



WHITE MOUNTAIN APACHE TRIBE

*A Sovereign Nation Exercising Self-Governance
Over the Fort Apache Indian Reservation*

Resolution No. 03-2013-65

(Approval of Land Assignment for Christina March)

WHEREAS, the Tribal Council of the White Mountain Apache Tribe ("Tribe") is entrusted by the Tribe's Constitution to act in all matters that concern the welfare of the Tribe, to manage all economic affairs and enterprises of the Tribe, and to regulate subordinate organizations for economic and other purposes; and

WHEREAS, Nathaniel Harvey, Land Board Member, has come before the Tribal Council requesting approval of Christina March's land assignment application; and

WHEREAS, the Tribal Council concurs with the recommendation of the Land Board and finds it in the best interest of the Tribe to approve the land assignment application for Christina March.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the land assignment application for Christina March.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances or Federal Laws, this Resolution shall be declared null and void and have no legal effect.

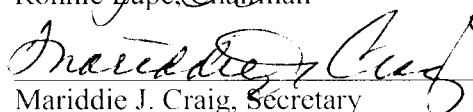
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Acting Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution. In the event that the Chairman fails to delegate signatory authority to an Acting Chairman, the Vice-Chairman may sign.

The foregoing resolution was on **MARCH 20, 2013** duly adopted by a vote of **SEVEN** for, **ZERO** against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (h), (i), (s), (t) and (u) of the Tribal Constitution, 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).



Ronnie Lupe, Chairman

12/2/12
Date



Mariddie J. Craig, Secretary

12/12/2013
Date

White Mountain Apache Tribe
Land Assignment Form

1) Applicant Information

Name: Christina March Date: 6-17-09

Are you White Mountain Apache Tribal member? Yes No
If yes bring Tribal I.D. or Affidavit.

Date of Birth 12/15/67 Social Security # 527-61-8764

Mailing Address:

P.O. Box #81799 Cibola AZ 85901
City State Zip code

Occupation: 0 Location of Occupation 0

Phone Number: (work) (928) 594-4767 residence: (928) 207-5347

Marital Status: Single Married Divorce Other

Number of Dependents: 1 Do You own a home? No

If so give location and type (HUD, FHA, ECT) _____

list other lands in which you are claiming or using (this includes farmland) Rodeo Ground approx 100 yds west of Rodeo Ground - Cornfield

Name of Spouse: Robin March Does the Spouse own a home? No

If so give location and type (HUD, FHA, ECT) _____

___S:___ T:___ R:___

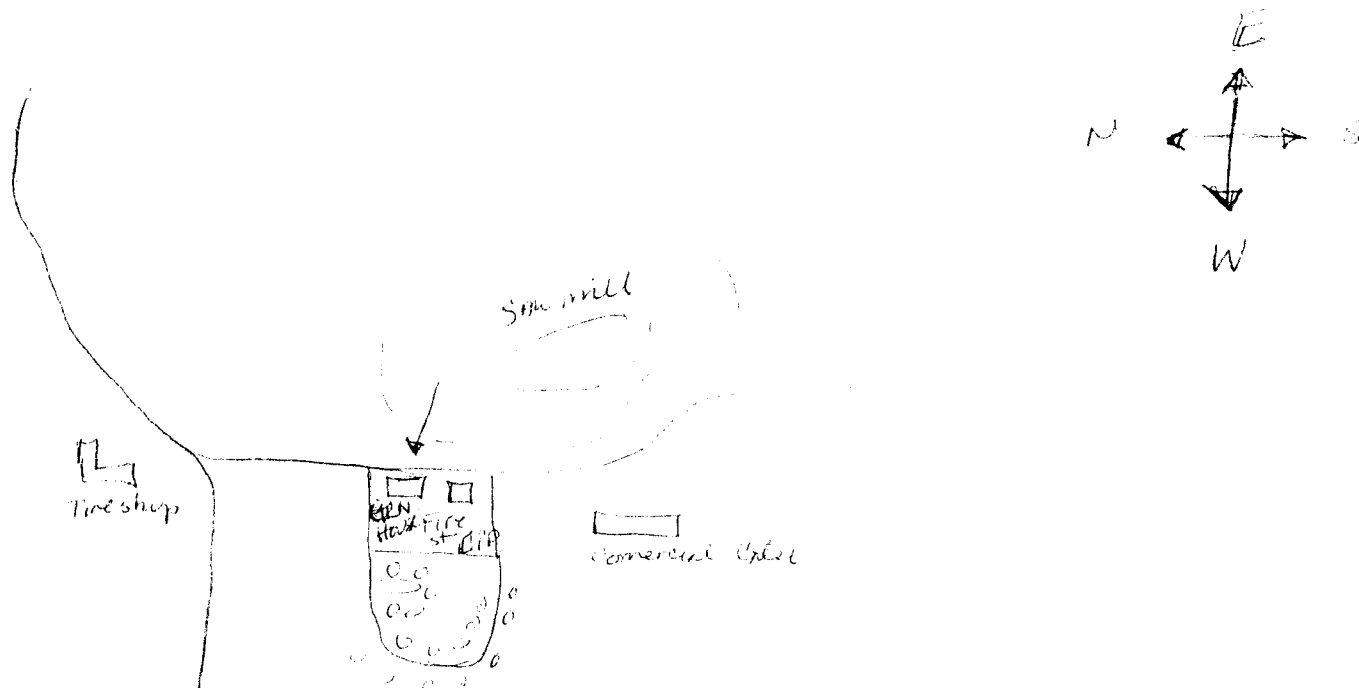
2) Land Assignment Information:

Name: _____ Date: _____

Application is made for: Home site ___ Business ___ Other ___
If other, please specify: _____

Community of request: Cibola Size of area: _____

Sketch of the area (show roads, power lines, north arrow ect.)



