

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

WHEREAS, tribal member, Mr. Don Bourke, Sr., has requested Tribal Council approval for assignment of a parcel of land presently in the North Fork Livestock Range, a detailed description of which is attached hereto, and

WHEREAS, Mr. Bourke has presented to the Tribal Council, a copy of a statement from the North Fork Livestock Association, dated July 26, 1985, granting permission to the Land Board to assign to Don Bourke, Sr., the parcel of land described in the attached sketch, and

WHEREAS, Mr. Bourke explains to the Tribal Council that the land will be occupied by Don Bourke, Sr., Annie (Alekey) Bourke, Glennalee (Bourke) James, Ophelia (Bourke) Woody, Clorinda Bourke, Lydon Bourke, Eldon Bourke and possibly other members of the Bourke family according to the Land Assignment forms attached hereto and incorporated by reference, and

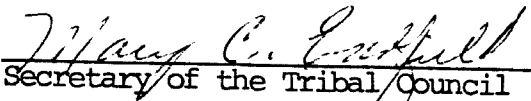
WHEREAS, the Tribal Council being satisfied that there are no conflicting claims to this parcel of land.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby assigns the land to the aforementioned members of the Bourke family for the purposes set forth in the Land Assignment forms and as described in the detailed sketch attached hereto.

The foregoing resolution was on January 09, 1986 duly adopted by a vote of 8 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council



Secretary of the Tribal Council

GENERAL LIVESTOCK OFFICE
Whiteriver, Arizona
Date: July 26, 1985

We, the undersigned Board of Directors of the North Fork
Livestock Association, do hereby grant permission to the Land Board,
to assign to Don Frouke, Sr., the parcel of land described
on the sketch attached. This land is now a part of the North Fork
Livestock Ranges.

This action is subject to approval by the Tribal Council of the White
Mountain Apache Tribe, and also subject to review and reassignment
from time to time, as provided by Tribal Ordinance.

Varnell H. Gatewood Sr.
PRESIDENT
Varnell Gatewood, Sr.

Paul S. Ethelbah
VICE-PRESIDENT
Paul S. Ethelbah

Everett M. Cooley
SECRETARY-TREASURER
Everett Cooley

CC: Land Board
Stockman-Manager
Applicant
File

401992

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: BOURKE, DON JOHN DATE: MARCH 21, 1985
Last, First, Middle, Maiden

SOCIAL SECURITY NUMBER: -----

MAILING ADDRESS: P.O. Box # 586
WHITERIVER, AZ. 85941

OCCUPATION: NONE DATE OF BIRTH: 9

LOCATION OF EMPLOYMENT: NONE

PHONE NUMBER (WORK): NONE (RESIDENCE): -----

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 4 DOES THE APPLICANT OWN A HOME? YES

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

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

DRY FARM LAND (1) BEHIND NEW HOSPITAL (2) ACROSS
THE RIVER FROM BAPTIST CHURCH

NAME OF SPOUSE: ANNIE A BOURKE

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: -----

DOES THE SPOUSE OWN A HOME? ----- IF SO, GIVE THE LOCATION & TYPE (HUD, FHA, ETC.): -----

401992

R - - -

S: T: R:

LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: DON J. BOURKE DATE: MAR. 21, 1985

