

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

WHEREAS, the existing Fire Management building complex adjacent to the airport was built in 1972 from excess property; and

WHEREAS, the existing Fire Management building provides 2300 square feet of office space and can accommodate 25-35 persons depending on the time of year; this calculates to 66-92 square feet per person which is less than the 100-120 square feet per person as required by the General Services Administration; and

WHEREAS, about half of the facility is leased from the Tribe which has created unneeded complexities in maintenance, especially with heating, cooling and plumbing; and

WHEREAS, the Bureau of Indian Affairs, Fort Apache Agency, Branch of Forestry proposes the construction of a new facility across highway 73 just west of the existing facility as shown on the attached map; and

WHEREAS, the proposed construction site is approximately 35 acres in size and is specifically located on the SE 1/4 of the SE 1/4 of Section 14 and the N 1/2 of Section 23, Township 5 North, Range 22 East of the Gila and Salt River Meridian, Navajo County, Arizona; and

WHEREAS, the Land Board has reviewed the project proposal and has approved the allocation of the land; and

WHEREAS, the Tribal Plan and Project Review Committee reviewed and approved the proposed development on Tribal land, on the condition that the Agency first develop or obtain the following:

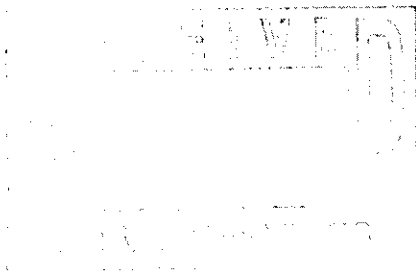
1. An outline of the events by which operations transfer from the present location to the new facility, including any plans for closure or demolition of the existing Fire Management building and to address any environmental clean-up needed at the old site;
2. A letter of clearance from the Tribal Livestock Association;
3. A letter of clearance from the Tribal Historic Preservation Office;
4. A detailed site plan;
5. An erosion mitigation plan;
6. A permit from the Arizona Department of Transportation.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that subject to the

Resolution No. 09-2003-213

terms and conditions above it hereby approves the allocation of 35 acres of land as specified above for the construction of the proposed BIA Fire Management Building complex.

The foregoing resolution was on September 9, 2003 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 Article IV, Section 1 (a), (c), (f), (i), (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).




Chairman of the Tribal Council


Secretary of the Tribal Council



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
FORT APACHE AGENCY
P.O. BOX 560
WHITERIVER, ARIZONA 85941



IN REPLY
REFER TO
Forestry
(520) 338-5300

6/27/03 (21)
FILE COPY
x to Ben
Ahu Jere McLeane

MAY 27 2003

Mr. Raymus Albert
Land Office
P.O. Box 700
Whiteriver, Arizona 85941

Dear Mr. Albert:

Enclosed is a request for Land Assignment for site development of a new Fire Management facility. The general location requested for the new site is between KNNB Radio Station and the old corrals (just to the south of the radio station). Please refer to the form for a more detailed drawing of the specific location requested.

The White Mountain Apache Tribal Council recently acknowledged the construction and the recommended site. The Fort Apache Agency is currently in the process of preparing an environmental document and all other related documents necessary to move this project forward.

If you have any questions and need assistance in presenting this request to the Land Board and Tribal Council, please contact Mr. George Leech at 338-5321.

Sincerely,

ACTING

Superintendent

Enclosures

NOTE: ...
EFFECTING - ENSET ... ASSIGNMENT
(CIPRECUE)

WHITE MOUNTAIN APACHE TRIBE
LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

FIRE MANAGEMENT
FORT APACHE AGENCY
NAME: BUREAU OF INDIAN AFFAIRS DATE: 5-14-03
LAST. FIRST. MIDDLE MAIDEN

SOCIAL SECURITY NUMBER: N/A

MAILING ADDRESS: P.O-BOX 560
WHITERIVER, AZ 85941

OCCUPATION: N/A DATE OF BIRTH: N/A

LOCATION OF EMPLOYMENT: N/A

PHONE NUMBER (WORK): 338-5231 (RESIDENCE): N/A

MARITAL STATUS (CIRCLE ONE): N/A SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: N/A DOES THE APPLICANT OWN A HOME? N/A

