

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

**WHEREAS**, the Tribal Attorney advises the Tribal Council that tribal member, Bellas Beatty, presently residing in the Hondah Casino RV Park, has requested a homesite assignment near the RV Park, a copy of which application is attached hereto and incorporated by reference herein; and

**WHEREAS**, the Tribal Council is further advised that the Hondah Casino has prepared a site on the requested land assignment for placement of Ms. Beatty's mobile home; and

**WHEREAS**, the Council is advised that Ms. Beatty will not move or allow the removal of her mobile home to the new land assignment until such time as the Tribal Council approves the land assignment agreement and the Tribal Chairman signs off on same; and

**WHEREAS**, delays in approval of the land assignment and removal of Ms. Beatty's home to the requested land site will cause the Hondah Casino to delay opening of the RV Park and thereby cause great economic injury to the Tribe; and

**WHEREAS**, the Tribal Council concludes that the land assignment request from tribal member Bellas Beatty, should be approved forthwith so that removal of Ms. Beatty's home from the RV Park can take place expeditiously.

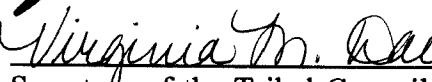
**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the land assignment requested by Ms. Bellas Beatty, dated June 6, 1995, a copy of which application is attached hereto and incorporated by reference herein.

**BE IT FURTHER RESOLVED** by the Tribal Council that it hereby directs the Tribal Chairman to approve and sign the land assignment form for Ms. Beatty.

The foregoing resolution was on August 03, 1995, 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 Article IV, Section 1 (a), (h), (i), (k), (q), (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

410/11/11

**WHITE MOUNTAIN APACHE TRIBE**  
**LAND ASSIGNMENT FORM**

**I. APPLICANT INFORMATION**

NAME: Betty Bellas DATE: 6-7-95  
LAST FIRST MIDDLE MAIDEN

SOCIAL SECURITY NUMBER: 527-90-1182

MAILING ADDRESS: Box 347  
McNary, Az 85930

OCCUPATION: NONE DATE OF BIRTH: 1-1-55

LOCATION OF EMPLOYMENT: Ø

PHONE NUMBER (WORK): Ø (RESIDENCE): \_\_\_\_\_

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: ONE DOES THE APPLICANT OWN A HOME? mobile home

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

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

NAME OF SPOUSE: Divorced Charlie Begay

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: Ø

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

# LAND ASSIGNMENT FORM

## II. ASSIGNMENT INFORMATION

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

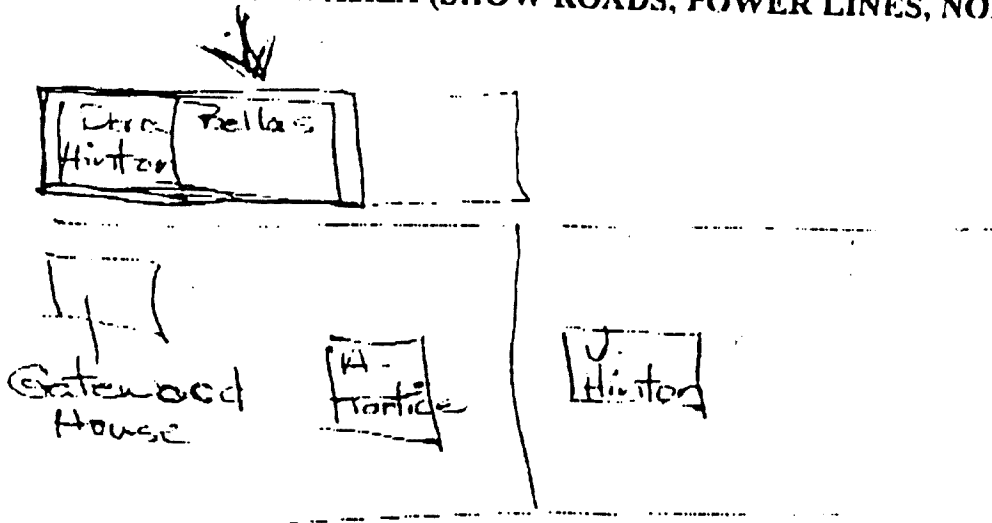
APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: \_\_\_\_\_ BUSINESS SITE: \_\_\_\_\_ OTHER (SPECIFY): \_\_\_\_\_

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

COMMUNITY: Hon Dah SIZE OF AREA: 1 acre

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: 50 ft. ~~\_\_\_\_\_~~

DISTANCE TO THE NEAREST POWER SOURCE: 11 11

## LAND ASSIGNMENT FORM

### III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT

NAME: Bellas Beatty DATE: 6-7-95

#### 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 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 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 CANCELED. IF THE ASSIGNEE DOES NOT RESPOND WITHIN 30 DAYS AFTER THE DATE OF NOTIFICATION OR IF THE ASSIGNEE HAS UNJUST REASON, THE ASSIGNMENT SHALL BE CANCELED.
- 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 THE NOTICE IS SERVED, THE ASSIGNEE HAS 60 DAYS FROM THE DATE OF WRITTEN NOTICE TO REMOVE THE PROPERTY. AFTER THAT TIME PERIOD, THE PROPERTY OUTSIDE OF THE BOUNDARIES BECOME 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.
- 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 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, EXECUTIVE 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 ASSIGNED THAT IF THE SAID ASSIGNED OR HIS SUCCESSOR 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 CONVENANTS AND AGREES TO AFOREMENTIONED CONDITIONS OF ITS 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 6, 1995  
DATE

Bellas Realty  
SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE: 6-26-95

[Signature]  
CHAIRMAN, LAND BOARD

[Signature]  
MEMBER

MEMBER

[Signature]  
MEMBER

APPROVED:

8-3-95  
DATE

[Signature]  
TRIBAL CHAIRMAN  
W.M.A.T.