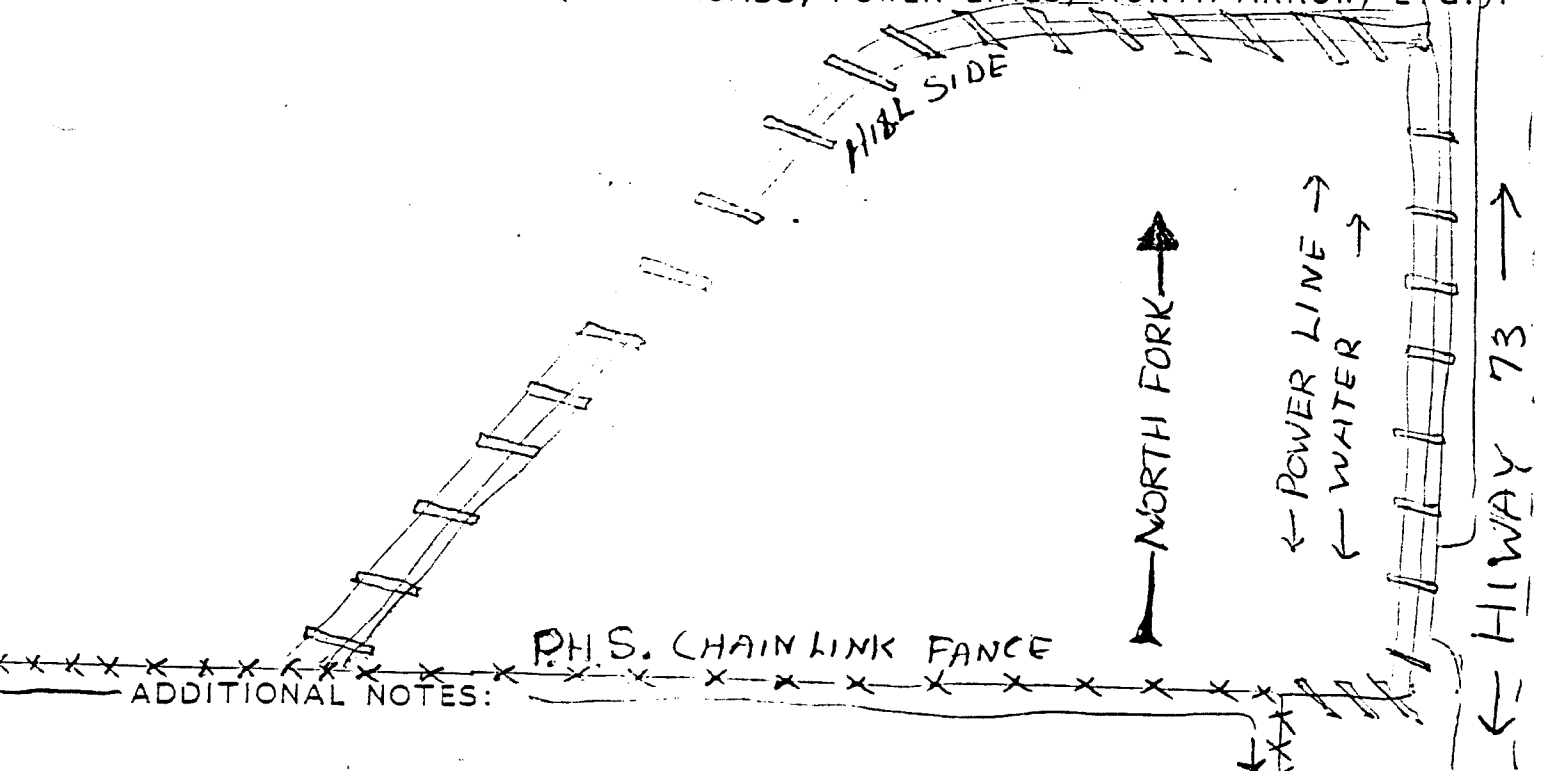
APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: [checked] BUSINESS SITE: OTHER (SPECIFY):

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

COMMUNITY: SIZE OF AREA:

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.

DISTANCE TO THE NEAREST WATER SOURCE:

DISTANCE TO THE NEAREST POWER SOURCE:

LAND ASSIGNMENT FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENTNAME: DON J BOURKE DATE: _____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 description and 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 (2) 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 cancelled. If the Assignee does not respond within 30 calendar days after the date of notification or if the Assignee has unjust reason, the assignment shall be cancelled.
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 notice is served, the Assignee has 60 calendar days from the date of written notice to remove the property. After that time period, the property outside of the boundaries becomes 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 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, executives, 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 Assignee that if the said Assignee or his successors 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 Land 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.

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUE)

The Assignee covenants and agrees to the aforementioned conditions of this 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.

DATE

Don J Bourke
SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: _____

CHAIRMAN, LAND BOARD

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

APPROVED:

DATE

TRIBAL CHAIRMAN
WHITE MOUNTAIN APACHE TRIBE

APPROVED:

DATE

SUPERINTENDENT
FORT APACHE INDIAN RESERVATION

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: Woody, Ophelia, Bourke DATE: 1-2-86
Last, First, Middle, Maiden

SOCIAL SECURITY NUMBER: 522-04-5010

MAILING ADDRESS: P.O. Box #586

Winter river Ariz. 85941

OCCUPATION: Home maker DATE OF BIRTH: 12-27-53

LOCATION OF EMPLOYMENT: 0

PHONE NUMBER (WORK): 0 (RESIDENCE): DARK Shadow #151

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 1 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: Tommy James Woody Sr.

