to Tribal Members Lebert Altaha and Brenda (Massey) Altaha 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 members Lebert Altaha and Brenda (Massey) Altaha, pursuant to the following conditions:

1. Possession of the home shall commence within ninety (90) days;
2. The premises shall not be re-leased or rented without Tribal Council permission in the form of a resolution;
3. Boundaries of the leased premises shall not exceed the original land described herein;
4. 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;
5. Said premises shall be used for residential purpose only and no purpose that would injure reputation or be in violation of law;
6. Lessee 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 clan, sanitary, neat and attractive condition;

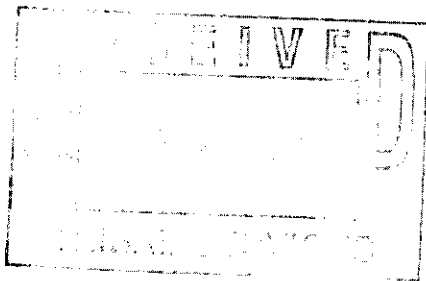
7. The Lessee shall not encumber, assign, or transfer ownership of the premises without the written consent of the Tribe in the form of a Tribal Council Resolution;
8. No commercial businesses are allowed to take place on the premises, such as auto repair, nurseries, junk yards, or any wholesale or retail business;
9. Lessee would obtain certification that water and septic/sewer facilities are available from the Tribe or I.H.S.

**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 Lebert Altaha and Brenda (Massey) Altaha, to encumber the premises for the purpose of securing a loan through the Revolving Credit Program.

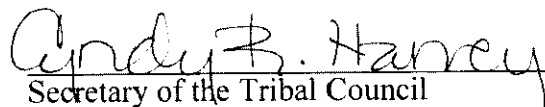
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it authorizes the Tribal Chairman, and in his absence the Vice Chairman or other duly authorized representative, to sign any and all documents necessary to carry out the purpose of this resolution.

The foregoing resolution was on JANUARY 12, 2005 duly adopted by a vote of EIGHT 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).



ACTING

  
Chairman of the Tribal Council

  
Secretary of the Tribal Council

LEASE CANCELLATION & RELEASE

Lease No. RFA-00-572

Contract No. CR-746

It is hereby agreed by and between the White Mountain Apache Tribe [Lessor] and BERNITA M. HINTON a member of the White Mountain Apache Tribe residing upon the Fort Apache Indian Reservation [Lessee], that Lease No. FRA-00-572, covering the land described therein, be canceled for the following reason:

Therefore, Lessee hereby surrenders his/her lease and terminates his/her leasehold interest and any other right, title or interest in said property effective DECEMBER 12, 03 prior to the natural termination of the lease which is on or about SEPTEMBER 21, 2050

Lessor hereby releases tribal member, BERNITA M. HINTON from further liability and responsibility of this lease based upon the cancelation of the lease.

DATED this 12TH day of DECEMBER, ~~20~~ 2003

LESSEE:

x Bernita Hinton

LESSOR:

WHITE MOUNTAIN APACHE TRIBE

By [Signature]  
Tribal Chairman

STATE OF ARIZONA )

) ss.

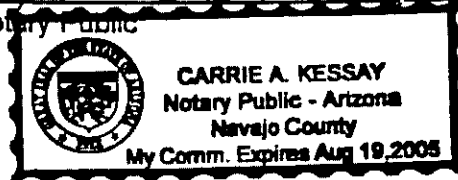
County of Navajo )

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this 12<sup>th</sup> day of December, ~~20~~ 2003 by Bernita Hinton [Lessee].

My Commission Expires:

Aug, 19, 2005

[Signature]  
Notary Public



APPROVED:

SECRETARY OF THE INTERIOR

By [Signature]

Superintendent, Fort Apache Agency

UNITED STATES DEPARTMENT OF THE INTERIOR

Date: 2/18/04