

TABLED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

DATE: MAR 06 2025

RESOLUTION NO. 417 (2025)

A resolution to authorize the formal transfer of the Painttown Gym from the Tribe to the Painttown Community Club.

WHEREAS, the question of who owns the “Painttown Gym” and the possessory interest on which it is located has been the subject of much discussion by members of the Painttown Community Club, the heirs of Charles I. Hornbuckle, Tribal Council, and in the Executive Offices; and

WHEREAS, the Office of the Attorney General and the Tribal Realty Office have researched the historical documents related to ownership of the Painttown Gym and the parcel on which it is located and it appears from those documents that the Tribe and the BIA had intended to transfer the parcel, and the improvements thereon, to the Painttown Community Club years ago, but a transfer document completing the transaction has not been found in the Tribe’s Realty files; and

WHEREAS, the documents on file in the Tribal Realty Office indicate that the Painttown Gym is located on Painttown Community Parcel No. 296, containing 1.10 acres more or less, adjacent to U.S. Highway 19, and has served the community as an athletic center for many years. The street address of the gym is 10 Old Gap Road, Cherokee, North Carolina; and

WHEREAS, Painttown Community Parcel No. 296 was originally identified as Tract No. 2 and was one of multiple tracts purchased by Charles I. Hornbuckle from other Tribal members in the early 1950s; and

WHEREAS, in the 1950s, Mr. Hornbuckle’s purchase was found to be prohibited by federal law because Mr. Hornbuckle was a federal employee at the Cherokee Agency of the BIA. The resolution to this violation was for Mr. Hornbuckle to undo the transactions and divest himself of the parcels; and

WHEREAS, with Mr. Hornbuckle’s consent and agreement, the Tribal Business Committee held a meeting on February 13, 1953, to decide who owned Tract No. 2. The Committee decided that Tract No. 2 (now identified as PT Parcel No. 296) would be set aside for the construction of a church pending Tribal Council approval. The minutes of the Committee meeting from that date state the following: “In the event that [Tribal Council] approval is not given [for the church] this tract shall be set aside for use by the Painttown Community Club for recreational purposes”; and

1 **WHEREAS**, a meeting was held on July 28, 1972, between BIA Realty staff and the heirs of
2 Charles I. Hornbuckle, discussing highway frontage of the various tracts (including
3 Tract 2) once owned by Charles I. Hornbuckle; and
4

5 **WHEREAS**, a letter written by the BIA on July 28, 1972, recounting the meeting, states in part:
6 “After making several different measurements the group comprised of Russell
7 Smith, Winona Digh, Gerard Parker and Mrs. [Rubye] Hornbuckle agreed as
8 follows: ... Tract 2, belonging to Painttown Community Club, shall have a highway
9 frontage of 197.21 feet”; and
10

11 **WHEREAS**, the Tribe possesses a U.S. Department of the Interior survey map, dated September
12 21, 1972, which identifies Painttown Community Parcel No. 296 as being owned
13 by the Painttown Community Club; and
14

15 **WHEREAS**, on January 23, 2001, the Tribal Business Committee and the Bureau of Indian
16 Affairs Cherokee Agency approved Revocable Permit No. 218-01/02 for the
17 Painttown Gym between the Painttown Community Club and Denton Valley
18 Auction and Wholesale for a term of one year, and this permit was signed for on
19 behalf of the Community Club by its officers: Chairman Edwin Saunooke, Vice-
20 Chairman Lois Dunston, Secretary Mary Ann Jacobs, and Treasurer Darlene
21 Whitetree; and
22

23 **WHEREAS**, this revocable permit recognized that Painttown Community Club had control and
24 ownership of the parcel and this is further evidenced by the parties agreeing to
25 cancel the revocable permit, the cancellation being also signed for by the officers
26 of the Painttown Community Club and approved by the Tribal Business Committee
27 and the Bureau of Indian Affairs Cherokee Agency on August 14, 2001; and
28

29 **WHEREAS**, given this history, the Painttown Community Club hereby requests Tribal Council
30 to authorize the drafting and execution of a suitable transfer document expressing
31 the transfer from the Tribe to the Painttown Community Club of Painttown
32 Community Parcel No. 296, containing 1.10 acres more or less, including
33 improvements thereon (including the Painttown Gym having a street address of 10
34 Old Gap Road).
35

36 **NOW, THEREFORE, BE IT RESOLVED**, by the Tribal Council of the Eastern Band of
37 Cherokee Indians, in council assembled at which a quorum is present, that the
38 Tribal Realty Office shall write, for approval and execution by the Tribal Business
39 Committee, a transfer document expressing the transfer of Painttown Community
40 Parcel No. 296, containing 1.10 acres more or less, including improvements thereon
41 (including the Painttown Gym having a street address of 10 Old Gap Road), from
42 the Tribe to the Painttown Community Club.
43