IF SO, GIVE LOCATION & TYPE (HUD, FHA, ETC.): N/A

LIST OTHER LANDS WHICH THE APPLICANT IS CLAIMING OR USING (THIS INCLUDES FARMLAND): AREA BY AIR PORT ON WHICH AGENCY FIRE MANAGEMENT FACILITIES ARE PRESENTLY LOCATED

NAME OF SPOUSE: N/A

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: N/A

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

38999

R- - -

S: - - T: - - R: - -

LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: FIRE MANAGEMENT BUREAU OF INDIAN AFFAIRS FORT APACHE AGENCY

DATE: 5-14-03

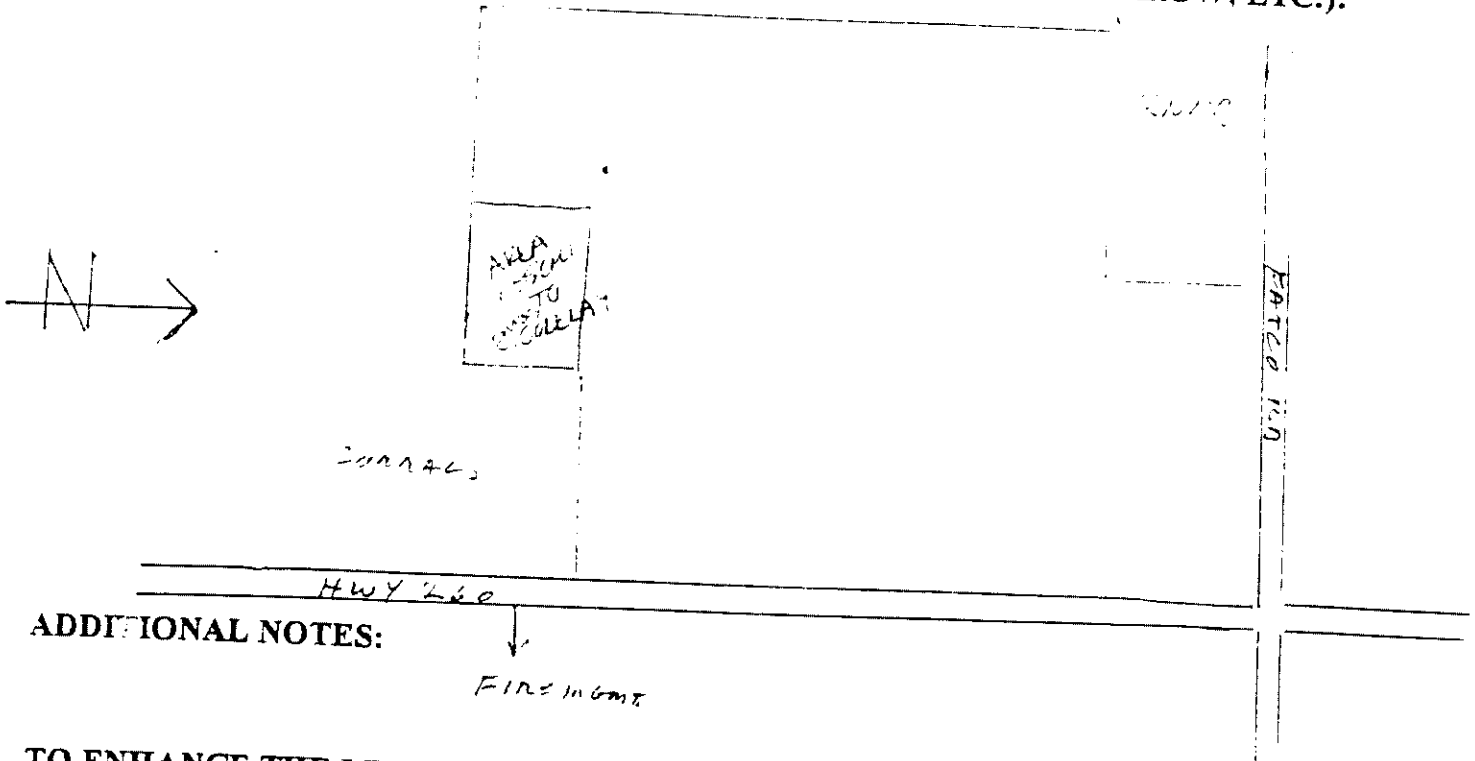
APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: BUSINESS SITE: OTHER (SPECIFY): FIRE MANAGEMENT AGENCY FACILITY

IF OTHER THAN HOMESITE, GIVE BUSINESS OR REASONS FOR REQUEST: NEED NEW LARGER FACILITIES

COMMUNITY: WHITE RIVER SIZE OF AREA: ~~200 X 200~~ OR EQUIVALENT ± 35 ACRES

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: APPROX. 200 FT.