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: NONE

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

402008

R - _____

S: _____ T: _____ R: _____

LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: Ophelia B. Woody DATE: 1-2-86

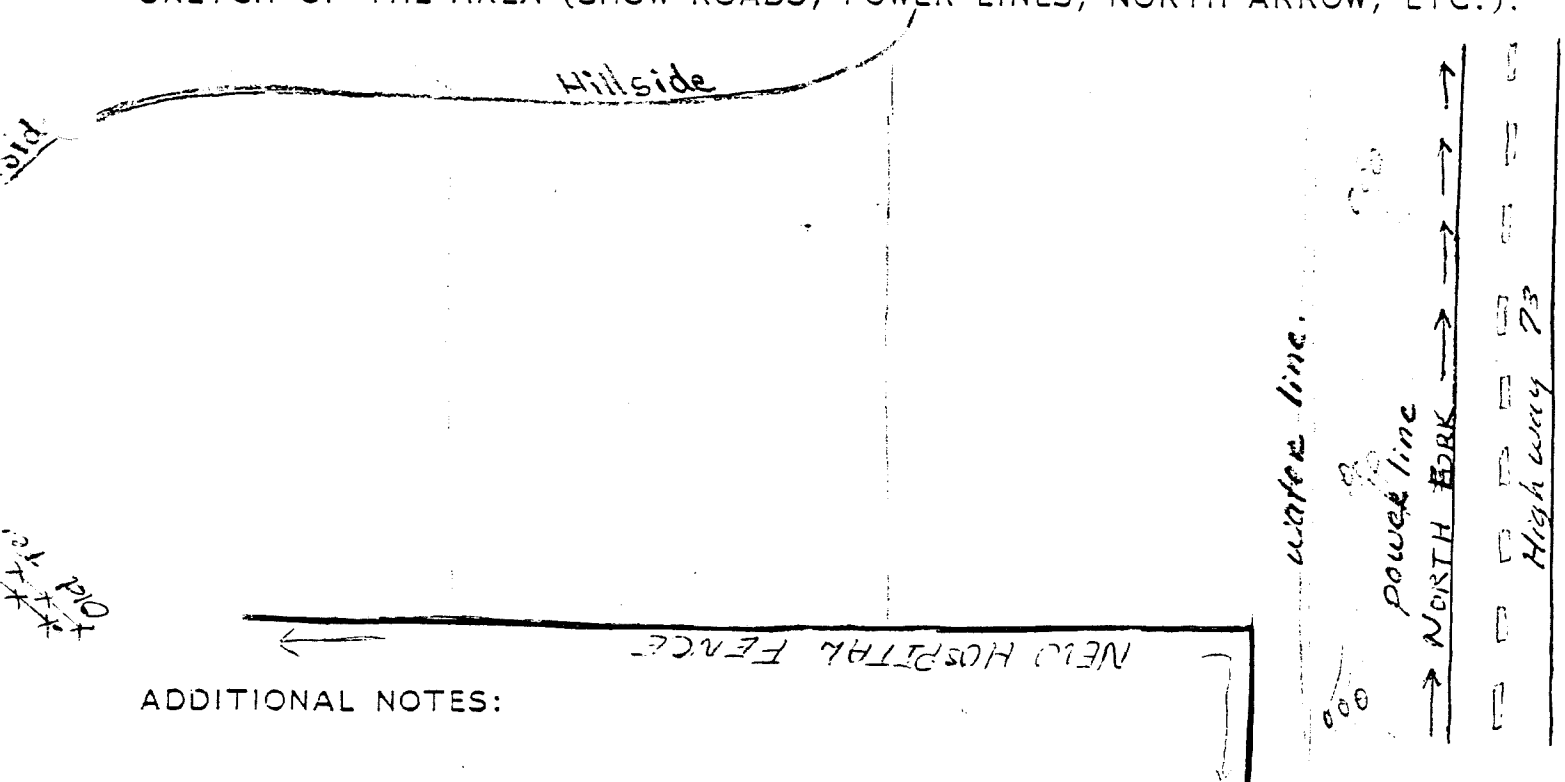
APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: BUSINESS SITE: _____ OTHER (SPECIFY): _____

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

COMMUNITY: _____ SIZE OF AREA: _____

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.

