

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


WHEREAS, Elmer Danford, Jr. and Bernita M. Danford, members of the White Mountain Apache Tribe, have requested Tribal Council approval for a land assignment so that they can move their recently purchased mobile home onto tribal land for residential purposes, and


WHEREAS, the Land Board advises the Tribal Council that there are no conflicting claims to this homesite, and

WHEREAS, the Tribal Council has reviewed the land assignment form attached hereto and incorporated by reference herein and concludes that there is no apparent reason why the homesite assignment requested should not be granted.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a homesite land assignment for Elmer Danford, Jr. and his wife, Bernita M. Danford, according to the land description contained in Land Assignment Form 401722 attached hereto and incorporated by reference.

The foregoing resolution was on March 12, 1986 duly adopted by a vote of 10 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

401722

JUN 24 1985

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: DANFORD, BERNITA MASSEY DATE: MAY 20, 1985
Last, First, Middle, Maiden

SOCIAL SECURITY NUMBER: 522-08-2768

MAILING ADDRESS: P.O. Box 282

WHITERIVER, AZ 85941

OCCUPATION: FORESTRY AIDE DATE OF BIRTH: 12-26-58

LOCATION OF EMPLOYMENT: FORESTRY (AIRPORT)

PHONE NUMBER (WORK): 338-4336 (RESIDENCE): 338-4756

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.): RENT

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

NONE

NAME OF SPOUSE: ELMER DANFORD JR.

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.): RENT

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LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: DANFORD, BERNITA (MASSEY) DATE: MAY 20, 1985

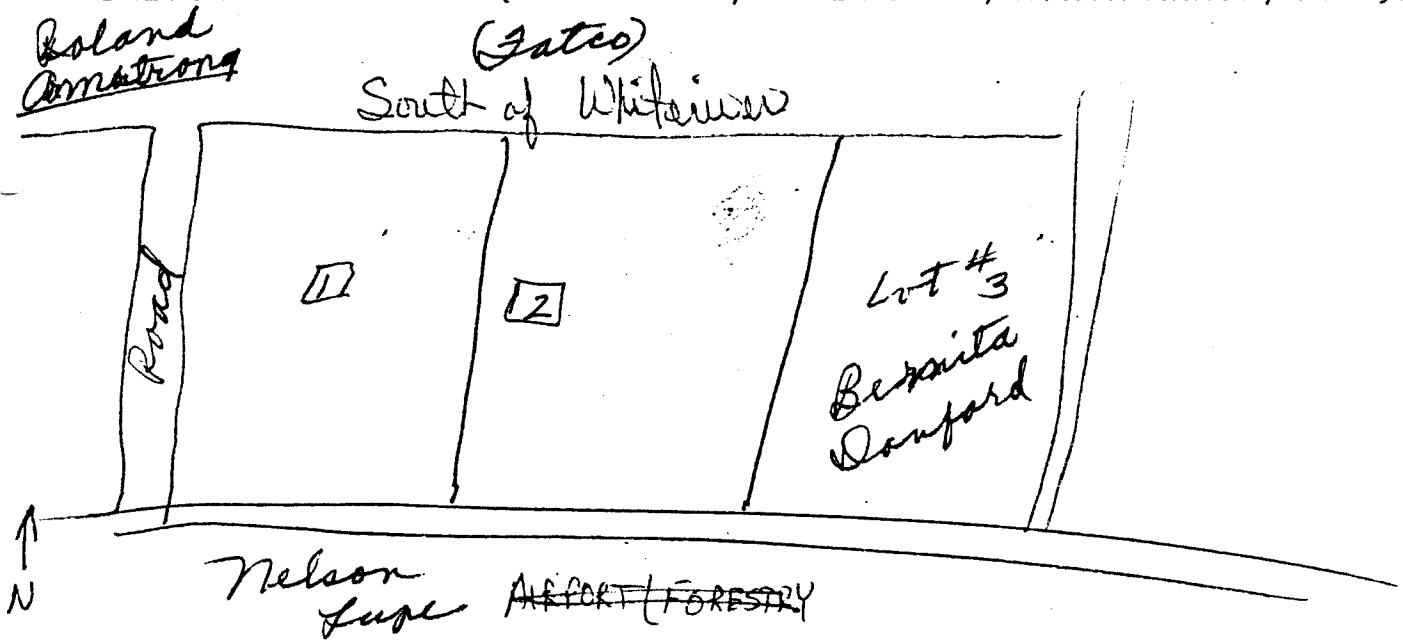
APPLICATION IS MADE FOR (CHECK ONE):

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

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

COMMUNITY: WHITERIVER SIZE OF AREA: 330 x 330' 244 x 264 Ft.

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



ADDITIONAL NOTES: 12/85 AREA ASSIGNED

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: DANFORD, BERNITA (MASSEY) DATE: MAY 20, 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.

June 24, 1985
DATE

Bonnie Ombel
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

