

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

**WHEREAS**, tribal member Essie Fall, has come before the Tribal Council and requested approval from the Tribal Council to convert her 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 Essie Fall, and a homesite lease is required by Section 21(3)2 of the Declaration of Policies and Plan of Operation of the Revolving Credit Program, approved by the Tribal Council on July 22, 1975; 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 member Essie Fall, for a homesite lease on her 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 a 25 year renewal, for the premises described in Appendix A to tribal member Essie Fall, 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;
4. The Tribal Council must approve the removal of any trees on the property. The Lessees shall maintain the improvements and premises to standard of repair, orderliness, neatness, sanitation and safety acceptable to the Tribe, and all electrical wiring, if and when installed shall conform to underwriters specifications;

**Resolution No. 05-97-111**

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, structure 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 yards, 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 Essie Fall to encumber the premises for the purpose of securing a loan through the Revolving Credit Program.

The foregoing resolution was on May 15, 1997, duly adopted by a vote of seven 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).

**RECEIVED**

MAY 23 1997

WHITE MOUNTAIN APACHE INDIAN AGENCY  
WHITERIVER, ARIZONA

  
Chairman of the Tribal Council

  
Secretary of the Tribal Council