DISTANCE TO THE NEAREST WATER SOURCE: _____

DISTANCE TO THE NEAREST POWER SOURCE: _____

LAND ASSIGNMENT FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENTNAME: X *Cobelia B. Lundy* DATE: 1-2-86THE 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 description and 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 (2) 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 cancelled. If the Assignee does not respond within 30 calendar days after the date of notification or if the Assignee has unjust reason, the assignment shall be cancelled.
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 notice is served, the Assignee has 60 calendar days from the date of written notice to remove the property. After that time period, the property outside of the boundaries becomes 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 FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUED)

9. The Assignee shall not assign or transfer this assignment or any 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, executives, 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 Assignee that if the said Assignee or his successors 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 Land 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.

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUE)

The Assignee covenants and agrees to the aforementioned conditions of this 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.

x 1-2-86
DATE

x Ophelia B. Moody
SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: _____

CHAIRMAN, LAND BOARD

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

APPROVED:

DATE

TRIBAL CHAIRMAN
WHITE MOUNTAIN APACHE TRIBE

APPROVED:

DATE

SUPERINTENDENT
FORT APACHE INDIAN RESERVATION

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: Bourke, Clarinda DATE: Jan 4. 86
Last, First, Middle, Maiden

SOCIAL SECURITY NUMBER: -----

MAILING ADDRESS: P.O. Box # 586
Whiteriver Ariz. - 85941-

OCCUPATION: --- DATE OF BIRTH: 3-6-66

LOCATION OF EMPLOYMENT: ---

PHONE NUMBER (WORK): --- (RESIDENCE): Whiskey Flat

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 1 DOES THE APPLICANT OWN A HOME? ---

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

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

NAME OF SPOUSE: ---

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: ---

DOES THE SPOUSE OWN A HOME? --- IF SO, GIVE THE LOCATION & TYPE (HUD, FHA, ETC.): ---

R - _____

S: _____ T: _____ R: _____

LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: Bourke Clorinda DATE: JUN 7 86

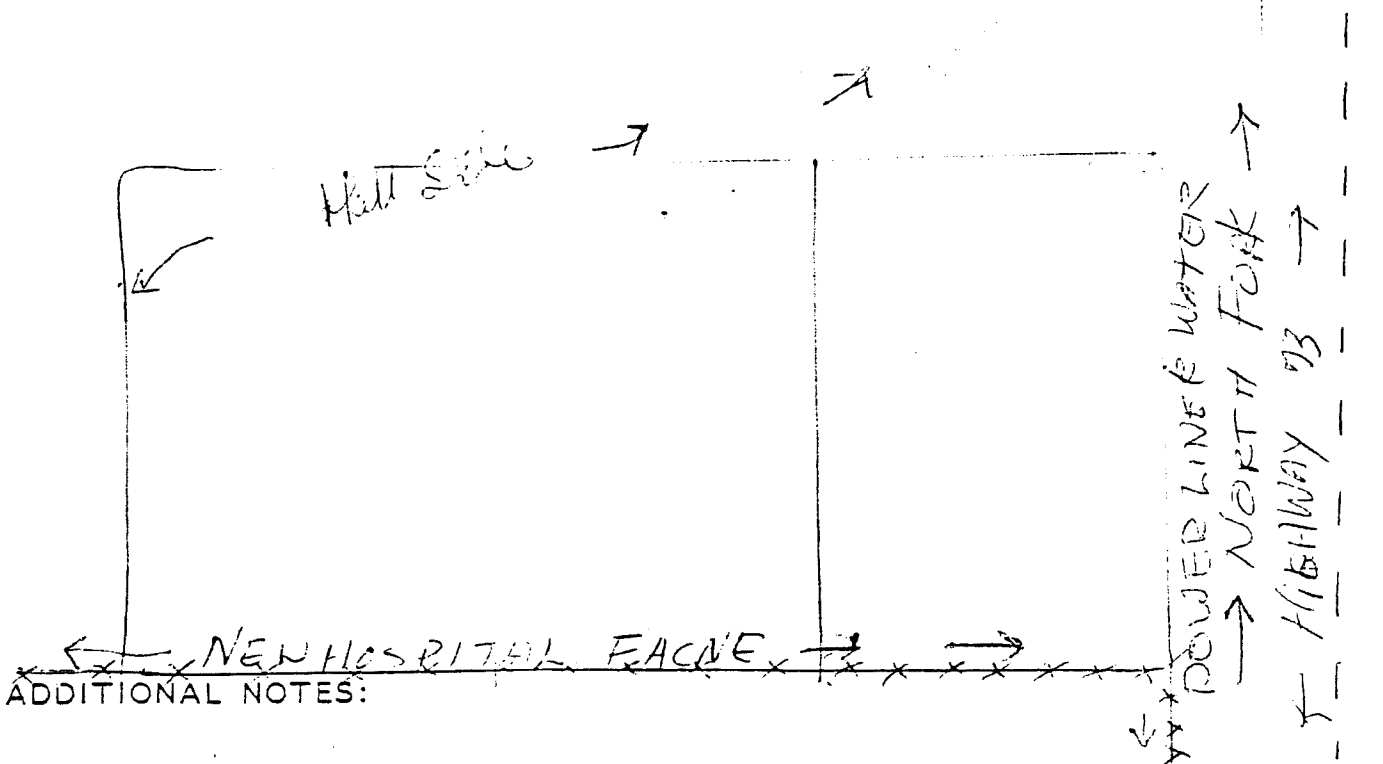
APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: BUSINESS SITE: _____ OTHER (SPECIFY): _____

