

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

WHEREAS, Mrs. Valentino Albert, a tribal member, has come before the Tribal Council and requested Tribal Council approval for a land assignment for a parcel of land presently part of the North Fork Livestock Rangeland, a sketch of which is attached hereto and incorporated by reference, and

WHEREAS, Mrs. Albert explains to the Tribal Council with supporting documents, that the North Fork Livestock Association has granted permission to the Land Board to assign to her and her husband, the parcel of land described in the sketch attached hereto, and

WHEREAS, the Tribal Council is satisfied that there are no conflicting claims to the land assignment requested by the Alberts.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the Land Assignment to Mr. and Mrs. Valentino Albert of the parcel of land described on the sketch attached hereto.

The foregoing resolution was on January 09, 1986 duly adopted by a vote of 8 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

GENERAL LIVESTOCK OFFICE  
Whiteriver, Arizona  
Date: August 5, 1985

We, the undersigned Board of Directors of the North Fork  
Livestock Association, do hereby grant permission to the Land Board,  
to assign to Valentino Albert, the parcel of land described  
on the sketch attached. This land is now a part of the North Fork  
Livestock Ranges.

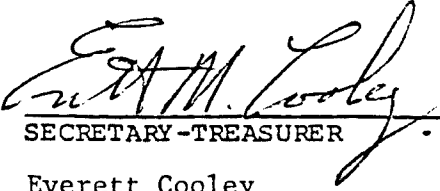
This action is subject to approval by the Tribal Council of the White  
Mountain Apache Tribe, and also subject to review and reassignment  
from time to time, as provided by Tribal Ordinance.

  
\_\_\_\_\_  
PRESIDENT

Varnell Gatewood, Sr.

  
\_\_\_\_\_  
VICE-PRESIDENT

Paul S. Ethelbah

  
\_\_\_\_\_  
SECRETARY-TREASURER

Everett Cooley

CC: Land Board  
Stockman-Manager  
Applicant  
File

January 7, 1986

TO WHOM IT MAY CONCERN:

Our case was settled regarding our housing site when I last met with the Land Board, so any action initiated now by the Albert's (Jonas and Thalene) should be dealt with without my consent.

*Lavon Armstrong*  
Lavon Armstrong

I am also in agreement with the statement above given by my sister, Lavon, and should no longer be involved. Also, I am assuming that the case is closed and settled since I also was in attendance at the land Board meeting.

*Elaine Ethelbah*  
Elaine Ethelbah

WHITE MOUNTAIN APACHE TRIBE

LAND ASSIGNMENT FORM

I. APPLICANT INFORMATION

NAME: ALBERT, VALENTINO JONIAS DATE: APRIL 3, 1985  
Last, First, Middle, Maiden

SOCIAL SECURITY NUMBER: 527-26-9624

MAILING ADDRESS: P.O. Box # 1091  
WHITERIVER, AZ. 85941

OCCUPATION: D.E. ROCK CRUSHER DATE OF BIRTH: 2-14-50

LOCATION OF EMPLOYMENT: CANYON DAY

PHONE NUMBER (WORK): 338-2312 (RESIDENCE): \_\_\_\_\_

MARITAL STATUS (CIRCLE ONE): SINGLE MARRIED DIVORCED OTHER

NUMBER OF DEPENDENTS: 3 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: AVALINA T. ALBERT

LIST LANDS WHICH THE SPOUSE IS CLAIMING OR USING: DRY FARM  
LAND ACROSS RIVER FROM BAPTISH CHURCH.