44 **BE IT FURTHER RESOLVED** that the Tribal Business Committee and the Tribal Realty
45 Services are hereby authorized to carry out the intent of this resolution.
46

1 **BE IT FURTHER RESOLVED** that if any provision of this resolution conflicts with any
2 provision of any prior resolution, the conflicting provision of the prior resolution
3 shall be and is rescinded.
4

5 **BE IT FINALLY RESOLVED** that this resolution shall become effective upon ratification as by
6 the Principal Chief.
7

8
9

10 *Submitted by the Janet Arch, Painttown Community Club*

MP
Real Prop. Mgmt
P-218-01/02
dw

September 14, 2001

Mr. Clyde Bebber
Mr. Gary Widner
24324 Drake Road
Abington, VA 24211

Dear Mr. Bebber and Mr. Widner:

We are enclosing a finalized copy of Mutual Agreement to Cancel Revokable Permit No. P-218-01/02 between Painttown Community Club, Permitter and Gary Bebber and Clyde Widner d/b/a/ Denton Valley Auction and Wholesale Permittee, which was approved by the Tribal Business Committee on August 14, 2001.

If you have any questions, please feel free to contact the Cherokee Agency Realty Office at 828-497-9131, Ext. 238.

Sincerely,



Dennis E. Chuculate,
Superintendent

Enclosure

Cc: Office of Principal Chief
Tribal Finance Office
Painttown Community Club Chairman

DEC:AJB/dw/09/14/01

PERMIT INFORMATION

PERMITTOR:

NAME Prairieville Community Club
ADDRESS P.O. Box 2037
Cherokee NC 28719
TELEPHONE 497-0023

PERMITTEE:

Denton Valley Auction + Wholesale
NAME Clayton Clyde Widner + Gary Babber
ADDRESS 24324 Meake Rd.
Abington, VA 24211
TELEPHONE 540-676-0145 fax- 676-0096

INSURANCE:

COMPANY Staubert
TELEPHONE 586-79026
EXPIRES 2/2/02

TERMS:

\$100 per week - Auction Friday night
1 mo. in advance

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (828) 586-8926 FAX (828) 586-8929
Stanberry Insurance Agency Inc
 P.O. Box 577
 715 E. Main Street
 Sylva, NC 28779

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Denton Valley Wholesale & Auction
 24324 Drake Road
 Abingdon, VA 24211

INSURER A: TAPCO Underwriters, Inc.
 INSURER B:
 INSURER C:
 INSURER D: **CHEROKEE INDIAN AGENCY**
 INSURER E: **CHEROKEE, NC 28719**

02-02-01

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BINDER	02/02/2001	02/02/2002	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE (Any one fire)	\$ 50,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 1,000,000
				PRODUCTS - COM/PROP AGG	\$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HORED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident)	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN EA ACC	\$
				AUTO ONLY. AGG	\$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
				E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOYEES	\$
				E.L. DISEASE - POLICY LIMIT	\$
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED/INSURER LETTER

CANCELLATION

Eastern Band of Cherokee Indians
 Darlene Whitetree
 c/o The Realty Office
 Cherokee, NC 28719

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kevin Stanberry/KEVIN

Kevin E. Stanberry



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Cherokee Agency
Cherokee, North Carolina 28719

IN REPLY REFER TO:

CHEROKEE AGENCY FAX NUMBER 828-497-6715
CONFIRMATION NUMBER 828-497-9131 EXT. 238

FAX COVER SHEET

Date: 1/17/01

Total No. of Pages: 6 Including Cover Sheet

Fax Number: 540-676-0096

To: Gary Barber

From: DARLENE WHITETREE ext. 238

Comments: *Traders License Application
Bring with \$500 Money order payable to
Bureau of Indian Affairs.
Call if you have any questions*



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Cherokee Agency
Cherokee, North Carolina 28719

IN REPLY REFER TO:

CHEROKEE AGENCY FAX NUMBER 828-497-6715
CONFIRMATION NUMBER 828-497-9131 EXT. 238

FAX COVER SHEET

Date: 1/19/01

Total No. of Pages: 5 Including Cover Sheet

Fax Number: 540-676-0096

To: Gray Barber & Clyde Widree

From: DARLENE WHITETREE ext. 238

Comments:

*Permit for Painton Community Club.
Thought you might like to look this over
before you come to sign.*

Real Prop. Mgmt
46102
llw

February 23, 2001

Mr. Clyde Widner
Mr. Gary Bebbler
24324 Drake Road
Abington, VA 24211

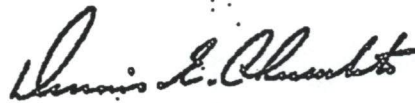
Gentlemen:

We are enclosing a finalized copy of Revocable Permit No. P-219-01/02 between Painttown Community Club, Permittor and Gary Bebbler and Clyde Widner d/b/a/ Denton Valley Auction and Wholesale, which expires on January 31, 2002.