DISTANCE TO THE NEAREST POWER SOURCE: ON SITE

LAND ASSIGNMENT FORM

III. 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 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.

- 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 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 RELOCATE 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 OF 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 JUND 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 IT ASSIGNMENT AND FURTHER AGREES TO ABIDE BY THE REGULATIONS AND ORDINANCE OF THE WHITE MOUNTAIN APACHE TRIBE AND THOSE PRESCRIBED BY THE SECRETAR TO THE INTERIOR RELATIVE TO THE ASSIGNS OF INDIAN TRIBALLY OWNED TRUS LANDS, WHICH BY REFERENCE ARE MADE PART OF THIS ASSIGNMENT AGREEMENT.

6-26-03

DATE

[Handwritten Signature] (acting)

SIGNATURE OF ASSIGNEE

APPROVED BY THE LAND BOARD:

DATE:

6-26-03

[Handwritten Signature]

CHAIRMAN, LAND BOARD

[Handwritten Signature]

[Handwritten Signature]

MEMBER

[Handwritten Signature]

[Handwritten Signature]

MEMBER

[Handwritten Signature]

MEMBER

APPROVED:

DATE

TRIBAL CHAIRMAN
W.M.A.T.

Phone 4371

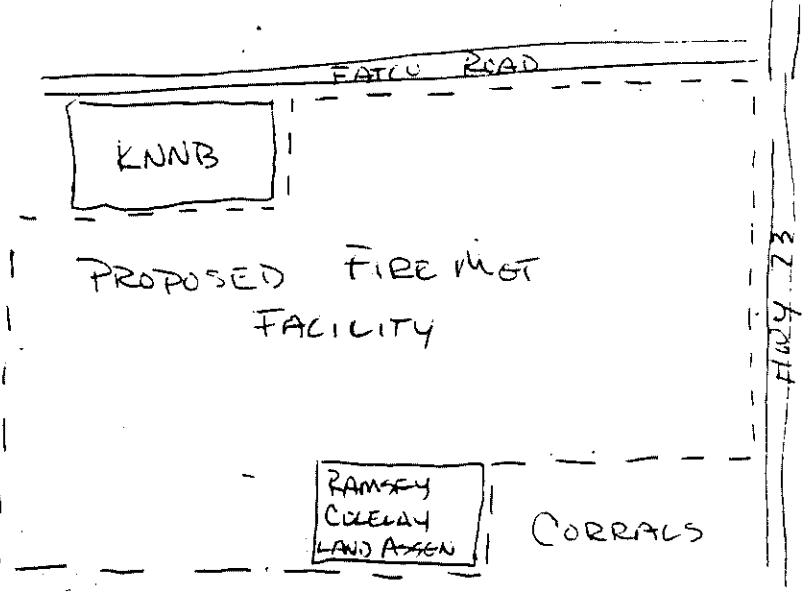
**WHITE MOUNTAIN APACHE TRIBE
LAND ASSIGNMENT RELINQUISHMENT FORM**

RELINQUISHED BY:

NAME: Ramsey Colelay DATE: 7/7/03

MAILING ADDRESS: 2809 (PO Box)
Whiteriver AZ 1716 S Palomino Ave NO _____

SCETCH OF THE AREA AND NOTES: LOCATION: _____



I HEREBY, DO REMISE, RELEASE, AND CONVEY ALL INTERESTS AND CLAIMS IN THE ABOVE DESCRIBED AREA TO: BIA

RELINQUISHED BY: [Signature] DATE: 7-7-03

[Signature]
signature

witness [Signature]

7/7/03
Date

witness _____

7/7/03
Date

APPROVED BY THE LAND BOARD:

DATE: _____

CHAIRMAN, LAND BOARD

member _____

member _____

member _____

member _____

APPROVAL FOR THE WHITE MOUNTAIN APACHE TRIBAL COUNCIL:

DATE: _____

Chairman, W.M.A.T.