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

401951

R - - -

S: T: R:

LAND ASSIGNMENT FORM

II. ASSIGNMENT INFORMATION

NAME: VALENTINO J. ALBERT DATE: APRIL 3, 1985

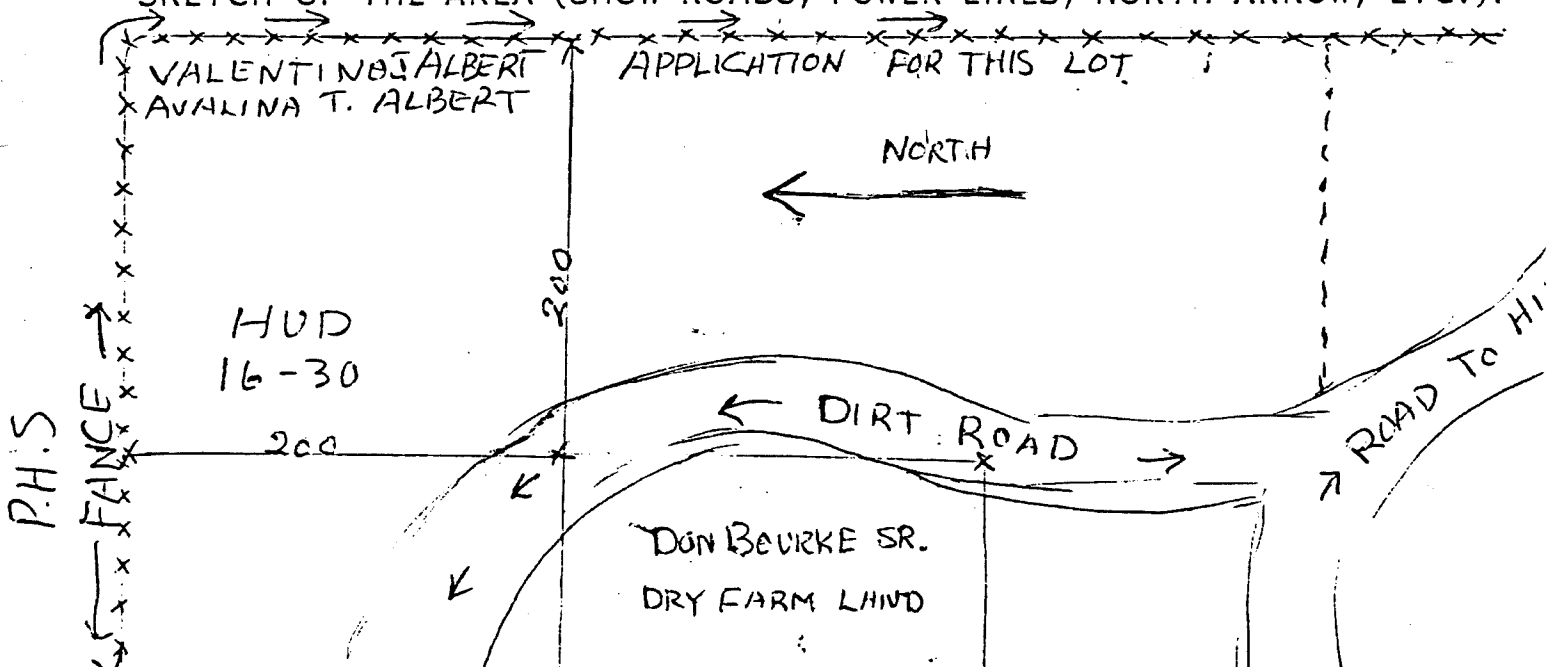
APPLICATION IS MADE FOR (CHECK ONE):

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

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

COMMUNITY: NORTH FORK SIZE OF AREA:

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:

DISTANCE TO THE NEAREST POWER SOURCE:

LAND ASSIGNMENT FORM

III. AGREEMENTS AND CONDITIONS OF ASSIGNMENT

NAME: Valentino J. Albert DATE: April 3, 1985

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 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 FORM

III. 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.

April 3, 1985  
DATE

Valentin J. Albert  
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



PUBLIC  
HEALTH  
SERVICE

5470

5495

5460

5450

PHYSICIAN

LIVE STOCK MARKET

Live Stock & Poultry  
Market

5430