We have received the insurance documents which were effective 02/02/01 and expires 02/02/02. These are on file at the Cherokee Agency Realty Office.

If you have any questions, please feel free to contact the Cherokee Agency Realty Office at 828-497-9131, Ext. 238.

Sincerely,



Dennis E. Chuculate,
Superintendent

Enclosure

Cc: Office of Principal Chief
Tribal Finance Office
Painttown Community Club

DEC:AJB:dw/02/23/02

DATA SHEET
FOR LEASES, SUBLEASES, S&A'S,
CANCELLATIONS AND PERMITS

RECEIVED

JAN 16 PM 4:30
CHEROKEE REALTY

Realty
APP
01-17-01

DATE 1/16/01

NAME Fauntleroy Community Club
LESSOR/SUBLESSOR/PERMITTOR

SPOUSE (if they are to appear on paperwork) _____

ADDRESS P.O. Box 2037
Cherokee NC 28719

TELEPHONE NUMBER 497-0023

COMMUNITY Fauntleroy PARCEL NO. 296

I HEREBY MAKE APPLICATION FOR A LEASE, SUBLEASE, S&A,
CANCELLATION OR PERMIT WITH:

LESSEE/SUBLEESSEE/PERMITTEE Anton Valley Auction & Wholesale

ADDRESS OF LESSEE/SUBLEESSEE/PERMITTEE Clyde Widner &
Gary Barber, 24324 Meade Rd, Abington, VA 24211

LESSEE/SUBLEESSEE/PERMITTEE TELEPHONE NUMBER: 540-676-0145 phone
0096 fax

TERM: 1 year friday only BEG. DATE: 2/01/01 EXP. DATE 2/01/02

RENTAL: \$ 100.00 per wk - 1 mo. in advance

PURPOSE: Auction

IMPROVEMENTS: _____

APPROX. AMT. INTENDED FOR IMPROVEMENTS: _____

OTHER INFORMATION: USE OF BUILDING
AND PARKING ONLY

NON-ESTABLISHED LESSEE/SUBLEESSEE/PERMITTEE WILL NEED TO SUBMIT:

1. FINANCIAL STATEMENT
2. THREE (3) LETTERS OF REFERENCE
3. THREE (3) LETTERS OF CREDIT

TR. Lic.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Cherokee Indian Agency
Cherokee, North Carolina

MUTUAL AGREEMENT TO CANCEL REVOKABLE PERMIT NO. P-218-01/02

THIS AGREEMENT, made and entered into at Cherokee, North Carolina, this 23rd day of January, 2001, by and between the EASTERN BAND OF CHEROKEE INDIANS AND PAINTTOWN COMMUNITY CLUB, whose addresses are P.O. Box 455, Cherokee, North Carolina, 28719 and P.O. Box 2037, Cherokee, North Carolina, 28719, respectively, hereinafter called the "Permittor" and GARY BEBBER AND CLYDE WIDNER, d/b/a DENTON VALLEY AUCTION AND WHOLESALE, whose address is 24324 Drake Road, Abington, VA 24211, hereinafter called the Permittee, under and in accordance with existing laws and regulations prescribed by the Secretary of the Interior in the Code of Federal Regulations, Title 25-Indians, Parts 162 and 140.

WITNESSETH:

WHEREAS, Permit No. 218-01/02, dated January 23, 2001, was entered into for a term of one (1) year, beginning on February 1, 2001, and expiring on January 31, 2002, between the Eastern Band of Cherokee Indians and Painttown Community Club, Permittor and Gary Bebbber and Clyde Widner, d/b/a/ Denton Valley Auction and Wholesale, Permittee, covering Painttown Community Parcel No. 296, on Friday nights, Jackson County, North Carolina, and held in Trust by the United States of America for the Eastern Band of Cherokee Indians, for the purpose of auctioning merchandise; and

WHEREAS, it is the mutual desire of the above-named Permittor and Permittee to cancel the said Permit No. P-218-01/02, because a larger and more suitable location for the auction was found; and

WHEREAS, there are no debts due and owing to the Eastern Band of Cherokee Indians or the United States, and all obligations of the said permit contract have been complied with.

NOW, THEREFORE, INCONSIDERATION of the premises and other good and valuable considerations, the parties hereto do hereby contract and agree for themselves

and their respective assigns, heirs, successors, executors and administrators, that the said Permit No. P-218-01/01, shall be and is hereby cancelled, upon approval by the Tribal Business Committee, to become effective on July 5, 2001.