Additional notes:

To enhance the living condition 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: _____

Agreement and Conditions of Assignment

Name: Christina March Date: 10/17/09

- 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 the home site except as follows;
 - a, If the assignment are in one compact body.
 - B, If the assignment is for the construction of a new home site.
- 3, A, Construction of a residence must begin within one year of the granted of the assignment.
 - B, Construction must be completed and occupied within two years of the granted of the assignment.
 - C, If, the assignee does not comply with either of the above, the assignee should not be cancelled. 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 assignment. If the assignee builds or fence outside of the exterior boundaries, the White Mountain Apache Tribe through a designated representative shall be given a written notice to the assignee. Once the notice is served, the assignee has 60 days from the date of the 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, Building 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 assignee, 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 or relinquished.
- 8, live trees shall be removed only as necessary.

3) Agreement and Conditions of Assignee (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 purpose 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 and 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 here to.
17. The title to all Tribal real property is held in the name of the United States except with the express written consent of the council.

It is understood and agreed by the assigned that is the said assigned or is 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 fails 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.

4) Agreement and Conditions of Assignment (continue)

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The assignee consents 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 reference are made part of this assignment agreement.

10/17/09
Date

Christina March
Signature of Assignee

Approved by the Land Board:

DATE: _____

[Signature]
Member

Chairman, Land Board

Member

Member

Member

Approved Date:

[Signature]
Tribal Chairman W.M.A.T

FORM R-101H

Census # SSN #
527-61-8764

Name Last
March

First Middle / Maiden
Christina (Gregg)

Mailing Address
P.O. Box 81299
City State Zip
Cibecue, Arizona 85911

Sex Wt Ht D.O.B
F 197 5'4" 12/15/67

Clan
IV-B Iyaa'aiye

Dist No.
I Cibecue

Polling Place



WHITE MOUNTAIN APACHE TRIBE
LAND ASSIGNMENT RELINQUISHMENT FORM

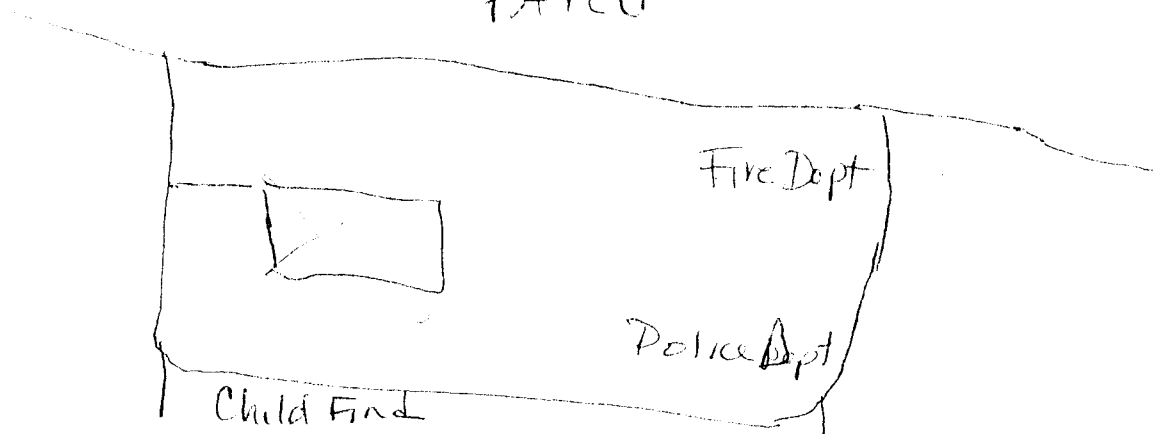
RELINQUISHMENT BY:

NAME: Minda Nacha DATE: June 17th 2009

MAILING ADDRESS: P.O. Box 80322

SKETCH OF THE AREA AND NOTES: Cibola AZ 85911 LOCATION: 301 N. Cooley Rd

FATCO Cibola, AZ



I HEREBY, DO REMISE, RELEASE AND CONVEY ALL INTERESTS AND CLAIMS IN THE ABOVE DESCRIBED AREA TO: Robin + Christina March

RELINQUISHED BY: Minda Nacha DATE: 6/17/09

[Signature]
WITNESS

6/17/09
DATE

WITNESS

DATE

APPROVED BY THE LAND BOARD:

6-24-09
DATE

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
CHAIRMAN, LAND BOARD

[Signature]
MEMBER

MEMBER

APPROVAL FOR THE WHITE MOUNTAIN APACHE TRIBAL COUNCIL

6-24-09
DATE

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