

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

WHEREAS, Bernardo Quintero, tribal member, has come before the council with an emergency request for a land assignment for a mobile home which he has purchased, and

WHEREAS, he explains to the council that delivery of his mobile home is imminent and that there is no time to formerly appear before the Land Board prior to the delivery of his home, and


WHEREAS, the Tribal Council is satisfied that there is no conflict for the land assignment that Mr. Quintero is requesting and that due to the early delivery of his mobile home, he must receive Tribal Council approval as an emergency matter prior to former approval by the Land Board.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the land assignment request made by Bernardo Quintero for a land assignment as attached hereto and incorporated by reference.

The foregoing resolution was on August 07, 1985 duly adopted by a vote of 9 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

RECEIVED
AUG 14 1985

FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ

401855

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: Quintero Bernardo DATE: 8/6/85

Last, First, Middle, Maiden

SOCIAL SECURITY NUMBER: -----

MAILING ADDRESS: P.O. Box 1396 White River

AZ 85841

OCCUPATION: millwright/welder-helper DATE OF BIRTH: 12/18/59

LOCATION OF EMPLOYMENT: F.A.T. Co Road White River

PHONE NUMBER (WORK): 338-4731 (RESIDENCE): -----

MARITAL STATUS (CIRCLE ONE): (SINGLE) MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 0 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: Bernardo Quintero DATE: 8/6/95

APPLICATION IS MADE FOR (CHECK ONE):

HOMESITE: BUSINESS SITE: OTHER (SPECIFY):

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

COMMUNITY: Newland Creek SIZE OF AREA: 200' x 200'

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

Carol Ethelbuh	X	Roberta Larteles	Richard Zuhogotah	Valena Roosevelt	Robert Lacapa	Berdina Smith
Beccelia Ethelbuh	George Paizote	LORAIL Ethelbuh	Tom L. Amos	Elson Ethelbuh	Zane Quay	Shale Quay

Handwritten note: 1/1/1995 - see this area again?

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: 200 ft

DISTANCE TO THE NEAREST POWER SOURCE: 200 ft

LAND ASSIGNMENT FORMIII. AGREEMENTS AND CONDITIONS OF ASSIGNMENTNAME: Bernard QuiñeroDATE: 8/6/85THE 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.

9/6/95
DATE

Deanna J. Smith
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