IN WITNESS WHEREOF, this contract is executed by and on behalf of the Eastern Band of Cherokee Indians and Painttown Community Club, Permitter and by Gary Bebbber and Clyde Widner, d/b/a Denton Valley Auction and Wholesale, Permittee.

PERMITTOR:
PAINTTOWN COMMUNITY CLUB

[Signature]
ERWIN SAUNOOKE, Chairman
Date: 6/6/01

[Signature]
LOIS DUNSTON, Vice Chairman
Date: 6/6/01

[Signature]
MARY ANN JACOBS, Secretary
Date: 6/6/01

[Signature]
DARLENE WHITETREE, Treasurer
Date: 6/8/01

PERMITTEE:
DENTON VALLEY AUCTION AND
WHOLESALE

[Signature]
GARY BEBBBER
Date: 6/8/01

[Signature]
CLYDE WIDNER
Date: 6/8/01

[Signature]
Notary Public, North Carolina
DARLENE WHITETREE
My Commission Expires 10/21/04

[Signature]
Notary Public, North Carolina
DARLENE WHITETREE
My Commission Expires 10/21/04

[Signature]
Notary Public, North Carolina
DARLENE WHITETREE
My Commission Expires 10/21/04


Notary Public
My Commission Expires: _____

[Signature]
Notary Public, North Carolina
DARLENE WHITETREE
My Commission Expires 10/21/04

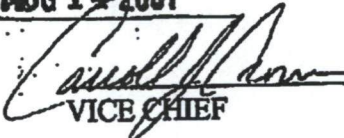
[Signature]
Notary Public, North Carolina
DARLENE WHITETREE
My Commission Expires 10/21/04

TRIBAL BUSINESS COMMITTEE FOR AND ON BEHALF OF THE EASTERN
BAND OF CHEROKEE INDIANS, LESSOR:

APPROVED: AUG 14 2001



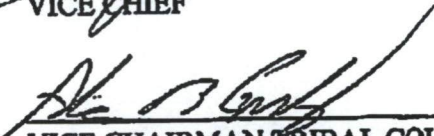
PRINCIPAL CHIEF



VICE CHIEF



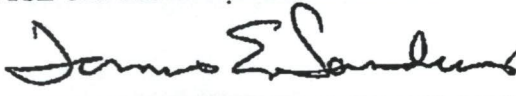
CHAIRMAN TRIBAL COUNCIL



VICE CHAIRMAN TRIBAL COUNCIL

VACANT

EXECUTIVE ADVISOR



EX-OFFICIO SECRETARY

Pursuant To Authority Delegated By 209 Dm 8, Secretary's Order Nos. 3150 And 3177,
Amendment No. 3, dated December 16, 1996, and 10 BIAM Bulletins 13, 9409, 9602,
and 9801 and Addendum 10-3 to 10 BIAM dated October 26, 1992 - MUTUAL
AGREEMENT TO CANCEL REVOKABLE PERMIT NO. P-218-01/02 is hereby

approved:



SUPERINTENDENT, CHEROKEE AGENCY

APPROVED: 8-7-01

DATE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Cherokee Indian Agency
Cherokee, North Carolina

218
Permit No. P-218-01/02

REVOCABLE PERMIT

By authority of the Department of the Interior, the Superintendent in charge of the Cherokee Agency, the Eastern Band of Cherokee Indians and PAINTTOWN COMMUNITY CLUB, whose address is P.O. Box 2037, Cherokee, North Carolina 28719, hereinafter called the Permitter, hereby grants permission to GARY BEBBER and CLYDE WIDNER, d/b/a/ DENTON VALLEY AUCTION AND WHOLESALE, whose address is 24324 Drake Road, Abington, VA 24211, hereinafter called the Permittee, to enter upon and occupy the following described lands on the Cherokee Indian Reservation, Swain County, North Carolina:

USE OF BUILDING AND PARKING ON PAINTTOWN
COMMUNITY PARCEL NO. 296

This permit is for a term of ONE (1) YEAR, Fridays only and shall take effect and begin on February 1, 2001, and shall expire on January 31, 2002.

The Permittee, in consideration of the foregoing, shall;

1. Pay Tribal Levy on all sales, and
2. Pay \$100.00 per week to Painttown Community Club by the first of each month, in advance. The first payment is due on or before February 1, 2001.
3. Leave premises in "broom clean" condition each Friday.

In consideration of this permission, the Permittee agrees to use the lands of the following purposes, and upon the following conditions, to-wit:

The permitted area shall be used for the purpose of auctioning merchandise.