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

COMMUNITY: _____ SIZE OF AREA: _____

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



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 FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENT

NAME: _____ DATE: _____

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 description and 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 (2) 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 cancelled. If the Assignee does not respond within 30 calendar days after the date of notification or if the Assignee has unjust reason, the assignment shall be cancelled.
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 notice is served, the Assignee has 60 calendar days from the date of written notice to remove the property. After that time period, the property outside of the boundaries becomes 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 FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUED)

9. The Assignee shall not assign or transfer this assignment or any 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, executives, 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 Assignee that if the said Assignee or his successors 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 Land 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.

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUE)

The Assignee covenants and agrees to the aforementioned conditions of this 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.

DATE

Boupke Clarinda
SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: _____

CHAIRMAN, LAND BOARD

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

APPROVED:

DATE

TRIBAL CHAIRMAN
WHITE MOUNTAIN APACHE TRIBE

APPROVED:

DATE

SUPERINTENDENT
FORT APACHE INDIAN RESERVATION

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: BOURKE, GLENN ALEE DATE: MARCH 21, 1985
Last, First, Middle, Maiden

SOCIAL SECURITY NUMBER: 526-82-7527

MAILING ADDRESS: P.O. Box # 586
WHITERIVER, AZ. 85941

OCCUPATION: DISABIL DATE OF BIRTH: FEB, 14, 1951

LOCATION OF EMPLOYMENT: Ø

PHONE NUMBER (WORK): Ø (RESIDENCE): WHISKY FLAT

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 1 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: _____

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: _____

DOES THE SPOUSE OWN A HOME? _____ IF SO, GIVE THE LOCATION & TYPE (HUD, FHA, ETC.): _____

R - - -

S: T: R:

LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: GLENNALEE BOURKE DATE: MARCH, 21, 1985

