

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

WHEREAS, tribal members, Gilbert and Etheline (Tortice) Cosen , have come before the Tribal Council and requested approval from the Tribal Council to convert their present land assignment, fully described in Appendix A attached hereto and incorporated herein, to a homesite lease for the purpose of securing financing to construct a new home; and

WHEREAS, the Tribal Council is advised that the Tribal Revolving Credit Program has approved financing for Gilbert and Etheline (Tortice) Cosen , and a homesite lease is required by the Policies and Plan of Operation of the Revolving Credit program; and

WHEREAS, it is necessary to encumber the leasehold 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, Gilbert and Etheline (Tortice) Cosen for a homesite lease on their present land assignment 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, Gilbert and Etheline (Tortice) Cosen 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. Any new addition or construction on the premises must be approved by the Tribal Engineering Department;

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4. The Tribal Council must approve the removal of any trees on the property. 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;
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. 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;
8. The Lessees 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 are allowed to take place on the premises, such as auto repair, nurseries, junk yard, or any other wholesale or retail business that would detract from a residential appearance;
10. Lessees shall obtain certification that water and septic/sewer facilities are available from the Tribe or IHS.

BE IT FURTHER RESOLVED by the Tribal Council 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 Gilbert and Etheline (Tortice) Cosen to encumber the premises for the purpose of securing a loan through the Revolving Credit Program.

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The foregoing resolution was on October 03, 1996, 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 the White Mountain Apache Tribal Constitution, including Article IV, Sections 1 (a), (b), (c), (h), (i), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe on 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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**FORT APACHE INDIAN AGEN
WHITERIVER, ARIZONA**