Prior to the approval of this permit by the Tribal Business Committee, the Permittee agrees to file a general liability insurance policy, in amounts not less than \$100,000/\$300,000 and \$100,000 for bodily injury or property damage or both combined. Copy of said policy shall be furnished the Superintendent of the Cherokee Indian Agency. Neither the Permitter, Eastern Band of Cherokee Indians nor the United States Government, nor their officers, agents and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Permittee or of any other person whosoever, caused by any use of the permitted premises, or by any

default in any structure erected thereon, or arising from any accident, fire or casualty on said premises or from any other cause whatsoever, and Permittee, as a material part of the condition for this permit, hereby waives on Permittee's behalf all claims against the Permittor, Eastern Band of Cherokee Indians and/or the United States Government and agrees to hold the Eastern Band of Cherokee Indians and/or the United States Government free and harmless from liability for all claims for loss, damaged, or injury arising from the use of the premises by Permittee, together with all costs and expenses in connection therewith.

It is understood and agreed that this instrument is not a lease and is not to be taken or construed as granting any leasehold interest or right in or to the land described herein, but is merely a temporary permit, terminable and revocable for cause in the discretion of the Permittor at any time, and in any event not to extend beyond January 31, 2002

Permittee shall comply with provisions prescribed by the Secretary in the Code of Federal Regulations, Title 25 - Indians, Part 140 entitled "Licensed Indian Traders."

It is understood and agreed by and between the parties hereto that any and all improvements placed upon the premises not stipulated in this permit are to remain thereon at the expiration of the permit and become the property of the Permittor.

The Permittee shall commit no-waste on the premises, and they shall not permit any violation of law thereon. It is understood and agreed that upon the termination of this permit, whether by normal expiration or otherwise, the Permittee shall leave the permitted premises in a sanitary and attractive condition.

The Permittee agrees that they will not use, permit, or permit to be used any part of the premises for the manufacture, sale, gift, storage, or drinking of intoxicating liquors or beverages, and that they will not allow gambling, or any illegal practice whatever on or upon said premises.

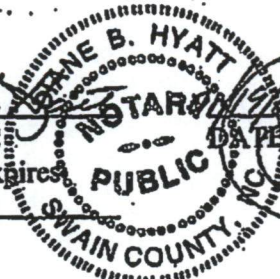
It is further understood and agreed that in the event this permit is cancelled prior to its expiration through failure on the part of the Permittee, the advance payments made shall become the property of the Permittor.

This permit shall terminate upon the breach of any of the conditions herein, or at the discretion of the Commissioner of Indian Affairs.

PERMITTOR:
PAINTTOWN COMMUNITY CLUB

Diane B. Hyatt
NOTARY PUBLIC
My Commission Expires

3-1-03



Edwin Saunooke
EDWIN SAUNOOKE, Chairman

Diane B. Hyatt
NOTARY PUBLIC
My Commission Expires:
3-1-03

Diane B. Hyatt
NOTARY PUBLIC
My Commission Expires:
3-1-03

NOTARY PUBLIC
My Commission Expires:
3-1-03



Gloria Dunston
GLORIA DUNSTON, Vice Chairman

Mary Ann Jacobs
MARY ANN JACOBS, Secretary

Darlene Whitetree
DARLENE WHITETREE, Treasurer

PERMITTEE:
DENTON VALLEY AUCTION &
WHOLESALE

Darlene Whitetree
NOTARY PUBLIC
North Carolina
DARLENE WHITETREE
Jackson County, N.C.
My Commission Expires 10/21/01

1/19/01
DATE


Gary Bebbler
GARY BEBBER


Darlene Whitetree
NOTARY PUBLIC
My Commission Expires 10/21/01
North Carolina
DARLENE WHITETREE
Jackson County, N.C.
My Commission Expires 10/21/01

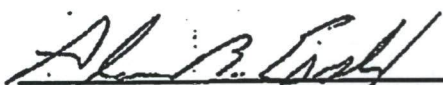
1/19/01
DATE

Clyde Widner
CLYDE WIDNER
24524 Drake Road
Abingdon VA 24211

TRIBAL BUSINESS COMMITTEE APPROVAL DATE: JAN 23 2001


PRINCIPAL CHIEF



VICE CHIEF


VICE CHAIRMAN TRIBAL COUNCIL

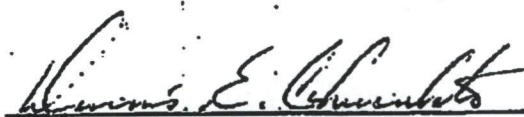

CHAIRMAN TRIBAL COUNCIL

VACANT

EXECUTIVE ADVISOR


EX-OFFICIO SECRETARY

PURSUANT TO AUTHORITY DELEGATED BY 209 DM 8; SECRETARY'S ORDER NOS. 3150 AND 3177, AMENDMENT NO. 3, DATED DECEMBER 16, 1996, AND 10 BIAM BULLETINS 13, 9409, 9602 AND 9801; AND ADDENDUM 10-3 TO 10 BIAM DATED OCTOBER 26, 1992 - THIS REVOCABLE PERMIT IS HEREBY APPROVED:


SUPERINTENDENT, CHEROKEE AGENCY

APPROVED: 2-15-01
DATE

UNITED STATES GOVERNMENT

Memorandum

10/22

TO : Files

DATE: July 28, 1972

FROM : Realty Officer

SUBJECT: Agreement between Heirs of Charles I. Hornbuckle, Representatives of Painttown Community Club and Russell Smith.