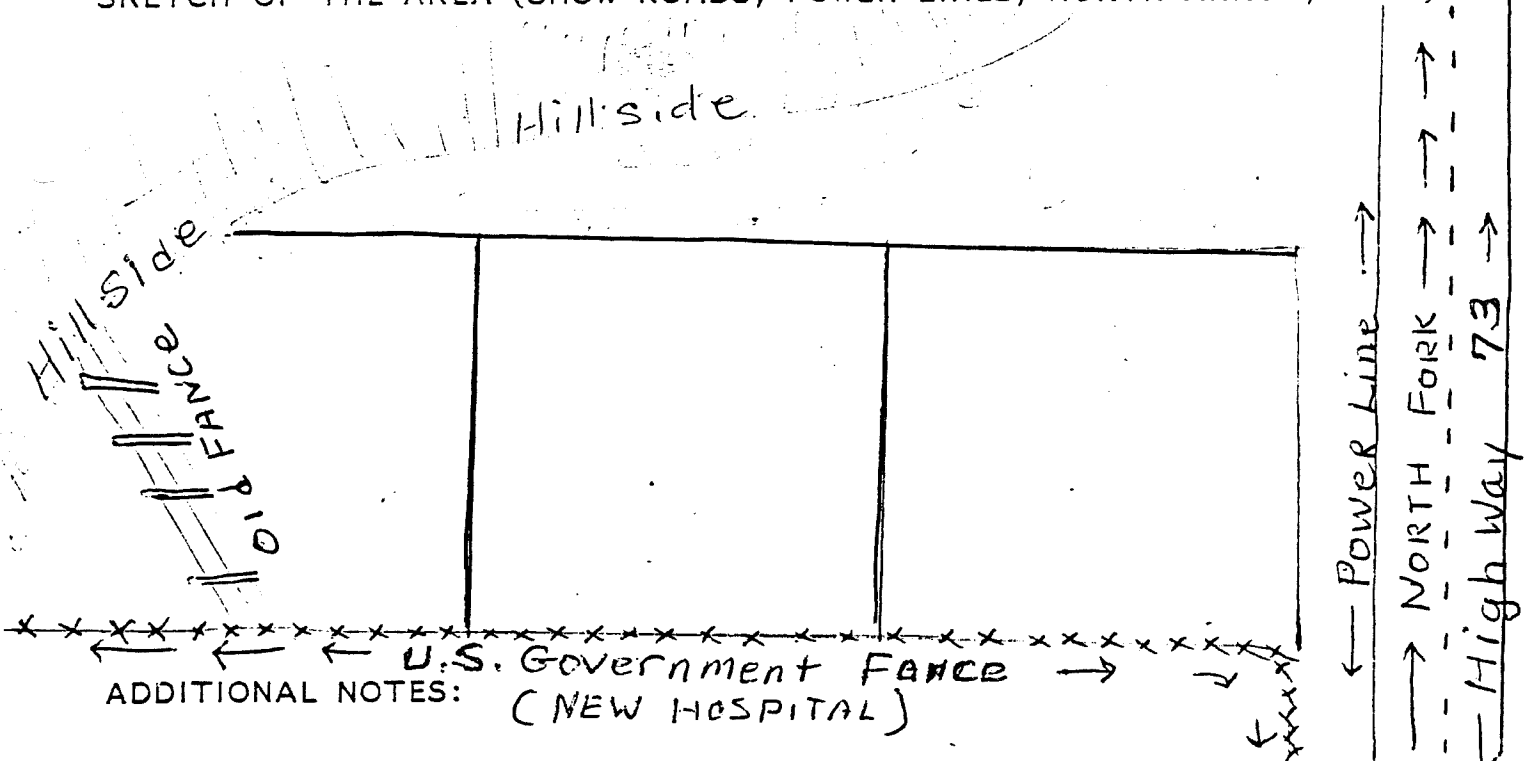
APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: [checked] BUSINESS SITE: OTHER (SPECIFY):

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

COMMUNITY: NORTH FORK SIZE OF AREA:

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



ADDITIONAL NOTES: (NEW HOSPITAL)

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 FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENTNAME: Sherry Lee Benke DATE: MARCH 21, 1985THE 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 description and 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 (2) 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 cancelled. If the Assignee does not respond within 30 calendar days after the date of notification or if the Assignee has unjust reason, the assignment shall be cancelled.
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 notice is served, the Assignee has 60 calendar days from the date of written notice to remove the property. After that time period, the property outside of the boundaries becomes 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 FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUED)

9. The Assignee shall not assign or transfer this assignment or any 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, executives, 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 Assignee that if the said Assignee or his successors 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 Land 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.

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT (CONTINUE)

The Assignee covenants and agrees to the aforementioned conditions of this 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.

MARCH 21, 1985
DATE

x Glenna Lee Bourke
SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: _____

CHAIRMAN, LAND BOARD

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

APPROVED:

DATE

TRIBAL CHAIRMAN
WHITE MOUNTAIN APACHE TRIBE

APPROVED:

DATE

SUPERINTENDENT
FORT APACHE INDIAN RESERVATION