On Friday morning, July 21, 1972, at 10:00 a.m. the following persons met on the ground to discuss highway frontage of certain parcels formerly owned by Charles I. Hornbuckle (now deceased) two of which were subsequently transferred to Russell Smith and to the Painttown Community Club, respectively.

Present were: Russell Smith, Mrs. Winona Digh and Gerard Parker representing the Painttown Community Club, Mrs. Rubye Hornbuckle representing the Charles I. Hornbuckle Heirs, Realty Officer, Mrs. Mollie Blankenship and the Realty Survey Crew comprised of Frank West, leader, Paul Catt, John Saunooke and Samuel A. Panther.

Mr. Russell Smith stated that he had received Tract 1 in the division by Charles I. Hornbuckle of the so-called Annie Harlin Tract which had been acquired by Mr. Charles I. Hornbuckle. Tract 1 shows highway frontage of 410 feet, Tract 2 with 227 highway frontage and comprising .9 Acre was transferred to the Painttown Community Club. Tract 3 which is presently held by the Charles I. Hornbuckle Heirs comprising approximately 3.8 acres is shown as having highway frontage of 571 feet.

The crew measured from the corner of the Lloyd Bigwitch holding up to the corner of the Amanda Crowe holding. Several measurements were made and Russell Smith's 410 feet fell somewhat short of the area that he is presently mowing and maintaining. After making several different measurements the group comprised of Russell Smith, Winona Digh, Gerard Parker and Mrs. Hornbuckle agreed as follows:

Tract 1, belonging to Russell Smith, shall have a highway frontage of 429.78 feet.

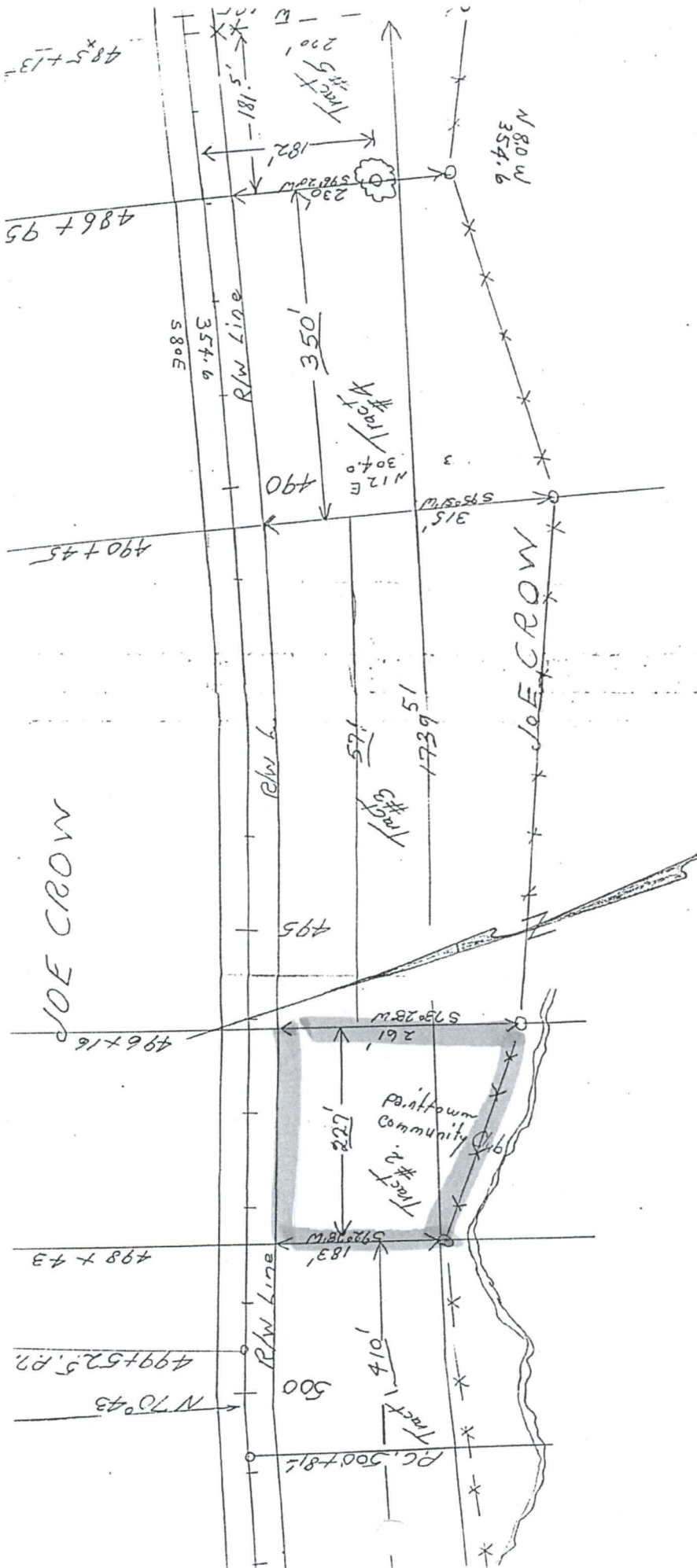
Tract 2, belonging to Painttown Community Club, shall have a highway frontage of 197.21 feet.

Tract 3, belonging to the Charles I. Hornbuckle Heirs, shall have a highway frontage of 571 feet.

The group thereupon left the site and the survey crew was instructed to complete the field work necessary to finish the map of these 3 tracts.

Mollie Blankenship
Realty Officer





SPECIAL MEETING OF BUSINESS COMMITTEE
FEBRUARY 19, 1953

Present: Don C. Foster, Area Director, F. W. Dixon, Asst. Area Director, Frank H. Parker, Tribal Attorney, Osley B. Samcois, Principal Chief, Meroney French, Vice-Chief, Joe Jennings, Superintendent, Charles I. Hornbuckle, Forestry Aid, William E. Snor, Jr., Administrative Officer.

This meeting was held in reference to the acquisition of the possessory interest in a parcel of land located in the Painttown Community on the Cherokee Reservation by Charles I. Hornbuckle, Forestry Aid (BIA). This parcel of land is in addition to another parcel of land to which Mr. Hornbuckle has the possessory interest. The possessory interest to this holding was transferred to Mr. Hornbuckle by Mrs. Anna B. Harlan under date of June 12, 1947 for \$2,500.00, at this time Mr. Hornbuckle was a Federal employee. The transfer was approved by the then Chief Jarrett B. Elythe and Vice-Chief Henry Bradley. According to the minutes of the business committee it did not clear through the normal channels and was not presented to the third member of the committee, Superintendent Joe Jennings, for signature.

The question involved was in connection with the provisions of Section 276.5 of the Code of Federal Regulations, Title 25, Indians, governing trading of a Government employee with Indians.

Mr. Hornbuckle produced a sheet of paper evidencing a transfer of the possessory interest in the land in question from Joe Crowe to Mrs. Anna B. Harlan for \$100.00. This transaction was not cleared through the Business Committee at the time of transfer.

Mr. Hornbuckle is a member of the Eastern Band of Cherokee Indians, and it appeared to the satisfaction of the Business Committee, and to the satisfaction of Area Director Foster, that Mr. Hornbuckle had apparently acted in this transaction in good faith and that any violation of the Code of Federal Regulations governing trading of a Government employee with Indians had been purely by inadvertence on his part.

In an effort to clear up the transactions involved the present Business Committee, upon the recommendation of the Area Director, requested Mr. Hornbuckle to furnish a plot plan showing the manner in which he wished to dispose of his possessory interest in this parcel of land. Said plot plan was prepared by the Area Road Engineer and is attached as a part of this record. The plan shows the division of the land into five tracts which are as follows:

Tract No. 1

Ref. U. S. Hwy. 19, N. C. Proj. No. 9561.
Beginning at a point on the south R/W line opposite Sta. 502-53, thence along R/W line a distance of 410 ft. to a point opposite Sta. 498-43 thence in a southwesterly direction on an approximate bearing of S.72 Deg. 28 Min. W. a distance of app. 183 ft. to an old existing fence.

Thence northwesterly along the fence line to a point on the bank of a small branch thence northerly along the branch app. 75 ft. to the west property line, thence northeasterly 140 ft. on a bearing of S. 72 Deg. 12 Min. W. to the point of beginning. Containing in all approximately 1.85 acres.

Tract No. 2

Ref. U. S. Hwy. 19, H. C. Proj. No. 9561.
Beginning at a point on the south R/W line opposite Sta. 490 - 43, thence along the R/W line a distance of 227 ft. to a point opposite Sta. 496-16. Thence in a southwesterly direction a distance of 261 ft. on an app. bearing of S. 73 Deg. 28 Min. W. to a point on an old existing fence line, thence along the fence line in a northwesterly direction to the S. E. Cor. of Tract 1, thence northeasterly a distance of 183 ft. on an app. bearing of S. 72 Deg. 28 Min. W. to the point of beginning, containing in all 0.9 acres approximately.

Tract No. 3

Ref. U. S. Hwy. 19, H. C. Proj. No. 9561.
Beginning at a point on the south R/W line opposite Sta. 496 - 16, thence along the R/W line a distance of 571 ft. to a point opposite Sta. 490 -45 Thence in a southwesterly direction on an approximate bearing of S. 75 Deg. 51 Min. W. a distance of 315 ft. to a point on an old existing fence line, thence northwesterly along fence line to the S. E. Cor. of Tract 2, thence in a northeasterly direction on an approximate bearing of S. 73 Deg. 28 Min. W. a distance of 261 ft. to the point of beginning, containing in all approximately 3.8 acres.

Tract No. 4

Ref. U. S. Hwy. 19 H. C. Proj. No. 9561.
Beginning at a point on the south R/W line opposite Sta. 490 - 45, thence along the R/W line a distance of 350 ft. to a point opposite Sta. 486 - 95, thence in a southwesterly direction on an approximate bearing S. 76 Deg. 20 Min. W. this line passing through a 20 in. apple tree 182 ft. from the R/W line continuing on to a point on an old existing fence line 230 ft. from the R/W line, thence in a westerly direction along the fence line to the S. E. cor. tract 3, thence in a northeasterly direction on an approximate bearing of S. 75 Deg. 51 Min. W. to the point of beginning, containing in all approximately 2.19 acres.

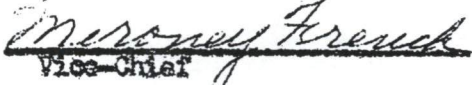
Tract No. 5

Ref. U. S. Hwy. 19 S. C. Proj. No. 9561
Beginning at a point on the south R/W line opposite Sta. 486 - 95, thence along the R/W line a distance of 181.5 ft. to a point opposite Sta. 485 - 13.5 thence in a southwesterly direction on an approximate bearing of S. 77 Deg. 18 Min. W. a distance of 270 ft. thence in a northwesterly direction connecting with an existing fence line to the S. E. Cor. Tract No. 4, thence in a northeasterly direction on an approximate bearing of S. 76 Deg. 20 Min. W. a distance of 230 ft. to the point of beginning containing in all approximately 1.04 acres.

The Business Committee approves of Mr. Hornbuckle disposing of his possessory interests in the tracts under the condition that they shall be disposed of without profit to him, but that he should be entitled to receive not more than \$2,500.00, the amount which was paid to Mrs. Anna B. Harlan for her possessory interest. The transactions approved upon this condition are as follows:

1. Tract No. 1 to Russell S. Smith for the sum of \$700.00. The greater portion of this amount has already been paid to Mr. Hornbuckle and arrangements have been made between Mr. Smith and Mrs. Hornbuckle for the payment of the balance.
2. Tract No. 2 to be held pending action by the Tribal Council of the Eastern Band of Cherokee Indians relative to a request by the Catholic Church for the setting aside of a site for the construction of a church on the Cherokee Reservation. Should approval be given by the Council for the construction of the church the possessory interest shall be transferred to them. In the event that approval is not given this tract shall be set aside for use by the Painttown Community Club for recreational purposes.
3. Tracts 3 and 5 are to be transferred to Mrs. Lottis Hornbuckle Mason without reimbursement to Mr. Hornbuckle. This transfer being made with the condition that no agreement will be approved for a permit for the use of the land for business purposes for a five year period - but that Mrs. Mason shall have the right to erect and operate a business on the holding if so desired upon compliance with council resolutions.
4. Tract 4 to Boyce J. Allison. In this transfer Mr. Allison is to receive the possessory interest in the tract together with all buildings thereon together with title to a 1942 Dodge Coupe, Motor No. 2710236A; he is to transfer to Charles I. Hornbuckle the title to a 1951 Pontiac 6 Coupe, Motor No. 29256582. Both parties certify that there is no outstanding indebtedness on the vehicles being transferred.


Principal Chief


Vice-Chief


Superintendent

Lucy
Big Witch
No. 262
Long

Tract # 2
now

Big Witch
Jr. &
Lloyd Jane Ferguson
No. 259
Mary
Parcel No. 259

Russell Smith
No. 291
Parcel No. 291

Painttown
Club
Community No. 290
Parcel No. 290

Charles I. Hornbuckle Heirs
Parcel No. 295-B
3.002 Acres

Mason
No. 295-A
Charles I. Hornbuckle Heirs
Parcel No. 295-A
305.81 Acres

